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AMENDMENT TO ANNEXATION AGREEMENT

MALLARDS LANDING II

OFFICIAL BUSINESS  
VILLAGE OF ORLAND PARK, ILL  
JIM L. STORTZUM  
VILLAGE ATTORNEY

THIS AGREEMENT, made and entered into this 1/7/11 day of January, 1990, by and between the VILLAGE OF ORLAND PARK, an Illinois Municipal Corporation, hereinafter called "VILLAGE", and FIRST SUBURBAN BUILDERS CORPORATION, an Illinois Corporation, hereinafter called "OWNER".

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WITNESSETH:

WHEREAS, on December 5, 1988, a certain Annexation Agreement between the VILLAGE OF ORLAND PARK and FIRST SUBURBAN BUILDERS, an Illinois Corporation, et al, was executed; and

WHEREAS, said Annexation Agreement related to the real estate described as follows, to-wit:

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.
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.
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.

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WHEREAS, pursuant to the terms of said Annexation Agreement the real estate therein described was annexed to the Village of Orland Park; and

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WHEREAS, the real estate is subject to the provision of the Special Use Planned Development Permit authorized by Ordinance No. 1845; and

WHEREAS, there are various covenants of said Annexation Agreement which are being performed; and

WHEREAS, OWNER and VILLAGE desire that said Annexation Agreement be amended to modify certain covenants based upon the OWNER'S acquisition of an additional five acre parcel which shall be incorporated in the development approved by the said Agreement dated December 5, 1988; and

WHEREAS, the five acre parcel is described as follows, to-wit:

4. The North 5 acres of the South 10 acres of the North 20 acres of the South East 1/4 of the North East 1/4 of Section 29, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois; and

WHEREAS, the OWNER is the sole owner of the aforesaid four parcels of real estate; and

WHEREAS, the VILLAGE is agreeable to the Amendment of said Annexation Agreement to include the annexation, zoning and development of the five acre parcel as hereinafter set forth; and

WHEREAS, pursuant to the provisions of the Statutes of the State of Illinois, the corporate authorities of the VILLAGE have duly held the public hearings upon this Amendment to Annexation Agreement and have given notice of said public hearings as required by law; and

WHEREAS, the corporate authorities of the VILLAGE have considered this Amendment to Annexation Agreement and have determined that the best interests of the VILLAGE will be served by this Amendment to Annexation Agreement.

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:

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1. That the Preambles shall be and constitute a part of this Agreement.
2. That this Amendment to Agreement (AMENDMENT) is made pursuant to and in accordance with the provisions of Chapter 24, Article 11, 15.1-1 et seq. of the Illinois Revised Statutes 1987.
3. This AMENDMENT, unless otherwise indicated, shall be applicable to and relate to the four parcels of real estate (hereinafter PROPERTY) 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.
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.
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.
4. The North 5 acres of the South 10 acres of the North 20 acres of the South East 1/4 of the North East 1/4 of Section 29, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois; and

4. The OWNER upon execution of this AMENDMENT will file with the Village Clerk or with the Clerk of the Circuit Court of Cook County, Illinois, a certain petition or petitions in conformance with Chapter 24, Article 7 of the Illinois Revised Statutes 1987, requesting annexation of PARCEL 4 to VILLAGE.

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5. The VILLAGE agrees to pass upon filing of such Petition or entry of such court orders as may be prerequisite, such ordinance or ordinances in compliance with Chapter 24, Article 7 of the Illinois Revised Statutes 1987 as are or may be necessary to annex PARCEL 4 and incorporate same within the limits of VILLAGE, said Ordinance or Ordinances to be passed as soon as possible after execution of the AMENDMENT.

6. VILLAGE agrees to pass within a reasonable time after passage of the Ordinance or Ordinances annexing PARCEL 4 an Ordinance or Ordinances to amend the Zoning Ordinance of the Village of Orland Park, Illinois, Ordinance No. 656, as Amended, to classify said PROPERTY in the R-4 General Residence District.

In addition, the VILLAGE agrees to pass an Ordinance authorizing the issuance of an Amended Special Use Planned Development Permit amending Ordinance Number 1845, affecting the PROPERTY. The amended Special Use Planned Development Permit shall be subject to the following conditions:

1. That prior to the issuance of a building permit for the multi family area, the OWNER shall provide to the VILLAGE for approval a detailed drawing of the lot and surrounding open space showing such amenities as a walking path around the detention pond.
2. That, other than the road shown as a public street on the said drawings, the roads located within the multi-family area shall be private roads without sidewalks and shall be 28 feet from back to back of curb.
3. That, prior to the issuance of a building permit for the multi family area, the OWNER shall submit a pathway plan to the VILLAGE for review and approval. Said plan shall include the specifications for a stone path as provided for in the plan of development.
4. That all final development plans shall contain and comply with setback regulations [generally thirty (30) feet] except twenty-five (25) feet is permitted from a private street if there is no intervening sidewalk.

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5. That the OWNER advise prospective buyers of wetland matters and post several interpretative signs near natural areas.
6. That the VILLAGE and ORLAND PARK HISTORICAL FOUNDATION is permitted reasonable access into the multi family area for archeological review prior to the issuance of the first permit.
7. That the pathway shown on the December 1, 1988 Plan between the multi family units and the single family residences be deleted as shown and that the fence separating single family from multi family residences not be required.
8. That the townhome unit shown on the December 1, 1988 Plan at the North side of the Northeastern entry road be turned to face the inner circle road so that there is no driveway onto the entry road.
9. That the 4-foot wide bicycle path or a sidewalk, if approved by the VILLAGE, to be installed along the PROPERTY'S 167th Street frontage shall be located within the right of way if permitted by the topography or otherwise it shall be located on an easement from the OWNER to the extent the right of way is not useable.
10. That no utility easement shall be located in a designated tree line as shown on the two page Plan dated December 1, 1988 Preliminary Plan for the 103 acres, subject to final Engineering review and approval, with the restriction that no construction occur in the tree line.
11. That each multi family unit shall include at least a two-car garage.
12. That with respect to the installation of cluster mailboxes, the following shall apply:
  - a. In the multi family housing portion of the development, the OWNERS OF RECORD will use reasonable efforts to oppose the installation of cluster mailboxes in the Development; and absent success in opposing the use of cluster mailboxes located at convenient places within the development. The VILLAGE shall be advised of the status of the mailbox issue and the final disposition with respect to cluster mailboxes shall be subject to approval by OWNERS OF RECORD, the Post Office and the VILLAGE.
  - b. In the single family detached housing portion of the development, the OWNERS OF RECORD shall provide in each contract of sale for a lot or house that buyer shall erect within three (3) days after closing a mailbox of their choosing for the curb mail delivery and pickup service of mail for their residence.

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7. There has heretofore been presented and approved a master plan of development prepared by Ives Ryan Group, and described as "Mallard Landings Concept Plan" dated April 10, 1990. The PROPERTY will be developed in one or more phases in accordance with said Plan, except as otherwise specifically provided in this Agreement. It is understood that OWNER intends to subdivide a portion of the PROPERTY into forty two (42) lots for single family residences and to build 80 townhome units on the remaining part of the PROPERTY.

In addition, the 7.10 acre of park together with a private and improved .50 acre lot shall be required to satisfy the park land donations pursuant to Ordinance No. 1783 for Parcels 1, 2 and 3 and the real estate subject to the Agreement authorized by Ordinance No. 1828, all of which are described in Special Use Ordinance No. 1845. Said park land is shown on that drawing dated December 1, 1988 entitled, "Mallard Landings" prepared by Ives Ryan Group. As indicated in the Development Agreement for the 65 acre parcel as authorized by Ordinance No. 1828, the 7.10 acre park shall be improved during the development of phase three (southern one third) of that 65 acre development.

8. OWNER will cause to be constructed and installed at his own expense in the above-described real estate and development in accordance with plans and specifications prepared by Edmund M. Burke and Associates which said plans and specifications shall be reviewed and approved by the Village Engineer and the President and Board of Trustees of VILLAGE, all public improvements provided for in said plans and specifications, including a street, pavements, curbs, gutters, water mains, storm and sanitary sewers, street lights, internally and at the intersections of the development's roads and 104th Avenue, sidewalks along 104th Avenue, a bike path along 167th

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Street, and street signs. Further, the OWNER shall dedicate fifty (50) feet for 104th Avenue right-of-way and seventeen (17) feet for 167th Street right of way. The Plat(s) of Subdivision shall contain such restrictive covenants, drainage covenants and easement provisions as are or were required by the President and Board of Trustees as a condition to approval of the Plat(s) of Subdivision which may be approved in two or more phases. In addition, no building permit or construction shall commence on any land covered by a proposed Plat until documentation or evidence is received by the VILLAGE that the OWNER is not violating a wetland regulation or a waters of the United States.

9. For the purpose of securing approval from the VILLAGE of Final Plat(s) of Subdivision and the recording of said Plat or Plats of Subdivision, OWNER agrees to furnish security for the construction of the public improvements in the form of an irrevocable commercial letter of credit issued by a sound commercial bank, or other form of security as provided in Ordinance No. 1928, or any Ordinance amending same. The amount shall be approved by the Village Engineer in accordance with Ordinance 1928. No construction of public improvements shall commence until the plans and specifications for the public improvements have been approved, the agreement for construction of the public improvements as herein provided has been executed, and the minimum security has been provided for the improvements related to the Plat approval.

OWNER agrees to maintain and keep in good repair the public improvements that are constructed until such time as acceptance thereof has been made by VILLAGE.

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10. OWNER agrees to pay to VILLAGE water connection charges established pursuant to Ordinance No. 1308 of VILLAGE at the current rate of \$1,450 per single family dwelling unit, and \$1,000 per each single family attached unit, or at such other charge as may be established by Ordinance from time to time hereafter. Said sum shall be paid at the time of issuance of the building permit for each single family dwelling unit. Also, a \$400 per unit Local Facility Charge is due per each single family attached unit.

11. OWNER agrees to pay to VILLAGE a park contribution fee in the amount of \$17,200, pursuant to the provisions of Ordinance No. 1783, such sum shall be paid by paying the sum of \$600 per dwelling unit until paid (29 dwelling units), based upon the number of units included with the building permit to be issued.

12. OWNER agrees to contribute to the VILLAGE the sum of \$48,800, for fees by agreement. \$12,200 shall be paid on or before December 31, 1990, and a like amount shall be paid each year thereafter with the final payment being due on or before December 31, 1993. Said sums of money shall be a lien on the real estate described in this Agreement until paid, and OWNER acquiesces and agrees to the payment of said sums being a lien on said real estate subordinate to any acquisition loan or construction development loan of any developer of the PROPERTY from the date hereof. In the event of a default in the payment of said sums, or any part thereof, the VILLAGE shall have the right to foreclose the lien aforesaid in the same manner as provided for with respect to a mortgage foreclosure. Said lien shall be reduced by the amount(s) paid. Nothing herein contained shall limit the right of OWNER to prepay the permit amount set forth above for the release of lien with respect to any lot or lots.

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VILLAGE shall solely determine how said sums so paid shall be allocated and disbursed.

Sums of money required to be paid hereunder shall be obligations of the OWNER and successors in title, and no conveyance of the real estate shall relieve OWNER or any of them or any subsequent Owners of said obligation. In the event of a default in payment, in addition to the remedy of foreclosure of the lien aforementioned, VILLAGE shall have all other rights and remedies against OWNER or any of them or any subsequent owners for the collection of monies.

13. OWNER agrees to pay a Road Exaction Fee in the amount of \$183,000.00, due pursuant to Ordinance No. 1948. It shall be paid in the amount of \$1,500.00 per residential unit upon the issuance of each residential building permit. The said monies shall be used toward roadway improvements, including but not limited to road improvements, street lights and traffic signals, for 104th Avenue, 106th Avenue and 167th Street where said roads generally adjoin the PROPERTY.

14. OWNER agrees to make a contribution of money for the benefit of School District No. 135 pursuant to the provisions of Ordinance No. 1783 in the amount of \$35,780 OWNER shall pay \$490 per each single family permit and \$190 per each single family attached unit within a permit until said sum is paid.

OWNER, in accordance with Ordinance No. 1783, shall pay High School District 230 the total sum of \$12,200.00 by paying at time of permit \$100.00 per each living unit included in a permit.

15. All residential 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

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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.

16. Unless specifically provided elsewhere in this agreement the OWNER agrees 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 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.

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17. It is understood that permission for construction of certain of the public improvements contemplated herein requires approval by the Water Reclamation 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 OWNER acknowledges and agrees 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 OWNER and VILLAGE by Water Reclamation District of Greater Chicago, or such other governmental agency.

VILLAGE agrees to permit connection of the public improvements to be constructed on the PROPERTY to the water and sewer facilities of the municipality and agrees to furnish water and sewer service to OWNER on the same basis as said services are furnished to other parts of the VILLAGE of Orland Park, but the VILLAGE is not obligated to extend lines to the PROPERTY. OWNER agrees that all public improvements required to serve the 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 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 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 OWNER shall maintain said streets at its own expense.

18. OWNER agrees 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 Plans of Subdivision. All electric and telephone company and cable television wires shall be located underground.

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 President and 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 with 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 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 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 OWNER, or that said improvements have been built in accordance with the Approved Engineering Plans and Specifications. OWNER agrees to convey by appropriate instrument

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and VILLAGE agrees to promptly accept, subject to terms hereof, the public improvements constructed in accordance with the Approved Engineering Plans and Specifications. Further, OWNER agrees to pay the real estate taxes for all property conveyed pursuant to this agreement and the Development Agreement pursuant to Ordinance No. 1828 for the year of conveyance or the date of the delivery of the deed, whichever is later, and for prior years.

19. 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 OWNER agrees 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.

20. The VILLAGE agrees that the design of streets constructed on the PROPERTY shall be as follows:

- (a) 3" rolled curb
- (b) 9" crushed stone Base
- (c) 2" binder course
- (d) 1" surface course

21. 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 painting 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

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been completed and so long as the OWNERS have deposited with Chicago Title Insurance Company, or other title company agent, an amount sufficient to complete the work, and have shown evidence to VILLAGE that such amount has been deposited.

22. OWNER understands that it may construct and maintain a Subdivision sign not exceeding 64 square feet along 104th Avenue during the term of this agreement.

VILLAGE agrees to permit the OWNER to maintain a construction trailer on the PROPERTY once development begins for a period not exceeding the term of this agreement or until the development is complete, whichever occurs first.

OWNER agrees to create covenants of record requiring buffering and landscaping installation and maintenance separating the single and multi-family residence and buffering the five (5) acre parcel located South of 167th Street and West of the property closest to 104th Avenue.

23. The VILLAGE expressly agrees not to change or modify its subdivision ordinances except as provided herein, insofar as they apply to PROPERTY heretofore described during the period of five (5) 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 the 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

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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 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. OWNER agrees during the five year term hereof not to contest or attempt to hold invalid any ordinance of the VILLAGE relating to zoning, subdivision or building enacted prior to the date hereof.

24. 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.

25. 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 provide reasonable access shall be provided for VILLAGE inspectors.

26. This Agreement shall inure to the benefit of and be binding upon the successors in title of OWNER and upon the successors of corporate authorities of the VILLAGE. 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.

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27. It is agreed that the terms of performance of any of the covenants herein contained, as to any of the parties hereto, may be extended by mutual agreement which shall not be unreasonably withheld, but not to exceed a period of two (2) years without requiring further hearing on any amendment of this agreement.

28. 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.

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

VILLAGE - c/o Village Clerk  
14700 Ravinia Avenue  
Orland Park, Il. 60462

OWNER - James Sylvester, President  
First Suburban Builders Corporation  
10711 Landings Drive  
Orland Park, Il. 60462

- Copy Richard Farmer, Esq.  
Carroll, Hartigan, McCauley, Ltd.  
One North LaSalle Street  
Chicago, Illinois 60602

30. Before construction shall have commenced, OWNER 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. OWNER agrees to use its best efforts to minimize the amount of dirt and debris brought onto existing roads from the PROPERTY during the course of construction, and shall remove expeditiously at its own expense any such dirt and debris brought onto the streets.



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

32. OWNER, at its own cost, agrees to provide the VILLAGE "as built" engineering plans and specifications upon substantial completion of the public improvements within sixty (60) days of the completion.

33. It is agreed that all covenants contained in that Annexation Agreement dated December 5, 1988 which conflict with the terms hereof are expressly terminated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made this 4th day of June, 1990.

VILLAGE OF ORLAND PARK, ILLINOIS,  
an Illinois Municipal Corporation

ATTEST:

James V. Dodge

By: [Signature]

FIRST SUBURBAN BUILDERS CORPORATION,  
an Illinois Corporation

ATTEST:

Edward J. [Signature]

By: [Signature]

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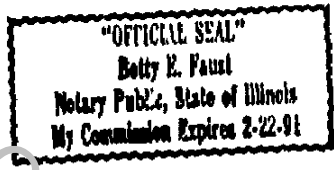
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STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF C O O K     )

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 James V. Dodge, Jr., 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 notarial seal this 4/16 day of June, 1990.

Betty E. Faulstich  
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 the County and State aforesaid, DO HEREBY CERTIFY that James E. Sylvester, President of FIRST SUBURBAN BUILDERS CORPORATION, an Illinois Corporation, and Edward Sylvester, Asst. Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ President and Asst. 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 25<sup>th</sup> day of September, 1990.



Ann M. Davis  
Notary Public

COOK COUNTY RECORDER

DEPT-08 HISC  
#4699 # 3 \* -90-51288  
T#2222 FROM B105 10/19/90 12:35

Property of Cook County Clerk's Office

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