52 11-22-88 Draft

MALLARD LANDINGS
DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of this 23rd day of November, 1988, by and between the VILLAGE OF ORLAND PARK, a Municipal Corporation of the State of Illinois, (hereinafter referred to as "VILLAGE"), and FIRST SUBURBAN BUILDERS CORPORATION, an Illinois Corporation, and WILLIAM J. NIELSEN and BETTY NIELSEN, and WILLIAM T. FRANZ and NANNETTE M. FRANZ, (hereinafter referred to as "DEVELOPERS").

WITNESSETH:

WHEREAS, the DEVELOPERS constitute all of the persons and corporations having an interest in the real estate (hereinafter "SUBJECT PROPERTY") described as follows, to-wit:

A. The South 5 Acres of the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 29, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

The North 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

The South 1/2 of the North 1/2 of the Southwest 1/4 of the Northeast 1/4 (except that part of the West 413.0 feet lying Southerly of the Northerly 40 feet thereof) of Section 29, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

B. The South 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 29, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

C. That part of the Northwest 1/4 of the Southeast 1/4 of Section 29, Township 36 North, Range 12, East of the Third Principal Meridian lying North of the North line of the South 20 Acres of said Northwest 1/4 of the Southeast 1/4 of Section 29, all in Cook County, Illinois.

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WHEREAS, the DEVELOPERS currently have a contingent contract to purchase the real estate (hereinafter the "40-acre parcel") legally described as follows:

1. The Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

2. The North 10 Acres of the Southeast 1/4 of the Northeast 1/4 of Section 29, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

3. The Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 29, and also; The East Half of the South West 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 29, and also; the South 1/2 of the West 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 29, all the foregoing being in Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

WHEREAS, the 40 acre parcel is contiguous to the SUBJECT PROPERTY and there are hearings pending before the VILLAGE to consider annexation and zoning for said 40-acre parcel; and

WHEREAS, in the review of the Subdivision design and utility requirements for the SUBJECT PROPERTY, consideration and allowance has been made for the annexation of and integration of the 40-acre parcel with the SUBJECT PROPERTY into the Village of Orland Park, Illinois, and the connection to VILLAGE utilities and services; and

WHEREAS, the SUBJECT PROPERTY shall contain a sixteen (16") inch water line which is oversized, and the DEVELOPERS shall be entitled to a credit for the oversizing water line in the Annexation Agreement for the forty (40) acre parcel; and

WHEREAS, the DEVELOPERS and VILLAGE have agreed to use good faith and reasonable efforts to accomplish annexation of the 40-acre parcel to the VILLAGE, and to integrate and unify the development of the two above described parcels which combined would have a density not exceeding 3.16 units per acre; and

WHEREAS, the DEVELOPERS desire to develop the SUBJECT PROPERTY in accordance with the VILLAGE Ordinances, and the requirements and terms set forth herein; and

WHEREAS, the SUBJECT PROPERTY has been previously annexed to the VILLAGE Pursuant to Ordinances Numbered 1572 (Alpine), 1575 (Franz) and 1578 (Nielsen) which were passed subsequent to authorized annexation agreements on each parcel, Ordinances Numbered 1571, 1574 and 1578 respectively.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants of the parties hereto, it is agreed by and between the said parties as follows:

1. The Preamble shall be and constitute a part of this agreement.
2. Subject to the provisions of Chapter 24, of the Illinois Revised Statutes, 1987, the VILLAGE Subdivision Ordinance and other applicable Ordinances of the VILLAGE, the DEVELOPERS and VILLAGE respectively agree to do all things reasonably necessary and appropriate to cause the SUBJECT PROPERTY to be properly developed.

3. DEVELOPERS have submitted to the VILLAGE a Preliminary Plat of Subdivision and Engineering Plans identified as "Mallard Landings", prepared by Edmund M. Burke & Assoc., dated November 8, 1988, for Job Number 88-76 and revised to November 11, 1988. Said Preliminary Plat and Engineering Plans shall be the basis of the development of SUBJECT PROPERTY into 136 single family lots with 5 wet retention areas, either 4.20 acres of park if only the SUBJECT PROPERTY is developed, or 7.10 acre park area if the SUBJECT PROPERTY is combined with the development of the 40 acre parcel. The Parks are shown on the Preliminary Plat and Engineering Plans. VILLAGE agrees to approve Final Plats of Subdivision in one or more phases for the SUBJECT PROPERTY, provided the Plats are in substantial accordance with the said Preliminary Plat and the approved Engineering Plans.

4. A. DEVELOPERS agree to construct or cause to be constructed and installed on the SUBJECT PROPERTY at their own expense certain public improvements, namely water mains to be connected to the VILLAGE source of water supply, sanitary sewerage collection system to be connected to the VILLAGE sanitary sewerage collection system, storm water drain facilities including wet detention areas, curbs, gutters, streets, sidewalks, street lights, and street identification signs, according to plans and specifications prepared by the DEVELOPER'S Engineer,

which plans and specifications shall be reviewed and approved by the duly designated VILLAGE Engineering Consultant or the VILLAGE Engineer and approved by the President and Board of Trustees. The Engineering Plans and Specifications shall be based upon the drawing entitled, "Preliminary Engineering" #88-76, by Edmund M. Burke & Assoc., Ltd., dated November 8, 1988, revised to November 11, 1988.

B. The DEVELOPERS understand that before the southern one-third of the SUBJECT PROPERTY can be developed that either the permanent VILLAGE sanitary sewer line from the South must connect to the SUBJECT PROPERTY or that the DEVELOPERS construct and maintain an approved temporary lift station and force main to service the Southern third of the SUBJECT PROPERTY until the permanent sewer line from the South is available for connection.

C. The DEVELOPERS understand that the VILLAGE shall not approve any phase of development for the SUBJECT PROPERTY until evidence or written documentation is provided showing the U. S. Army Corps of Engineers and the U. S. Environmental Protection Agency have no objection to the proposed phase and the phase of development will be consistent with rules and regulations relating to wetlands and waters of the United States.

D. The recapture obligations set forth in the above-described annexation agreements (Preamble) are not effective because the DEVELOPERS rather than the VILLAGE are constructing the water and sewer lines.

5. DEVELOPERS agree to convey or cause to be conveyed to the VILLAGE that area shown as "Park" and "Detention" on the Preliminary Plat of Subdivision at such time as the first building permit is issued for the phase in which the "Park" or "Detention" is located or one year from the date of the respective phase approval, whichever is sooner. DEVELOPERS shall provide the VILLAGE at the time of such conveyance an Owner's Title Insurance Policy in the amount of $10,000 per lot issued by Chicago Title Insurance Co., insuring title to the said Park and Detention land in the name of the VILLAGE, free and clear of all liens and encumbrances except taxes for current and subsequent years, and easements necessary for the development of the SUBJECT PROPERTY herein described. Further, DEVELOPERS agree to pay the real estate taxes for the entire year in which the conveyance is made or the date of delivery of the deed, whichever is later, and for prior years. DEVELOPERS shall, at their expense, improve and maintain said Park and Detention land in accordance with the Ordinance until the said public improvements are accepted by the VILLAGE.

6. A. DEVELOPERS, in accordance with the aforementioned Annexation Agreements, agree to pay the VILLAGE the fee by Agreement of $225.00 per unit which amount shall be paid upon the issuance of each building permit.

B. DEVELOPERS agree to pay the water connection fees in accordance with applicable VILLAGE Ordinance ($1450 per permit).

C. Parties hereto agree that the proposed park land shown on

the Preliminary Plat satisfies the land contribution requirements of Ordinance No. 1783 for the SUBJECT PROPERTY and the alternative II Park Plan satisfies the land contribution requirements of Ordinance No. 1783 for the development of the SUBJECT PROPERTY together with the 40 acre parcel combined, provided that in either case the lakes are made deeper, the land is seeded, the lakes are matted, fill added to park area, and similar improvements are made in lieu of parking areas, bike trails, and park walks. In addition, DEVELOPERS agree to pay $80,944 for cash portion of Ordinance No. 1783 by paying $600 per permit until paid. The improvement of the 4.20/7.10 acre park shall not be required until the southern one third of the SUBJECT PROPERTY is developed.

D. DEVELOPERS agree to contribute $66,032.00 to School District 135 by paying $490 per permit until paid and agree to contribute $100.00 per permit to High School District 230.

E. DEVELOPERS shall pay $1,500 per unit at the time of each permit for a road impact fee. In the event the VILLAGE passes an Ordinance requiring the contribution in an amount of less than $1,500 per unit, then the amount collected per unit shall be in accordance with said Ordinance. The money collected by the VILLAGE shall be spent in accordance with the requirements of "An Adequate Transportation Facilities and Fair Share Fee Ordinance". The money contributed pursuant to this agreement shall

satisfy the development's obligation for transportation contribution. In the event the COUNTY OF COOK requires the DEVELOPERS to make improvements to 108th Avenue, the Impact Fee shall be reduced to allow credit for money spent on all 108th Avenue improvements except acceleration/deceleration lanes for the entrance to the SUBJECT PROPERTY.

i. Impact Fees collected shall be encumbered for the construction of transportation facilities within ten (10) years of the date of collection.

ii. In the event impact fees are not spent or committed for expenditure within ten (10) years from the date of collection, the VILLAGE shall refund the amount of the fee along with accrued interest to the FIRST SUBURBAN BUILDERS CORP. or assignee (FIRST SUBURBAN) provided proper application for refund is made within six (6) months after expiration of said ten (10) year period or the owner of the land for which the fee was collected if FIRST SUBURBAN fails to make application as provided and the OWNER makes application in the six (6) month period following the FIRST SUBURBAN application period. For purposes of refunds, the owner of the land on which an impact fee was paid shall be the owner of record at the time that the refund is paid. FIRST SUBURBAN or owner of the property on which an impact fee has been paid shall have standing to sue for a refund under the provisions of this Section. No action shall be commenced after one (1) year after the date of expiration of the required ten (10) year date.

iii. The fees collected pursuant to this agreement shall be returned to FIRST SUBURBAN or the then present owner of the land through submission of a Refund Application as provided above. The Refund Application shall include the following information:

a. a notarized sworn statement that the Fee Payer paid the transportation impact fee for the property and the amount paid;

b. a copy of the dated receipt issued by the VILLAGE for payment of the fee;

c. a certified copy of the latest recorded deed for the property; and

d. a copy of the most recent ad valorem tax bill.

iv. Within fifteen (15) working days of receipt of a Refund Application, the Village Manager shall determine if it is complete. If the Village Manager determines the Refund Application is not complete, he or she shall send a written statement specifying the deficiencies by mail to the person submitting the Refund Application. Unless the deficiencies are corrected, the Village Manager shall take no further action on the Refund Application.

v. When the Village Manager determines the Refund Application is complete, he or she shall review it within thirty (30) working days, and shall approve the proposed refund if he or she determines the Fee Payer has paid a transportation impact fee which the VILLAGE has not spent or encumbered within ten (10) years from the date the fees were paid.

vi. In the event the Transportation Fee Ordinance is not passed or is held unconstitutional by the Court at final appeal, the money collected hereunder shall be used to improve 108th Avenue, 167th Street and 104th Avenue as it surrounds or adjoins the SUBJECT PROPERTY. No more than ten (10%) percent of the money to be spent on said 108th Avenue, 104th Avenue and 167th Street shall be for engineering or consultant fees related to the improvement of the three said roads.

7. Unless specifically provided elsewhere in this agreement the DEVELOPERS agree to reimburse the VILLAGE for expenses incurred and to pay such permit, inspection and review fees as required by ordinance as such ordinances may be amended from time to time, including but not limited to the following:

A. Title examination charges, publication costs for necessary public notices, costs of recording documents in connection with said subdivision approval, and payable ten (10) days after VILLAGE shall render an invoice for such costs.

B. Fees for examination of the plans and specifications submitted to the VILLAGE for the public improvements to the SUBJECT PROPERTY and for inspection of the public improvements during and upon completion of construction, said fees shall be in amounts and payable in accordance with Ordinance No. 678 of the VILLAGE adopted February 23, 1976.

C. Reimbursement of the VILLAGE for the reasonable fees of its attorneys incurred in negotiating this Agreement, matters relating to plats of subdivision, security requirements, easements, and for services that may be required with respect to such future matters. Said reimbursement shall be payable to the VILLAGE ten (10) days after the VILLAGE shall render its invoice. Out of pocket expenses must be supported by reasonable evidence that such costs were incurred.

D. Permit and inspection fees as required by Ordinance No. 1524 adopted April 4, 1986 or any amendments.

8. It is understood that permission for construction of certain of the public improvements contemplated herein requires approval by the Metropolitan Sanitary District of Greater Chicago and certain other Governmental agencies. The parties hereto agree to cooperate in obtaining, expediting and submitting necessary documents required to obtain such approval. The DEVELOPERS acknowledge and agree that no surface water is to be discharged into the sanitary sewerage

collection system and will further comply with all other conditions and restrictions in the construction permit issued to DEVELOPERS and VILLAGE by Metropolitan Sanitary District of Greater Chicago, or such other governmental agency.

VILLAGE agrees to permit connection of the public improvements to be constructed on the SUBJECT PROPERTY to the water and sewer facilities of the municipality and agrees to furnish water and sewer service to DEVELOPERS on the same basis as said services are furnished to other parts of the VILLAGE of Orland Park. DEVELOPERS agree that all public improvements required to serve the SUBJECT PROPERTY, except the street surface course and sidewalks, shall be constructed and installed within two (2) years from the date the Plat(s) of Subdivision of the SUBJECT PROPERTY has/have been approved or Phase thereof but not later than 4-1/2 years from the date hereof. The surface course in the SUBJECT PROPERTY shall be completed when single family homes have been built on and certificates of occupancy issued for 75% of the lots. Until such time as the surface course is completed and streets accepted, the DEVELOPERS shall maintain said streets at their own expense.

9. In connection with this installation of public improvements, the DEVELOPERS may, in lieu of posting a completion bond or bonds, furnish the VILLAGE in accordance with Ordinance No. 1265 an irrevocable letter of credit in form

acceptable to the VILLAGE from a sound a reputable banking institution authorized to do business in the State of Illinois in an amount equal to the bond or bonds otherwise required, such irrevocable letter of credit to be in effect for the period permitted for construction and installation of the public improvements plus sixty days. All bonds or letters of credit shall be in an amount equal to 105% of the estimated cost to complete construction as determined by the VILLAGE Engineer or the VILLAGE Engineering Consultant after due consideration of contracts and estimates provided by DEVELOPERS.

10. DEVELOPERS agree to grant appropriate easements to Commonwealth Edison Company, Illinois Bell Telephone Company and duly authorized cable television company for the installation of electrical wiring and phone service to serve said Subdivision, and to delineate such easements on Plats of Subdivision. All electric and telephone company and cable television wires shall be located underground.

11. It is agreed that all of the public improvements contemplated herein shall, upon acceptance thereof by the VILLAGE, become the property of VILLAGE and be integrated with the municipal facilities now in existence or hereafter constructed and VILLAGE thereafter agrees to maintain said public improvements. Acceptance of said public improvements shall be by resolution of the Board of Trustees only after the VILLAGE

Engineer or VILLAGE Engineering Consultant has issued his Certificate of Inspection affirming that the improvements have been constructed in accordance with the Approved Engineering Plans and Specifications. VILLAGE acknowledges and agrees that all public improvements may not be completed and accepted by the VILLAGE by the time purchasers begin residing in homes built on the SUBJECT PROPERTY, and that these homes will require municipal services. VILLAGE, therefore, agrees to furnish water and sewer service to said residents and to charge therefor, which revenues derived shall be added to the general water and sewerage revenue of the VILLAGE. VILLAGE may enforce speed restrictions, load limitations or other traffic ordinances on the streets constructed on the SUBJECT PROPERTY and remove snow therefrom. Said enforcement, utility service and collection by the VILLAGE shall not be construed as acceptance of the public improvements or release of any security provided by any bonding company or DEVELOPERS, or that said improvements have been built in accordance with the Approved Engineering Plans and Specifications. DEVELOPERS agree to convey by appropriate instrument and VILLAGE agrees to promptly accept, subject to terms hereof, the public improvements constructed in accordance with the Approved Engineering Plans and Specifications.

12. DEVELOPERS shall install or cause to be installed at their own expense Roundway and Buffalo Box combinations. VILLAGE shall also install at its expense water meters with outside mounted

dials and the DEVELOPERS agree to pay for the cost and inspection thereof ($90.00 per meter and $10.00 inspection). All of the facilities herein described shall be located as determined by the VILLAGE Engineer or VILLAGE Engineering Consultant.

13. The Village of Orland Park agrees that the design of streets constructed on the SUBJECT PROPERTY shall be as follows:

(a) 3" rolled curb

(b) 9" crushed stone Base

(c) 2" binder course

(d) 1" surface course

14. VILLAGE acknowledges that certain exterior construction work cannot be done during freezing temperatures or inclement weather, including and limited to concrete walks and driveways, rough grading, painting, and if paiting is precluded, installation of gutters and downspouts. VILLAGE agrees, therefore, to grant conditional certificates of occupancy during the period beginning October 15th and ending the following June 15, notwithstanding the fact the foregoing exterior construction work has not been completed and so long as the DEVELOPERS have deposited with Chicago Title Insurance Company other title company agent, an amount sufficient to complete the work, and have shown evidence to VILLAGE that such amount has been deposited.

15. DEVELOPERS understand and agree to construct and maintain a subdivision sign not exceeding 64 square feet during the term of this agreement. This sign shall be in addition to the permitted permanent subdivision sign.

VILLAGE agrees to permit the DEVELOPERS to maintain a construction trailer on the SUBJECT PROPERTY for five (5) years or until the development is complete, whichever occurs first.

DEVELOPERS agree to create covenants of record requiring uniformity in fencing along 108th Avenue, prohibiting fences closer than 20 feet to rear lot lines on lots adjoining lakes, and requiring the fencing, other than along 108th Avenue, to be open fencing such as cyclone, wrought iron or split rail fencing.

Also, the DEVELOPERS agree to collect $50.00 at each of the first one hundred (100) house closings, with the said sum to be used for the landscaping and improvement of the site located at the entrance to the SUBJECT PROPERTY.

16. The VILLAGE expressly agrees not to change or modify its subdivision ordinance except as provided herein, insofar as they apply to SUBJECT PROPERTY heretofore described during the period of five years from the date hereof, except the VILLAGE reserves the right to adopt ordinances and regulations as may apply to all matters of public safety so long as such ordinances and/or regulations apply to all builders in the VILLAGE (except to extent that any agreements heretofore

entered into between VILLAGE and other builders and/or developers do not allow any such changes to be applicable to them), provided, however, that should VILLAGE amend any ordinance, repeal any part or all of an existing ordinance, or hereafter enact any ordinance as may be required by the new CONSTITUTION of the State of Illinois, or enabling legislation thereunder, or as required by the Metropolitan Sanitary District of Greater Chicago or any other governmental agency now in existence or hereafter created, having present or future jurisdiction supercedes the jurisdiction of the VILLAGE, VILLAGE may enact such ordinances, and said ordinances shall bind the SUBJECT PROPERTY; provided, however, that said enactment shall not preclude OWNERS OF RECORD at their expense from challenging the authority of the governmental agency or agencies, or the validity of the requirements imposed on the VILLAGE by said governmental agency. OWNERS OF RECORD agree during the five year term hereof not to contest or in any way attempt to hold invalid any ordinance of the VILLAGE relating to zoning, subdivision or building enacted prior to the date hereof.

17. The Village hereby waives any requirements that the front yard building line be shown on the final Plat of Subdivision because VILLAGE ordinance does not require it.

18. The VILLAGE agrees to issue building permits for model homes without water and sewer first being connected;

provided, however, that no occupancy permits shall be issued for such model homes until sewer and water facilities are available and connected and provided reasonable access shall be provided for VILLAGE Inspectors.

19. This agreement shall inure to the benefit of and be binding upon the successors in title of DEVELOPERS and upon the successors of corporate authorities of the VILLAGE OF ORLAND PARK. It shall be valid and binding for a period of five (5) years from the date hereof. This Agreement may be amended from time to time with the mutual consent of the parties hereto. However, the obligation to construct public improvements shall be a covenant running with the land for the benefit of the VILLAGE and present and future owners of the Subdivision.

20. Notwithstanding the fact that WILLIAM J. NIELSEN and BETTY NIELSEN, and WILLIAM T. FRANZ and NANNETTE M. FRANZ have an interest in the real estate and are included in the "DEVELOPERS" designation, said individuals shall not be personally liable for the payment of money to the VILLAGE pursuant to the terms of this Development Agreement, unless said persons, their heirs or devisees, or any of them, shall place themselves hereafter in the status of being actively engaged in the construction development of said real estate.

21. Should any provision or provisions hereof be declared invalid for any reason whatsoever, said declaration of invalidity shall affect only the provision or provisions so declared

invalid and all other provisions of this Agreement shall remain in full force and effect.

22. Any and all notices required hereunder shall be served by Certified Mail, return receipt requested, to:

VILLAGE: - c/o Village Clerk
14415 Beacon Avenue
Orland Park, IL 60462

OWNERS - James Sylvester, President
First Suburban Builders Corporation
17113 Inverness Drive
Tinley Park, IL 60477

23. All residences constructed on the SUBJECT PROPERTY shall be constructed in accordance with the provisions of the Annexation Agreements. Residence structures shall be constructed of a minimum of fifty (50%) percent exterior masonry (provided that the ground floor of said structure shall be of one hundred (100%) percent exterior masonry), the balance may be of frame construction. Where brick is used, the same type brick shall be used consistently in said building. The minimum size of single family residences (excluding garages) shall be as follows:

A. One (1) story above grade to contain a minimum 1,400 square feet of floor area.

B. One (1) story raised ranch main floor to contain a minimum 1,400 square feet of floor area.

C. Split level above grade to contain a minimum 1,400 square feet of floor area.

D. Two (2) story above grade to contain a minimum of 2,000 square feet of said floor area with a minimum of 1,000 square feet of said floor area to be on the first floor.

24. Before construction shall have commenced, DEVELOPERS and the VILLAGE shall designate certain streets as construction streets and all trucks delivering materials or engaged in such construction, shall use such designated streets. DEVELOPERS agree to use their best efforts to minimize the amount of dirt and debris brought onto existing roads from the SUBJECT PROPERTY during the course of construction, and shall remove expeditiously as their own expense any such dirt and debris brought onto the streets.

25. DEVELOPERS will not permit top soil stored on the property to be cut to dangerous or abrupt grades.

26. DEVELOPERS, at their own cost, agree to provide the VILLAGE "as built" engineering plans and specifications upon substantial completion of the public improvements within sixty (60) days of the completion.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made this 23RD day of November, 1988.

VILLAGE OF ORLAND PARK, an Illinois Municipal Corporation

By: _____
Village President

ATTEST:

_____
Village Clerk

FIRST SUBURBAN BUILDERS CORPORATION

By: _____ President

ATTEST:

_____

"OFFICIAL SEAL"
Ann M. Davis
Notary Public, State of Illinois
My Commission Expires 2/2/89

William J. Nielsen

Betty Nielsen

William T. Franz

Nannette M. Franz

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

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY that Frederick T. Owens, personally known to me to be the President of the Village of Orland Park, Illinois, and Anne M. Limanowski, personally known to me to be the Village Clerk of the Village of Orland Park, Illinois, 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 this instrument and caused the official seal of the Village to be affixed thereto, pursuant to authority given by the Board of Trustees of the Village as their free and voluntary act, and as the free and voluntary act and deed of the Village, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 6TH day of DECEMBER, 1988.

Notary Public

"OFFICIAL SEAL"
Betty E. Faust
Notary Public, State of Illinois
My Commission Expires 2-22-91

89334722

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

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that James E. Sylvester, President of FIRST SUBURBAN BUILDERS CORPORATION, and _____, Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ President 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.

GIVEN under my hand and notarial seal this 23rd day of November, 1988.

"OFFICIAL SEAL"
Ann M. Davis
Notary Public, State of Illinois
My Commission Expires 2/21/89

Ann M. Davis
Notary Public

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

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that WILLIAM J. NIELSEN and BETTY NIELSEN, (his wife) 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 acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20 day of February, 1989.

Ralph A. Hermanson
Notary Public
Exp 12-18-1989

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

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that WILLIAM T. FRANZ and NANNETTE M. FRANZ, (his wife) 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 acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6 day of March, 1989.

Ralph A. Hermann
Notary Public
Exp. 12-18-1989

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COOK COUNTY RECORDER

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