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OFFICIAL BUSINESS  
VILLAGE OF TINLEY PARK  
16250 S. Oak Park Ave  
Tinley Park, IL, 60477

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

**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. 90-R-010

"RESOLUTION AUTHORIZING EXECUTION OF ANDEXTION AGREEMENT (MELVIN AND DOLORES SCHULTZ)"

which Resolution was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 6TH day of MARCH 1990, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 6TH day of MARCH, 1990.

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, SEAMAN, VANDENBERG

NAYS: NONE

ABSENT: REA

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\*314 \*B \*90-163912  
COOK COUNTY RECORDER

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 10TH day of MARCH, 1990.

*Frank W. German Jr.*  
Village Clerk

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F.E.W

Box 324

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RESOLUTION NO. 90-R-010

RESOLUTION AUTHORIZING EXECUTION OF  
ANNEXATION AGREEMENT (MELVIN AND DOLORES SCHULTZ)

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, did hold a public hearing to consider an annexation 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 such Annexation Agreement (the "Annexation Agreement") being 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 Annexation 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: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: 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 "Annexation Agreement (Melvin and Dolores Schuldt)" 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 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby

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authorized to execute for and behalf of said Village of Tinley Park the aforesaid Annexation Agreement.

Section 4: That this Resolution shall take effect from and after its passage and approval.

PASSED this 6TH day of MARCH, 1990, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: FULTON, HANNON, MATUSHEK, SEAMAN, VANDENBERG

NAYS: NONE

ABSENT: REA

APPROVED this 6TH day of MARCH, 1990, by the President of the Village of Tinley Park.

  
\_\_\_\_\_  
Village President

ATTEST:

  
\_\_\_\_\_  
Village Clerk

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ANNEXATION AGREEMENT (MELVIN AND DOLORES SCHULDT)

INTRODUCTION

1. This Agreement entered into this 6 day of March, 1990, by and between the VILLAGE OF TINLEY PARK, Illinois, a municipal corporation (hereinafter referred to as the "Village"); and MELVIN SCHULDT and DOLORES SCHULDT, his wife (hereinafter collectively referred to as "Owner").

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:

Beginning at a point in the North line of the said West 1/2 of the Northwest 1/4 of Section 35, Township 36 North, Range 12 East of the Third Principal Meridian, that is 454.74 feet East of the Northwest corner thereof and running thence South along a line that forms an angle of 90° 0' 0" with the said North line of the West 1/2 of the Northwest 1/4 a distance of 225.0 feet to a point; thence East along a line forming an angle of 90° 0' 0" to the left of a prolongation of the last described course, a distance of 193.60 feet to a point; thence North along a line forming an angle of 90° 0' 0" to the left of a prolongation of the last described course, a distance of 225.0 feet to a point in the North line of said West 1/2 of the Northwest 1/4 of Section 35; thence West along the said North line of the West 1/2 of the Northwest 1/4 of Section 35, a distance of 193.60 feet to the place of beginning, all in Cook County, Illinois.

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

3. The Subject Property consists of a tract of land approximately 225' by 193.60' and is located generally in unincorporated Cook County, Illinois, at approximately 8700 West 175th Street (on the south side of 175th Street).

4. Legal title to the Subject Property is vested in Owner.

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.

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RECITALS:

1. The parties hereto, being the Village and Owner desire that the Subject Property be annexed to the Village, subject to the terms and conditions as hereinafter set forth, said Subject Property being legally described on EXHIBIT A attached hereto and hereby made a part hereof, and that the Subject Property be developed in the manner as set forth in this Agreement, with the Subject Property to be zoned and developed under the R-2 Single-family Residential District provisions of the Tinley Park Zoning Ordinance.

2. Owner has petitioned the Village for annexation of the Subject Property to the Village and for an amendment to the Zoning Ordinance of the Village classifying the Subject Property as more fully hereinafter provided.

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 requesting annexation and zoning of the Subject Property to enable development as herein provided. The Village has caused the issuance of proper notice and the conduct of all hearings by all necessary governmental entities to effectuate such annexation and rezoning as herein provided, including all hearings 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 resolution;
- (b) Enactment of an annexation ordinance annexing the Subject Property to the Village;
- (c) Adoption of such ordinances as are necessary to effectuate the terms and provisions of this Agreement, including the classification of the Subject Property for purposes of zoning pursuant to the terms and conditions of this Agreement;

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(d) The adoption of such other ordinances, resolutions and actions as may be necessary to fulfill and implement this Agreement pursuant to the terms and conditions herein contained.

5. Any library district, fire protection district, and other entity or person entitled to notice prior to annexation of the Subject Property to the Village has been given notice thereof by the Village as required by law.

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

**SECTION ONE: Annexation.**

The Owner has filed a petition for annexation of the Subject Property to the Village pursuant to statute in such cases made and provided.

Subject to the provisions of Chapter 24, Article 7, of the Illinois Revised Statutes, and such other statutory provisions as may be relevant and the Home Rule powers of the Village, the Village shall by proper resolution and ordinance, cause approval and execution of this Agreement and immediately thereafter cause the Subject Property to be annexed to the Village. Also the Village, upon annexation, shall thereafter adopt all ordinances respecting the zoning, use and development of the Subject Property as herein provided. A plat of annexation of the Subject Property is attached hereto as EXHIBIT A. 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 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 and Plan Approval.**

1. Zoning. The Village, upon annexation of the Subject Property 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-2 Single-family Residential District.

2. Plan Approval. The Subject Property shall be developed substantially in accordance with the plan appended hereto and incorporated herein as EXHIBIT B entitled "Second Addition to Schuldt Homelands," prepared by Howard E. Graasch, 9700 West 125th Street, Palos Park, Illinois, and shall consist of two single-family detached residential lots in accordance with said site plan (EXHIBIT B) as approved or as subsequently amended and approved by the Village.

**SECTION THREE: Utility Recaptures.**

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 developed under this Agreement, and the policy of providing recapture for the construction of future central retention ponds,

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

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

<u>Recaptures</u>	<u>Total Amount Due*</u>
<u>Lift Station</u>	
171st and 80th Avenue	\$ 666.86
<u>Sever</u>	
Bornet 36" Sanitary Sewer (1 acre @ \$40.00 per gross acre)	40.00
Timbers 27" Sanitary Sewer (1 acre @ \$110.70 per gross acre)	110.70
Timbers 24" Sanitary Sewer (1 acre @ \$275.60 per gross acre)	275.60
<u>Storm Water Detention (Future Central Detention Pond I)</u>	<u>3,960.00</u>
<u>Roads -</u>	
175th Street - 193.6' @ \$41.51 per lineal foot	8,013.92
<u>Water</u>	
Village 12" Water Main	<u>\$ 3,872.00</u>
<b>TOTAL RECAPTURES DUE</b>	<b><u>\$26,939.08</u></b>

\*Includes applicable interest

#### SECTION FOUR: Contributions.

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

	<u>Per Single-Family Attached Unit</u>
Water Construction Fund	\$ 300.00
Sewer Construction Fund	\$ 100.00
Elementary School District No. 140	\$3,800.00
High School District No. 230	\$ 100.00

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Tinley Park Volunteer Fire Dept.	\$ 100.00
Tinley Park Board of Library Directors	\$ 100.00
Tinley Park Park District	\$ 125.00
E.S.D.A. Siren System	\$ 15.00

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: Easements.**

The Owner agrees at the time of approval of the Annexation Agreement to grant to the Village, and/or obtain grants to the Village of, all necessary easements for the extension of sanitary and storm sewers, 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 to obtain all easements, both on site and off site, necessary to serve the Subject Property, with the Village being a named grantee in each such easement and with each such easement to be in a form satisfactory to the Village Attorney.

**SECTION SIX: Developmental Codes and Ordinances and General Matters.**

The development of the Subject Property and of each lot respectively encompassed by this Agreement shall be in accordance with the existing building, zoning, subdivision, storm water retention and other developmental codes and ordinances of the Village as they exist (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 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

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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 and accepted by the Village.

**SECTION SEVEN: Sidewalks and Street Dedication.**

Owner shall be required to construct a sidewalk along the entire length of 175th Street adjacent to the Subject Property, all in accordance with all Village and Cook County standards and in accordance with final engineering plans approved by the Village and the County.

The Owner also shall dedicate or cause to be dedicated a right-of-way of 40 feet for 175th Street along the entire length of the Subject Property adjacent to 175th Street.

The cost of the sidewalk and all street trees shall be included in the required letter of credit for 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.

**SECTION EIGHT: Water Supply.**

Owner shall be required to construct at their expense all water service lines to service the Subject Property in accordance with the Subdivision Regulations Ordinance of the Village and final engineering plans approved by the Village.

**SECTION NINE: Sanitary Sewers.**

Owner shall be required to construct at their expense all sanitary sewer service lines to service the Subject Property in accordance with the Subdivision Regulations Ordinance of the Village and final engineering plans approved by the Village.

**SECTION TEN: Utilities.**

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

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**SECTION ELEVEN: 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 Owner'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 TWELVE: Notices.**

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

For the Village:

1. Village President  
Village Hall  
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 La Salle Street  
Suite 1600  
Chicago, Illinois 60601  
Attention: Terrence M. Barnicle

For the Owner:

1. Melvin and Dolores Schuldt  
8701 West 175th Street  
Tinley Park, Illinois 60477

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

**SECTION THIRTEEN: Provisional Occupancy Permits.**

The Village will grant provisional occupancy permits for individual residences between December 1st and April 15th if weather prevents the Owner 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 Owner 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 an escrow agent approved by the Village 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% of the estimated cost of completion of the work remaining to be done, with such cost estimate to be approved by the Village.

**SECTION FOURTEEN: Dedication of Real Estate.**

Any conveyance, dedication or donation of real estate required of Owner (hereinafter referred to collectively as "Grantor" in this Section Nineteen) 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.

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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 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

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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 Grantor.

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

**A. To Effective Date of Agreement.**

The Owner 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; and
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 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, the negotiation and preparation of letters of credit and escrow agreements to be entered into as security for the completion of land improvements, and the enforcement of this Agreement and/or any ordinances of the Village by any administrative proceedings under the ordinances of the Village or under state statute or by any court action, including but not limited to prosecutions for violation of any such ordinances and/or this Agreement.

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

Notwithstanding the immediately preceding paragraph, Owner 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 and/or the Village, which relate to the terms of this Agreement, then, in that event, the Owner, 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 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, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Owner shall reimburse the Village from time to time on written demand from the President of Village and notice of the amount due for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other

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expenses of litigation, incurred by the Village in connection therewith.

In the event the Village institutes legal proceedings against Owner for violation of this Agreement and secures a judgment or settlement in its favor, the court having jurisdiction thereof shall determine and include in its judgment against Owner 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 may, in their sole discretion, appeal any such judgment rendered in favor of the Village against Owner.

**SECTION SIXTEEN: Warranties and Representations.**

The Owner represent and warrant to the Village as follows:

1. That the legal title holder and the owner of record of the Subject Property is in the Owner in joint tenancy.
2. That other than the Owner, no other entity or person has any interest in the Subject Property or its development as herein proposed.
3. That Owner has provided the legal description of the Subject Property set forth in this Agreement and that said legal description is accurate and correct.
4. That the representations and undertakings in paragraphs 2 and 6 of the Introduction are hereby confirmed to be true and correct and to be complied with.

**SECTION SEVENTEEN: Continuity of Obligations.**

Notwithstanding any provision of this Agreement to the contrary, including but not limited to the sale or conveyance of all or any part of the Subject Property by Owner, the Owner shall at all times during the term of this Agreement remain liable to Village for the faithful performance of all obligations imposed upon Owner by this Agreement until such obligations have been

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fully performed or until Village, at its sole option, has otherwise released Owner from any or all of such obligations.

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

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

**SECTION NINETEEN: Village Approval or Direction.**

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

**SECTION TWENTY: Singular and Plural.**

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

**SECTION TWENTY-ONE: Section Headings and Subheadings.**

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

**SECTION TWENTY-TWO: Recording.**

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

**SECTION TWENTY-THREE: Amendment.**

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Owner and the Village relative to the subject matter thereof, and there

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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-FOUR: Impact Requirements.**

Owner agrees that any and all recaptures, contributions, dedications, donations and easements provided for in this Agreement substantially advance legitimate governmental interests of the Village, including, but not limited to, providing its residents, and in particular the present, if any, and future residents of the Subject Property, with access to and use of public utilities, streets, libraries, schools, parks and recreational facilities, fire protection, and emergency services. Owner further agrees that the recaptures, contributions, dedications, donations and easements required by this Agreement are reasonably related to and made necessary by the development of the Subject Property.

**SECTION TWENTY-FIVE: Counterparts.**

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

**SECTION TWENTY-SIX: Curing Default.**

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

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

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

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**SECTION TWENTY-EIGHT: Severability.**

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

**SECTION TWENTY-NINE: Definition of Village.**

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

**SECTION THIRTY: Execution of Agreement.**

This Agreement shall be signed 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth on Page One hereof.

ATTEST:

Village of Tinley Park

By: Frank W. Germain Jr.  
Village Clerk

By: Melvin Schuldt  
Village President Pro-tem

MELVIN SCHULDT, as Owner

Melvin Schuldt

DOLORES SCHULDT, as Owner

Dolores M. Schuldt

20163912

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/2011



# UNOFFICIAL COPY

Attest: \_\_\_\_\_

Property of Cook County Clerk's Office

11/11/11

BOX 324 TMB ED

COOK COUNTY CLERK'S OFFICE  
11/11/11



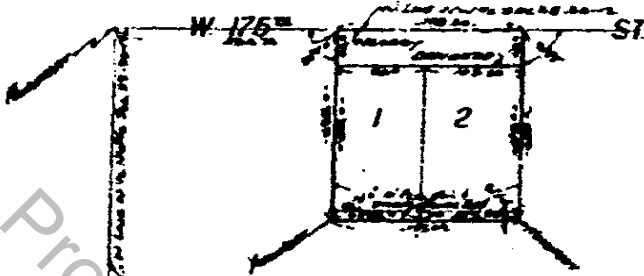
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## SECOND ADDITION TO SCHULDT HOMELANDS

A SUBDIVISION OF THAT PART OF THE W<sup>1/2</sup> NW<sup>1/4</sup> OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF THE SAID W<sup>1/2</sup> NW<sup>1/4</sup> OF SECTION 35 THAT IS 454.74 FEET EAST OF THE NORTH WEST CORNER THEREOF AND RUNNING THENCE SOUTH ALONG A LINE THAT FORMS AN ANGLE OF 93° 8' 8" WITH THE SAID NORTH LINE OF THE W<sup>1/2</sup> NW<sup>1/4</sup>, A DISTANCE OF 225.0 FEET TO A POINT; THENCE EAST ALONG A LINE FORMING AN ANGLE OF 93° 8' 8" TO THE LEFT OF A PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 191.60 FEET TO A POINT; THENCE NORTH ALONG A LINE FORMING AN ANGLE OF 93° 8' 8" TO THE LEFT OF A PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 225.0 FEET TO A POINT IN THE NORTH LINE OF SAID W<sup>1/2</sup> NW<sup>1/4</sup> OF SECTION 35; THENCE WEST ALONG THE SAID NORTH LINE OF THE W<sup>1/2</sup> NW<sup>1/4</sup> OF SECTION 35, A DISTANCE OF 191.60 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

90163912



STATE OF ILLINOIS )  
COUNTY OF COOK )

EDWARD E. BRASCH, AN ILLINOIS REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED SAID 2 LOTS AND 1 STREET. THE PROPERTY DESCRIBED IN THE CAPTION ABOVE, ALL OF WHICH IS CORRECTLY SHOWN ON THE PLAT HEREON DRAWN. DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF, CORRECTED TO THE STANDARD AT 62° TEMPERATURE. I DO FURTHER CERTIFY THAT NO PART OF THE LANDS INCLUDED IN THE PLAT HEREON DRAWN IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL FLOOD MANAGEMENT AGENCY. GIVEN UNDER MY HAND AND SEAL AT PALOS PARK, ILLINOIS, THIS 19th DAY OF March, A.D. 1990.

*[Signature]*  
EDWARD E. BRASCH - ILS 1152

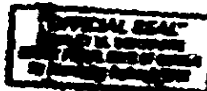
STATE OF ILLINOIS )  
COUNTY OF COOK )

THE UNDERSIGNED, MELVIN H. SCHULD, and DOLORES H. SCHULD, HUSBAND AND WIFE RESPECTIVELY, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE PROPERTY DESCRIBED IN THE CAPTION ABOVE, AND AS SUCH OWNERS, HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED AND SUBDIVIDED AS SHOWN ON THE PLAT HEREON DRAWN. GIVEN UNDER OUR HANDS AND SEALS THIS 19th DAY OF March, A.D. 1990.

MELVIN H. SCHULD  
DOLORES H. SCHULD

STATE OF ILLINOIS )  
COUNTY OF COOK )

EDWARD E. BRASCH, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT ON THIS DAY MELVIN H. SCHULD, and DOLORES H. SCHULD, HIS WIFE, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS OWNERS, APPEARED BEFORE ME IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 19th DAY OF March, A.D. 1990.



MY COMMISSION EXPIRES August 7, 1991

STATE OF ILLINOIS )  
COUNTY OF COOK )

I DO HEREBY CERTIFY THAT I FIND NO DEFERRED INSTALLMENTS OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS DUE AGAINST ANY OF THE LANDS INCLUDED IN THE PLAT HEREON DRAWN. DATED THIS 19th DAY OF March, A.D. 1990.

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF TINGLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, AT A MEETING HELD ON THE 19th DAY OF March, A.D. 1990.

*[Signature]*  
DAVID J. DUBOIS  
CHAIRMAN OF THE PLAN COMMISSION

*[Signature]*  
SECRETARY OF THE PLAN COMMISSION

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINGLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, AT A MEETING HELD ON THE 19th DAY OF March, A.D. 1990.

*[Signature]*  
VILLAGE PRESIDENT

ATTEST: *[Signature]*  
VILLAGE CLERK

EXHIBIT B

90163912