

UNOFFICIAL COPY

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Property of Cook County

FILE 6/2/90

Clerk's Office

1. The parties hereto desire that the subject property be annexed to the Village, subject to the terms and conditions as

RECITALS:

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.

4. The subject property, excepting parcels 2 and 3, is proposed to be developed by the Developer as a R-6 Planned Unit Development with 367 dwelling units for senior citizens as shown on EXHIBIT C hereto.

3. The subject property is generally located to the south of 13rd Street at 65th Avenue and north of Interstate 80. The subject property contains approximately 62 acres and is contiguous with the Village of Tinley Park.

2. The property subject to this Agreement and legal title (hereinafter referred to as "Developer") is herinafter referred to as the "owner" and made a part hereof. The said property is herinafter referred to as the "subject property".

1. This Agreement entered into this 18th day of January, 1990, 1990, by and between the Village of Tinley Park, Illinois, a municipal corporation (hereinafter referred to as the "Village"); and MILDRED NITZFELD and HERBERT NITZFELD, as owners in joint Tenancy of Parcel 2, and ALICE KAMPE and MELBA KAMPE as owners in joint Tenancy of Parcel 3 (hereinafter collectively referred to as the "owner"); and RSV, INC., an Illinois business corporation as owner of Parcel 1 and developer

INTRODUCTION.

PREMIER KATION AGREEMENT (RSV, INC.)

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

of Trustees to achieve the following:

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

hearings as are necessary to effectuate the plan of development such annexation and rezoning as herein provided, including all hearings by all necessary governmental entities to effectuate has caused the issuance of proper notice and the conduct of all property to enable development as herein provided. The Village petition by Owner and Developer requesting annexation of the above-described subject property and zoning of the subject Village with respect to annexation including the filing of a relevant statutes of the State of Illinois and ordinances of the 3. The parties hereto have fully complied with all property as more fully hereinafter set forth.

amendments to the zoning ordinance classifying the subject annexation to the Village of the subject property and for 2. Owner and Developer have petitioned the Village for

Tinley Park Zoning Ordinance.

Planned Unit Development (R-6 for Parcel 1) and R-1 Single Family Residential District (for Parcels 2 and 3) provisions of the developed in the manner as set forth in this Agreement under the hereinafter set forth and that the subject property be zoned and

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annexation shall extend to the far side of any adjacent highway EXHIBIT B. The new boundary of the Village resulting from such of the subject property to be annexed is attached hereto as of the subject property as herein provided. A plat of annexation adopt all ordinances respecting the zoning, use and development Village. Also the Village, upon annexation, shall thereafter this agreement cause the subject property to be annexed to the of this agreement and immediately after adoption and execution of Village shall by proper ordinances, cause approval and execution may be relevant and the Home Rule powers of the Village, the Illinois Revised Statutes, and such other statutory provisions as subject to the provisions of Chapter 24, Article 7, of the of this agreement.

annex the subject property pursuant to the terms and conditions has by execution of this agreement manifested its intention to pursuant to statute in such cases made and provided. The Village to the Village of the subject property legally described above The owner and Developer have filed a petition for annexation

SECTION ONE: Annexation.

values. Village and will constitute a preservation of environmental Village, as an implementation of the comprehensive plan of the conditions will constitute an improvement of the tax base of the development of the subject property pursuant to its terms and agreement and that such implementation of this agreement and and welfare of the community to execute and implement this and in furtherance of the public health, safety, comfort, morals best interests of the Village, current owner and the Developer 6. The parties hereto have determined that it is in the on the subject property under the jurisdiction of a township.

5. The subject property is not within a library district nor a fire protection district nor are any roads adjacent to or

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townhomes and 104 villa condominiums. maximum height of 5 stories, 40 single family cluster homes, 79 of not to exceed 144 condominium units in buildings with a total as EXHIBIT C. Developer shall be entitled to construct a total forth in the concept plan attached hereto and made a part hereof which planned unit development shall be substantially as set necessary procedures have been followed and approvals obtained, be granted for a planned unit development on Parcel 1 once all Medium Density Residential District, and that a special use shall described as Parcel 1 on EXHIBIT A to be classified under the R-6 Residential District, and that portion of the subject property under the zoning ordinance of the Village as R-1 single-family attached hereto and hereby made a part hereof to be classified the subject property described as parcels 2 and 3 on EXHIBIT A of the subject property to the Village cause those portions of proper ordinance after execution of this agreement and annexation and pursuant to requisite notice having been given, shall by want to statute and ordinances in such cases made and provided before the relevant governmental bodies having taken place pur-

V. The Village, upon annexation and necessary hearings

SECTION TWO: Zoning, Plan Approval and Design Standards.

effectuate the annexation of the subject property to the Village. and perform the terms and conditions of this agreement and to The Village shall take all actions necessary to carry out doing.

to the Village, and to aid and assist the Village in also so effectuate the annexation of the above-described subject property the terms, conditions and provisions of this Agreement and Developer shall do all things necessary and proper to carry out Upon the execution of this Agreement, the Owner and annexed.

and shall include all of every highway within the area so

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plan or plans shall be subject to the approval of the Village including landscape plans, which subsequent site and landscape property shall comply fully with a specific site plan or plans, Developer agrees that any development of the subject amended and approved by the Village.

concept plan (EXHIBIT C) as approved or as may be subsequently property shall be developed substantially in accordance with said plan"). The Developer agrees that Parcel 1 of the subject of July 12, 1989 as last revised on September 26, 1989 ("concept Park concept plan prepared by Ives-Ryan Group, Inc. and dated as and incorporated herein as EXHIBIT C entitled the lines of Tinley substantially in accordance with the concept plan appended hereto Parcel 1 of the subject property shall be developed

Residential District.

a density lower than allowed under the R-6 Medium Density site plan shall be, unless otherwise approved by the Village, at proposed zoning classification to the Village for approval, which Developer shall be required to submit a new site plan and classification under the Village's zoning ordinance, and the reclassified to the R-5 Low Density Residential District Parcel 1, or the relevant portion of Parcel 1, shall be special use for the planned unit development shall be revoked and is changed in the future from a senior citizen development, the Therefore, if the development on Parcel 1 or any portion thereof substantially less than a normal residential development. senior citizen project on Village and other services is the density and impact that would be involved. The impact of a the development was a normal residential development because of nor a special use for a planned unit development thereunder, it classification under the R-6 Medium Density Residential District, understood and agreed that the Village would not grant the is for a senior citizen residential complex. It is further It is understood and agreed that the development on Parcel 1

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The Village agrees that individual plats or portions of the subject property may be recorded in phases in the office of the Recorder of Deeds of Cook County, Illinois. At the discretion of Developer, each phase or combination of phases may be considered a separate subdivision, providing such subdivision as proposed complies with all provisions of this agreement and the subdivision Regulations Ordinance of the Village and further

c. Plat Approval - Phasing.

development. regulations of the Village in effect at the time of such development. comply with all then applicable codes, ordinances and rules and detention, and signs. In addition, all development shall fully lay-out, provisions for water and sewer service and storm water exteriors are prohibited), parking, landscaping, lighting, street any buildings including the exterior building materials (metal plan), approval of the architectural plans for the exterior of the 5 story mid-rise condominium buildings shown on the concept however, the Developer in any event shall be allowed to construct limited to, the number and height of buildings (provided, Village. Such review and approval shall include, but not be shall be subject to the site plan review and approval by the It is further understood and agreed that all development

homeowners association. for Parcel 1 and thereafter shall be maintained by such until such time as a homeowners association has been established and the lights shall be maintained and repaired by the Developer the Village shall have no obligation to maintain or repair them, street lights at its own expense. If such lights are installed, Developer, the Developer may be entitled to install decorative approved by the Village after submittal of proposed plans by the lighting plan to be submitted to and approved by the Village. If all street and parking lot lighting shall be in accordance with a consistent with the then current Village ordinances. Further,

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It is understood and agreed by Village and Developer that the water main recapture amount of \$35.00 per linear foot of frontage shall be paid at time of annexation of the subject property, however, should the actual cost of construction of the water main be less than \$70.00 per foot, the Village will, upon

\*includes applicable interest

\$37,415.00

133rd Street (\$35.00 per linear foot of frontage based on 1069 feet of frontage)

Water Main

Recaptures

Total Amount Due Upon Annexation\*

of this Agreement:

Interest, shall be paid upon passage and approval and execution of this Agreement:

1. The following recapture which includes all schedule set forth below. serve the subject property in accordance with and limited to the or public improvements, or for future public improvements, to entitled to recapture for extending and/or overlying utilities sums of money due to the Village or other developers who are central retention ponds. Developer shall pay to the Village all the policy of providing recapture for the construction of future other territories, and particularly, the subject property, and utilities or public improvements beyond their territory to serve overlaid sewer, water, central retention ponds, and other recapture to the Village or developers who have extended and/or In accordance with the Village's policy of providing

SECTION THREE: Utility Recaptures and Contributions.

and the Subdivision Regulations Ordinance. full compliance with the applicable provisions of this Agreement provided that the Village Board approves such plat as being in cable provisions of the Subdivision Regulations Ordinance, and Board as being in compliance with this Agreement and the appli- plat of subdivision, has recommended its approval to the Village provided the Plan Commission of the Village has reviewed any such

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The above contributions are based upon the proposed development of Parcel 1 of the subject property as a senior citizen residential complex. Based upon the fact that the project is to be a senior citizen project, it is anticipated that there will be no detrimental impact upon the public school districts in which the subject property is located. If before or during the course of development of Parcel 1 of the subject

such building. of issuance of the first occupancy permit for any unit within within such single building shall be due and payable at the time follows: For each building the entire amount for all units stories in height, which payment shall be due and owing as Village's Aerial Ladder Fund for each building in excess of three sum of \$265.00 per residential unit (not building) to the Fire Department set forth above, Developer shall contribute the In addition to the contribution to the Tinley Park Volunteer

|          |          |  |
|----------|----------|--|
| \$300.00 | \$300.00 | Water Construction Fund                |
| \$100.00 | \$100.00 | sewer construction fund                |
| \$100.00 | \$100.00 | Tinley Park Volunteer Fire Dept.       |
| -0-      | \$100.00 | Tinley Park Board of Library Directors |
| -0-      | \$125.00 | Tinley Park District                   |
| \$15.00  | \$15.00  | E.S.D.A. fire system                   |

Per Single Family Detached, Attached (including Townhomes and Lots) homes or condominium units

Commercial or office building

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

SECTION FOUR: CONTRIBUTIONS

recaptured amount to be determined by the Village. request of owner or Developer rebate a prorata share of the

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It is further understood and agreed that Developer shall be granted a variation from the Village's Master Central Detention Plan to permit on-site retention facilities to service the entire phase.

Developer shall complete the construction of the detention facilities, except for sodding, for each phase prior to the issuance of any occupancy permit for any buildings within that phase. and shall be completed by the Developer at its expense. Developer shall complete the construction of the detention facilities, except for sodding, for each phase prior to the issuance of any occupancy permit for any buildings within that phase. In accordance with engineering plans approved by the Village, this Agreement and of the Metropolitan Sanitary District, shall be in accordance with engineering plans approved by the Village, and shall be completed by the Developer at its expense. Developer shall complete the construction of the detention facilities, except for sodding, for each phase prior to the issuance of any occupancy permit for any buildings within that phase. The design criteria, location, construction and maintenance for the storm sewers and detention facilities shall meet all standards of the Village currently in force as of the date of this Agreement and of the Metropolitan Sanitary District, shall be in accordance with engineering plans approved by the Village, and shall be completed by the Developer at its expense. Developer shall complete the construction of the detention facilities, except for sodding, for each phase prior to the issuance of any occupancy permit for any buildings within that phase. In addition, the Developer shall construct and install all related storm water sewers to service the subject property. The design criteria, location, construction and maintenance for the storm sewers and detention facilities shall meet all standards of the Village currently in force as of the date of this Agreement and of the Metropolitan Sanitary District, shall be in accordance with engineering plans approved by the Village, and shall be completed by the Developer at its expense. Developer shall complete the construction of the detention facilities, except for sodding, for each phase prior to the issuance of any occupancy permit for any buildings within that phase. at the on-site locations designated on EXHIBIT C in accordance with final engineering plans and specifications approved by the Village. In addition, the Developer shall construct and install all related storm water sewers to service the subject property. The design criteria, location, construction and maintenance for the storm sewers and detention facilities shall meet all standards of the Village currently in force as of the date of this Agreement and of the Metropolitan Sanitary District, shall be in accordance with engineering plans approved by the Village, and shall be completed by the Developer at its expense. Developer shall complete the construction of the detention facilities, except for sodding, for each phase prior to the issuance of any occupancy permit for any buildings within that phase. shall be retained in the proposed storm water detention facilities to be constructed and installed by Developer generally at the on-site locations designated on EXHIBIT C in accordance with final engineering plans and specifications approved by the Village. In addition, the Developer shall construct and install all related storm water sewers to service the subject property. The design criteria, location, construction and maintenance for the storm sewers and detention facilities shall meet all standards of the Village currently in force as of the date of this Agreement and of the Metropolitan Sanitary District, shall be in accordance with engineering plans approved by the Village, and shall be completed by the Developer at its expense. Developer shall complete the construction of the detention facilities, except for sodding, for each phase prior to the issuance of any occupancy permit for any buildings within that phase. storm water run-off emanating from the subject property shall be retained in the proposed storm water detention facilities to be constructed and installed by Developer generally at the on-site locations designated on EXHIBIT C in accordance with final engineering plans and specifications approved by the Village. In addition, the Developer shall construct and install all related storm water sewers to service the subject property. The design criteria, location, construction and maintenance for the storm sewers and detention facilities shall meet all standards of the Village currently in force as of the date of this Agreement and of the Metropolitan Sanitary District, shall be in accordance with engineering plans approved by the Village, and shall be completed by the Developer at its expense. Developer shall complete the construction of the detention facilities, except for sodding, for each phase prior to the issuance of any occupancy permit for any buildings within that phase.

SECTION FIVE: Storm Sewers and Storm Water Detention.

approved by the Village. required to make under the then most recent annexation agreements public school districts on the same basis as other developers are ordinance, the Developer agrees to make the contributions to the established a general contribution amount by resolution or time and thereafter. In the event the Village has not district and local public high school district in effect at that then current contributions to the local public elementary school each building permit thereafter, the Developer shall make the customary general residential development, upon the issuance of from a senior citizen oriented development to a usual and property, the development of all or a portion of parcel 1 changes

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The owner and Developer agree to grant all necessary easements to serve the subject property as it is proposed to be developed, with the easements naming as grantees the Village and/or other appropriate entity designated by Village, for the extension of sewer, water, or other utilities, including cable television, or for other improvements which may serve not only the subject property, but other territories in the general area. Such easements shall include an easement covering all of the storm sewer detention facilities, including access thereto. Such

SECTION SIX: EASEMENTS.

portion of Parcel 1 of the subject property. The owner and Developer agree to record a lien for the unpaid expenses against the appropriate portion of Parcel 1 of the subject property, and, if not promptly paid, the declaration shall further provide the Village with the right to record a lien for the unpaid expenses against the appropriate portion of Parcel 1 of the subject property, and, if not promptly paid, expenses incurred by the Village against the particular portion shall immediately upon demand reimburse the Village for all declaration shall provide that the property owners association Village takes, in its sole discretion, any such action, such maintained so that they remain fully operational, and if the and/or repair or replace facilities if they are not suitably any portion of Parcel 1 of the subject property to maintain provide the Village with the right, but not the duty, to go upon subject to approval by the Village. Such declaration shall be recorded on the subject property, which declaration shall be accordance with a declaration of covenants and restrictions to be shall be maintained by a property owners association in the Developer during the course of development, and thereafter All storm water retention facilities shall be maintained by must be completed and approved by the Village.

engineering for permanent retention facilities for each phase with final engineering plans approved by the Village. All by Developer. Such facilities shall be constructed in accordance subject property. Such facilities shall be privately maintained

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No building permits in any phase shall be allowed or issued prior to installation of the aggregate base course for each street in each such phase of the development and otherwise in compliance with the ordinances, rules and regulations of the Village, and no occupancy permit shall be issued for any building prior to the completion and acceptance by the Village of the

than those of the Village of Tinley Park at such time. having jurisdiction thereof if such standards are more stringent the statutes and regulations of other governmental agencies the then existing ordinances of the Village or in accordance with dedication of public improvements, shall be in accordance with and engineering designs and standards, and road construction and units set forth in section two (A) of this Agreement. Planning or limit the right of the Developer to construct the number of subdivisions, however, nothing herein shall be construed to prohibit they exist at the time of approval of the final plat of subdivision and storm water retention codes are concerned, as subject property is issued but, insofar as the zoning, subdivision and storm water retention and other developmental codes and ordinances of the Village as they exist on the date each respective permit for development of each lot or portion of the development of the subject property and each portion thereof, the except as otherwise provided in this Agreement, the shall be in accordance with the existing building, zoning, subdivision, storm water retention and other developmental codes and ordinances of the Village as they exist on the date each respective permit for development of each lot or portion of the subject property is issued but, insofar as the zoning, subdivision and storm water retention codes are concerned, as they exist at the time of approval of the final plat of subdivision for each phase of the proposed development. Provided, however, nothing herein shall be construed to prohibit or limit the right of the Developer to construct the number of units set forth in section two (A) of this Agreement. Planning and engineering designs and standards, and road construction and dedication of public improvements, shall be in accordance with the then existing ordinances of the Village or in accordance with the statutes and regulations of other governmental agencies having jurisdiction thereof if such standards are more stringent than those of the Village of Tinley Park at such time.

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SECTION SEVEN: Developmental Codes and Ordinances and General Matters.

assessments shall be granted at the time requested by the Village. It shall be the responsibility of the Owner and Developer to obtain all easements, both on site and off site, necessary to serve the subject property. Owner and Developer shall not be entitled to connect any of the subject property to the Village's water and sanitary sewer systems if such easements are not provided to the Village upon its request.

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Village hereby grants a waiver from the sidewalk requirements of its Subdivision Regulations Ordinance so as to not require the sidewalk along the south side of the publicly dedicated road to be constructed on Parcel 1 from the existing

plans approved by the Village. Property along 183rd Street in accordance with final engineering wide concrete sidewalk along the entire width of the subject The Developer shall construct and install a five foot (5')

by Developer's construction traffic. The Developer shall be responsible for keeping the streets free from construction debris and for repair of damages to the street caused the street and prior to acceptance by the Village, Developer shall (12) months after installation of the base. Upon completion of dedicated streets shall not be installed until a period of twelve Subdivision Regulations Ordinance. The final wearing surface of Developer of said improvements in accordance with the Village's accept the construction of streets, upon the completion by acceptance of the improvements by the Village. The Village shall right-of-way upon completion of the street improvements and and the Village shall accept the dedication of any such street subdivision for each phase of Parcel 1 of the subject property time of construction shall be dedicated in the final plat of Engineer. Any street right-of-way not already dedicated at the accordance with final engineering plans approved by the Village Village street standards, excepting curb requirements, and in driveways on Parcel 1 shall be constructed in accordance with dedicated streets in accordance with EXHIBIT G. Private common and all interior streets within the subject property by The owner and Developer shall provide access to each site

SECTION EIGHT: Streets and Sidewalks.

except for the final surface course for the streets. required public improvements for each such phase of development,

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Village and final engineering plans approved by the Village. accordance with the Subdivision Regulations Ordinance of the necessary sanitary sewers to service the subject property in Developer shall be required to construct at its expense all

SECTION ELEVEN: Sanitary Sewers.

Village and final engineering plans approved by the Village. accordance with the Subdivision Regulations Ordinance of the necessary water mains to service the subject property, all in Developer shall be required to construct at its expense all

SECTION TEN: Water Supply.

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

SECTION NINE: Impact Requirements.

previously been dedicated. street unless such right-of-way or any portion thereof has northern boundary of the subject property fronting on 183rd measured from the centerline of 183rd street along the entire Owner and Developer shall dedicate a right-of-way of 50 feet terminus of such publicly dedicated road. Union Drainage District Ditch southwest to the southwestern

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

For the Village:

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

SECTION FOURTEEN: NOTICES.

shall run with the land.  
standards established herein shall constitute covenants which  
dedication of rights-of-way to the Village and the developmental  
butions to the Village, granting of easements to the Village,  
payment of monies to the various Village recapture funds, contri-  
The terms and conditions of this agreement relative to the  
by amendment.

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

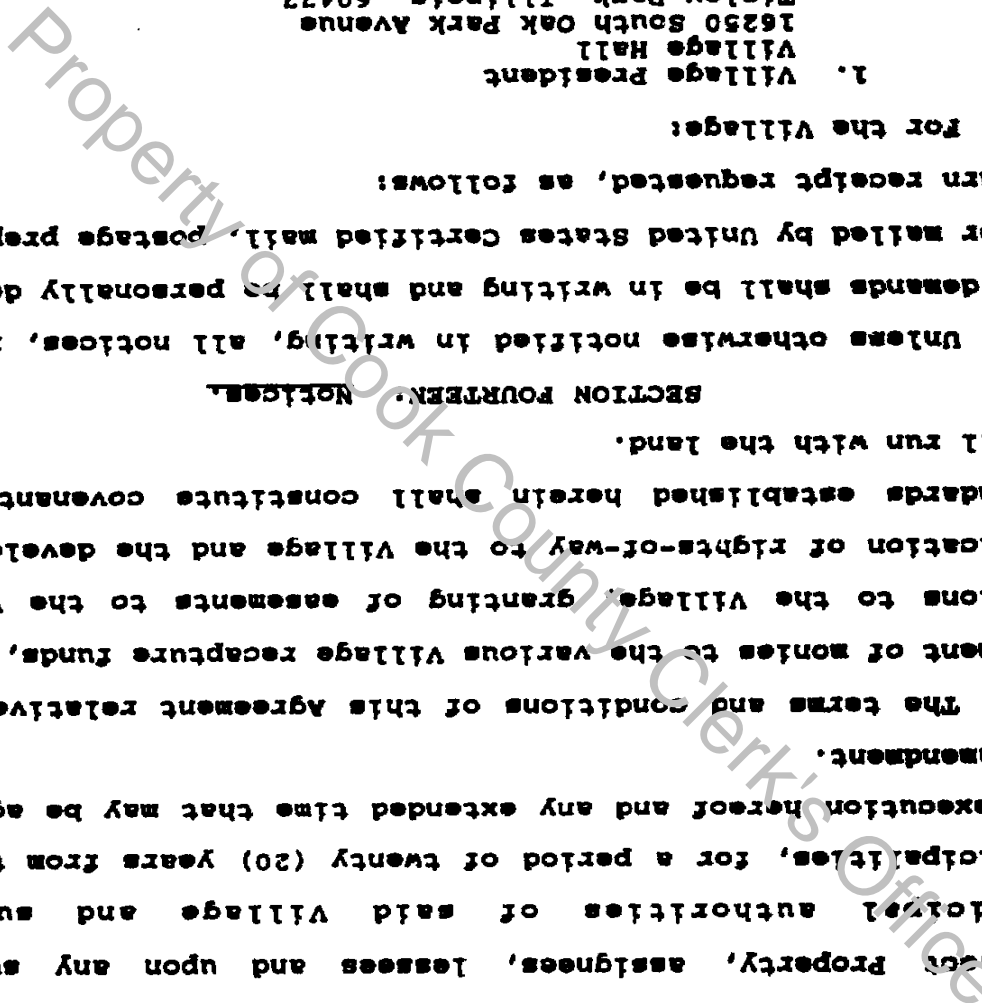
SECTION THIRTEEN: Binding Effect and Term and  
Covenants Running with the Land.

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

SECTION TWELVE: UTILITIES.

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After application is made to the Village's Zoning Administrator, and all required fees are paid, the Village will permit Developer to erect and maintain up to two outdoor advertising signs for this proposed development only. One sign to be not more than 8' x 16', double-faced in size, and the second, to be located along the southern boundary of the subject property, is to be not more than 11' x 20', double faced in size. All signs shall be no higher than 14' from top of the sign to ground level, and may be exteriorly illuminated, and any such sign shall be

SECTION SIXTEEN: Signs.

Upon approval of the final plat any such cash escrow provided Developer submits to the Village \$5,000.00 per unit cash family detached model cluster homes prior to final plat approval, permitted to secure building permits for up to three single- It is understood and agreed that Developer shall be sale shall be in substantial conformance with said model units. constructs model units that the units ultimately constructed for portion of the property upon which same are proposed to be constructed. It is understood that in the event Developer model homes in the detached cluster home portion of the subject apartment facilities, consisting of up to three residential eight residential model units, sales offices and other Developer shall have the right to construct no more than

SECTION FIFTEEN: Model Units.

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

- 1. RSV, Inc. 16710 South Oak Park Avenue Tinley Park, Illinois 60477

For the Developer:

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

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

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

**SECTION SEVENTEEN: Provisional Occupancy Permits.**

dwelling units are completely sold.  
such signs no later than the time its development and all  
later; provided, however, Developer shall in any event remove  
within 4 years from the date of this agreement, whichever occurs  
within 90 days after the last building permit is issued, or  
compel removal of, and Developer shall so remove, such signs  
Advertising Control Act. The Village shall have the right to  
applicable restrictions and provisions of the Illinois Highway  
in addition to the requirements set forth herein, comply with all  
Department of Transportation and that said signs shall, in  
obtain any permits for the signs required by the Illinois  
safety may require. It is further agreed that Developer shall  
reasonable setbacks from streets and highways as the interest of  
accordance with the Village's Sign Ordinance and shall have  
locations of said signs upon the subject property shall be in  
advertisements only development on the subject property. The  
duration of Developer's sales program. Said signs shall  
located on the subject property and may so remain for the

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Developer agrees that any dirt stock piles resulting from the development of the subject property shall be located in places as designated and approved by the Village, and for reasonable time periods not to exceed the earlier of either five years or the date on which 85 percent of the number of units/homes to be built on the subject property have been substantially completed, unless an extension is agreed to by the Village. In addition, the Village, after providing Developer with 10 days advance written notice, shall have the right to draw upon the letter of credit provided for in this agreement to relocate or remove either the existing dirt stock pile or any dirt stock pile which results from the development should they not be placed in an approved location or should they not be permitted to remain beyond the time period specified by the Agreement.

The Developer shall not be entitled to obtain any building permits, nor any sign permits, and shall not be entitled to construct any model units, signs, sales and/or rental offices or any other appurtenant facilities unless and until the proper letter of credit or cash deposit has been made to the Village in accordance with the Subdivision Regulations Ordinance of the Village, except as otherwise allowed in Section Fourteen. The letter of credit or cash deposit shall specifically include an amount to cover the cost of street trees and sidewalks as required by the Subdivision Regulations Ordinance and this

**SECTION EIGHTEEN: Permits and Letter of Credit**

- approved by the Village.
- (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 a bank, title company or financial institution acceptable to the Village to guarantee 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.

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

- D. Title Insurance. Grantor, shall provide to grantee, such other exceptions acceptable to the grantee.
- (4) 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
- (3) terms of this Agreement;
- (2) covenants, restrictions and easements of record, provided the same do not render the real estate materially unusable for the purposes for which it is being conveyed, dedicated or donated;
- (1) terms of this Agreement;

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

- C. Form and Content of Deed. The conveyance, dedication or donation shall be good and marketable.
- B. Exemptions from Title. Title to the real estate shall be
- A. Fee Simple Title. The conveyance, dedication or donation shall be of fee simple title.

applicable provisions of this Agreement:  
in conformance with the following requirements and any other other governmental authority under this Agreement shall be made greater for purposes of this section (eighteen) to the Village or required of the owner and developer (hereinafter referred to as Any conveyance, dedication or donation of real estate

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

Village; provided, however, that the Village will not draw upon the letter of credit if Developer relocates or removes the stock piles as directed by the Village within the 10 day notice period.

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governant.

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

Taxes, Liens, Assessments, Etc.

by Developer.

All title insurance charges herein provided shall be borne subject only to the exceptions stated above.

from the company issuing the commitment for title insurance, conveyance or dedication a title insurance policy in such amount, be issued within thirty (30) days after delivery of the deed, dead, conveyance or dedication. Grantor shall further cause to less than twenty (20) days prior to the time for delivery of the the fair market value of the real estate and shall be dated not the commitment for title insurance shall be in the amount of (14) such other exceptions as are acceptable to the grantee.

- (3) subparagraphs 1 and 2 of paragraph c above; and
- (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;
- (1) the usual and customary standard exceptions contained therein;

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

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Such costs and expenses incurred by Village in the administration of the Agreement shall be evidenced to the Developer the completion of land improvements.

credit and encrow agreements to be entered into as security for hereunder, and the negotiation and preparation of letters of all notices, resolutions, ordinances and other documents required as, but not limited to, preparation and publication, if any, of out of pocket expenses involving various and sundry matters such including and limited to engineering fees, attorney's fees and incurred by Village in the administration of the Agreement, pursuant Village for all enumerated reasonable expenses and costs its President, Developer from time to time shall promptly reimburse this paragraph, upon demand by Village made by and through except as provided in the paragraph immediately following:

- B. From and After Effective Date of Agreement.
  - (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.

to the subject property: letters of credit, plats, easements or other documents relating preparation and review of this Agreement, and any ordinances, the Village for the following expenses incurred in the of the property or so much thereof as required, shall reimburse The Developer, concurrently with annexation and zoning To Effective Date of Agreement.

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

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

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upon its request, by a sworn statement of the Village; and such costs and expenses may be further confirmed by the Developer at its option from additional documents relevant to determining such costs and expenses as designated from time to time by the Developer.

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

In the event that any third party or parties institute any legal proceedings against the Owner, Developer and/or the Village, which relate to the terms of this Agreement, then, in that event, the Developer, on notice from Village shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto, provided, however: 1. Owner and/or Developer shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal or 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 and/or Developer, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Developer shall reimburse the Village from time to time on written demand from the President of Village and notice of the amount due for any expenses, including but not limited to court costs, reasonable attorneys' fees and

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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 Developer, Developer shall

SECTION TWENTY-TWO: Continuity of Obligations.

1. That the legal title holders and the owners of record of the subject property are as set forth on EXHIBIT A, and as indicated on the first page of this Agreement.
2. That the Developer proposes to develop Parcel 1 of the subject property in the manner contemplated under this Agreement.
3. That other than the owner and Developer, no other entity or person has any interest in the subject property or its development as herein proposed.
4. That Owner and Developer have provided the legal descriptions of the subject property set forth in this Agreement and the attached Exhibits and that said legal descriptions are accurate and correct.

Village as follows:

The owner and/or Developer represents and warrants to the

SECTION TWENTY-ONE: Warranties and Representations.

Developer.

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

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

against Owner and/or Developer shall determine and include in its judgment

and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment

against Owner and/or Developer for violation of this Agreement

in the event the Village institutes legal proceedings

incurred by the Village in connection therewith.

witnesses' fees, and other expenses of litigation,

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for general aid of the reader and shall not limit the plain mean-  
All section headings or other headings in this Agreement are

~~SECTION TWENTY-SIX: Section Headings and Subheadings.~~

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

~~SECTION TWENTY-FIVE: Singular and Plural.~~

requirements are inconsistent with this Agreement.  
requirements for granting such approval have been met unless such

approval may be required to be given only after and in all  
otherwise expressly provided or required by law, and any such

direction of the corporate authorities of the Village unless  
Agreement, such approval or direction means the approval or

where Village approval or direction is required by this

~~SECTION TWENTY-FOUR: Village Approval or Direction.~~

continue in full force and effect.  
such term, covenant, agreement or condition, but the same shall

or relinquishment of any party's right thereafter to enforce any  
party imposed, shall not constitute or be construed as a waiver

and conditions herein contained, or any of them, upon any other  
strict and prompt performance of the terms covenants, agreements,

Failure of any party to this Agreement to insist upon the

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

of essential as are necessary and required by this Agreement.  
to the Village, and to those concerning dedication and granting

be limited to those relating to the annexation of parcels 2 and 3  
the contrary, the owner's obligations under this Agreement shall

furthermore, notwithstanding any provision of this Agreement to  
also released Developer from any or all of such obligations.

fully performed or until Village, at its sole option, has other-  
upon Developer by this Agreement until such obligations have been

Village for the faithful performance of all obligations imposed  
at all times during the term of this Agreement remain liable to

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Instrument.

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

SECTION THIRTY: Counterparts.

writing and signed by them.

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

SECTION TWENTY-NINE: Amendment.

execute this Agreement on behalf of the respective entities. documents required to legally evidence the authority to so hereto copies of all laws, resolutions, ordinances or other entities cause their authorized agents to affix their signatures request, deliver to each other at the respective time such execute this Agreement. The Developer and Village shall, upon been lawfully authorized by the Village Board of the Village to President and Clerk of the Village hereby warrant that they have execute this Agreement on behalf of said Developer. The Agreement warrant that they have been lawfully authorized to The Developer and the officers of Developer executing this

SECTION TWENTY-EIGHT: Authorization to Execute.

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

SECTION TWENTY-SEVEN: Recording.

covered or relevant to such heading or not. ing or application of any of the provisions thereunder whether

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BY: [Signature]  
Village Clerk  
DATED: 1st January 1990

BY: [Signature]  
Village President  
VILLAGE OF TINKLEY PARK

90295644

ATTEST:

effective date of this 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

SECTION THIRTY-FIVE: Execution of Agreement.

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

SECTION THIRTY-FOUR: Definition of Village.

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

SECTION THIRTY-THREE: Severability.

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

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

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

SECTION THIRTY-ONE: Curing Default.

11/01/89  
KNOIMS

My Commission Expires 4/1/91  
Notary Public, State of Illinois  
Cook County, Illinois  
Official Seal

GIVEN under my hand and official seal, this 18th day of January, 1990, at Cook County, Illinois.  
Commission expires April 6, 1991.  
*Carly Anderson*  
Notary Public

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

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STATE OF ILLINOIS )  
COUNTY OF COOK )

ACKNOWLEDGMENTS

As Joint Tenancy Owners of Parcel 3.  
Dated: 1/18/90  
BY: *Melburn Kamp*  
*Alice Kamp*

As Joint Tenancy Owners of Parcel 2.  
Dated: 1/18/90  
BY: *Herbert Nischelid*  
*Herbert Nischelid*

DATED: 1/18/90  
BY: *[Signature]*  
ATTEST: *[Signature]*

RPSV, INC. as Developer and also as Owner of Parcel 1  
BY: *Art Vukobrat*  
ITS *[Signature]*

11/01/89

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named and State aforesaid, DO HEREBY CERTIFY that the above-named same persons whose names are subscribed to the foregoing

STATE OF ILLINOIS )  
COUNTY OF COOK )

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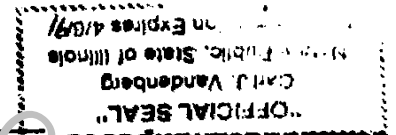
9 0 2 9 5 6 4 4

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named

and State aforesaid, DO HEREBY CERTIFY that the above-named (Names) of RPSV, Inc., an Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Developer owner of Parcel 1 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 use and purposes therein set forth; and the said Secretary, as custodian of the corporate seal of said corporation caused the corporate seal of said corporation to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said corporation for the use and purposes therein set forth.

GIVEN under my hand and Notary Seal this 18th day of January, 1990.

Commission Expires April 6, 1991. Notary Public

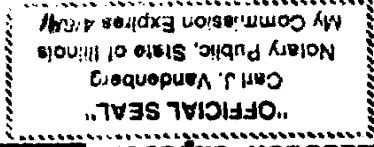


STATE OF ILLINOIS )  
COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named and State aforesaid, DO HEREBY CERTIFY that the above-named to be the same persons whose names are subscribed to the foregoing instrument as joint Tenancy owners of Parcel 2, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 18th day of January, 1990.

Commission Expires April 6, 1991. Notary Public



STATE OF ILLINOIS )  
COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named same persons whose names are subscribed to the foregoing

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Property of Cook County Clerk's Office

..OFFICIAL SEAL..  
Carl J. Vandenberg  
Notary Public, State of Illinois  
My Commission Expires 4/30/91

commission expires April 6, 1991.  
Carl J. Vandenberg Notary Public

GIVEN under my hand and official seal, this 18th day of JANUARY, 1990.  
instrument as joint Tenancy owners of parcel 3, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts for the uses and purposes therein set forth.

KROINS  
11/01/89

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UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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THE WEST 207.00 FEET OF THE EAST 467.00 FEET OF THE NORTH 250.00 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 12 OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE INDIAN BOUNDARY LINE, RICH TOWNSHIP, COOK COUNTY, ILLINOIS.

PARCEL NO. 3

THE WEST 125.00 FEET OF THE NORTH 225.00 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 12 OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE INDIAN BOUNDARY LINE, RICH TOWNSHIP, COOK COUNTY, ILLINOIS.

PARCEL NO. 2

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (N1B1) EXCEPT THE FOLLOWING DESCRIBED PARCEL TAKEN FOR I-80 RIGHT OF WAY, COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (S1B1) WITH THE INDIAN BOUNDARY LINE, THENCE SOUTHWESTERLY ON SAID INDIAN BOUNDARY LINE, A DISTANCE OF 752.05 FEET TO A POINT OF BEGINNING, THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED LINE A DISTANCE OF 645.92 FEET TO A POINT, THENCE WESTERLY ON A LINE FORMING AN EXTERIOR ANGLE OF 224°18'35" WITH THE LAST DESCRIBED COURSE A DISTANCE OF 864.02 FEET TO A POINT, THENCE NORTHERLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 90°10'45" WITH THE LAST DESCRIBED COURSE A DISTANCE OF 122.30 FEET TO A POINT ON A CURVE, THENCE NORTHEASTERLY ON SAID CURVE CONCAVE TOWARDS THE NORTHWEST HAVING A RADIUS OF 5579.58 FEET AND FORMING AN ANGLE OF 99°22'09 BETWEEN THE TANGENT TO THE CURVE AT THE POINT OF THE LAST DESCRIBED COURSE A DISTANCE OF 1390.32 FEET ON THE CURVE, THENCE SOUTHERLY ON A LINE A DISTANCE OF 73.90 FEET TO THE POINT OF BEGINNING) AND ALSO (EXCEPT THE WEST 207.00 FEET OF THE EAST 467.00 FEET OF THE NORTH 250.00 FEET THEREOF) AND ALSO (EXCEPT THAT PART OF THE EAST 284.00 FEET OF SAID EAST HALF OF THE NORTHEAST QUARTER LYING NORTH OF AND ABUTTING THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 80 AND LYING SOUTH OF AND ABUTTING THE CENTER LINE OF A DRAINAGE DITCH RUNNING SOUTHWESTERLY THROUGH SAID EAST HALF OF THE NORTHEAST QUARTER) AND ALSO (EXCEPT THE NORTH 718.00 FEET OF THE EAST 260.00 FEET THEREOF) ALL IN RICH TOWNSHIP, COOK COUNTY, ILLINOIS.

PARCEL NO. 1

EXHIBIT "A"

9 0 2 9 5 6 4 4

UNOFFICIAL COPY

THE POWER OF TIMLEY BANK

2025

**CON DATA**

TOTAL AREA  
 248.8 AC  
 248.8 AC  
 248.8 AC  
 248.8 AC

TOTAL UNITS  
 367  
 6 UNITS/AC  
 22.68 AC 57K

CREOS DENSITY  
 CREOS/SPACE  
 1000 sq ft/acre

**PARCEL A**  
**VILLA CONDOMINIUM**  
 3.18 AC  
 104 UNITS

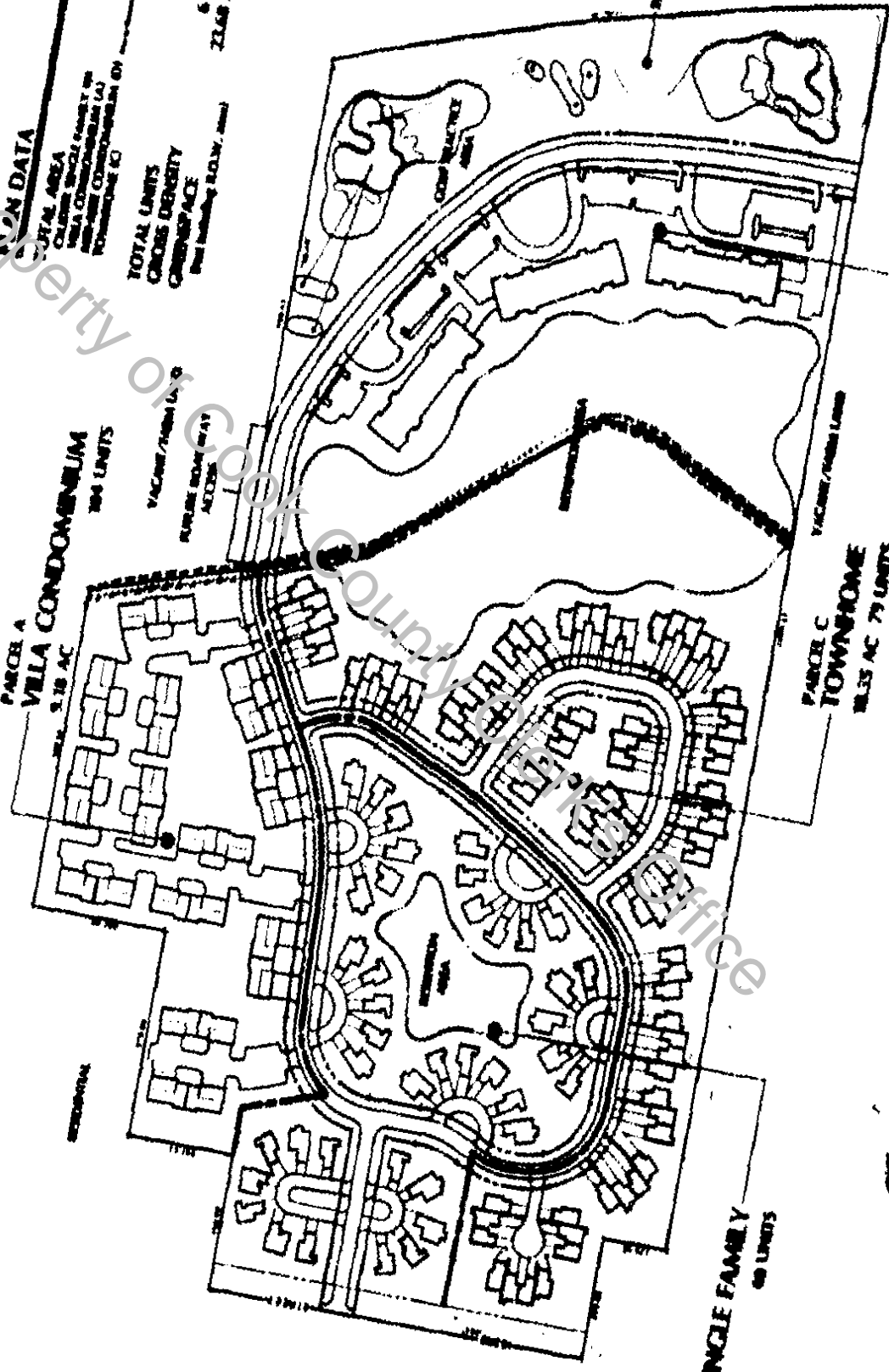
**PARCEL B**  
**CLUSTER SINGLE FAMILY**  
 12.07 AC  
 60 UNITS

**PARCEL C**  
**TOWNHOME**  
 18.35 AC  
 79 UNITS

**PARCEL D**  
**MID-RISE CONDOMINIUM**  
 21.13 AC  
 104 UNITS

Property of Cook County

14905006



PLA. DOCUMENT

UNOFFICIAL COPY

OFFICIAL BUSINESS  
Village of Tinley Park  
Township of Tinley Park  
16250 S Oak Park Ave  
Oak Park, IL 60477

CERTIFICATION

STATE OF ILLINOIS )  
COUNTIES OF COOK AND WILL )  
VILLAGE OF TINLEY PARK )

The undersigned hereby certifies that he is the Village Clerk of the Village of Tinley Park and that as such is custodian of the proceedings of the Village Board; and he further certifies that the attached is a true and accurate copy of:

PRE-ANNEXATION AGREEMENT (RPSV, INC.)

Entered into on the 18th day of January, 1990.

*H. H. Cooper*

DEPT-09 MISC  
143337 TRAN 0186 06/21/90 14401  
43083 \* -90-295644  
COOK COUNTY RECORDER

03.00  
10295544

-90-295644

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

DATED this 15<sup>th</sup> day of May, 1990.

Box 324