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

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COOK COUNTY RECORDER

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. 91-R-027

"RESOLUTION AUTHORIZING SECOND AMENDMENT TO ANNEXATION AGREEMENT - PARK PLACE"

which Resolution was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 5th day of November, 1991, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 5th day of November 1991.

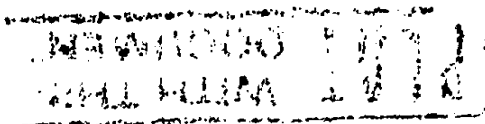
I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of said vote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

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

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 8th day of November, 1991.

Frank W. German Jr.
Village Clerk



PLEASE MAIL TO: BOX 324 (NFC/CM)
Village of Tinley Park (114/115)

BX 324

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This document was prepared by Terrence M. Barnicle, 180 N. LaSalle St., Chicago, IL 60601

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RESOLUTION NO. 91-R-027

**RESOLUTION AUTHORIZING SECOND
AMENDMENT TO ANNEXATION AGREEMENT - PARK PLACE**

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, did authorize the President and Clark of the Village of Tinley Park to execute for and on behalf of Tinley Park a certain annexation agreement for certain property within the corporate limits of the Village, which agreement was signed on August 29, 1989, and is entitled "Annexation Agreement - Park Place" hereinafter sometimes referred to as the "Agreement"; and

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

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be amended in conformance with EXHIBIT 1, attached hereto and made a part hereof, entitled "Second Amendment to Annexation Agreement - Park Place";

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

Section 1: That this President and Board of Trustees of the Village of Tinley Park find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Second Amendment to Annexation Agreement - Park Place", sometimes hereinafter referred to as the "Second Amendment", be entered into and executed by the Village of Tinley Park substantially in the form attached hereto as EXHIBIT 1.

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

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

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

ADOPTED this 5th day of November, 1991, pursuant to a roll call vote of the Corporate Authorities of the Village of Tinley Park as follows:

AYES: FULTON, HANNON, MATUSHEK, REA, SEAMAN, VANDENBERG

NAYS: NONE

ABSENT: NONE

APPROVED this 5th day of November, 1991 by the President of the Village of Tinley Park.



Village President

ATTEST:



Village Clerk

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SECOND AMENDMENT TO ANNEXATION AGREEMENT - PARK PLACE

1. THIS SECOND AMENDMENT entered into this 5th day of November, 1991, by and between the VILLAGE OF TINLEY PARK, ILLINOIS, a municipal corporation (hereinafter referred to as the "Village"); and the TINLEY PARK DEVELOPMENT COMPANY, a Kansas Partnership, with LARRY ROSS, L. GRAY TURNER (both currently residing in Kansas) and JACK ISLEY (currently residing in Missouri) being the General Partners thereof and with a business address of 6711 West 121st Street, Overland Park, Kansas 66209 (c/o Terra Venture) (hereinafter referred to either as "Owner" and/or as "Developer"); and BLACKWATER CONSTRUCTION CORP., an Illinois Corporation (hereinafter referred to as "Blackwater").

2. The property subject to this Amendment is legally described as follows:

PARCEL 1

ALL THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER WITH THE WEST LINE OF HARLEM AVENUE AS DEDICATED; THENCE S 0'00'00" E ALONG THE WEST RIGHT OF WAY LINE OF HARLEM AVENUE FOR A DISTANCE OF 1371.67 FEET TO A BEND POINT IN SAID RIGHT OF WAY; THENCE S 0'00'49" W CONTINUING ALONG THE WEST RIGHT OF WAY LINE OF HARLEM AVENUE FOR A DISTANCE OF 1094.15 FEET; THENCE S 89'53'02" W FOR A DISTANCE OF 5.00 FEET; THENCE S 0'00'49" W CONTINUING ALONG THE WEST LINE OF HARLEM AVENUE FOR A DISTANCE OF 200.00 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24; THENCE S 89'53'02" W ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24 FOR A DISTANCE OF 881.70 FEET; THENCE N 0'00'00" E FOR A DISTANCE OF 2035.27 FEET; THENCE N 45'00'00" W FOR A DISTANCE OF 88.39 FEET; THENCE N 0'00'00" E FOR A DISTANCE OF 566.00 FEET TO A POINT ON SAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24; THENCE N 89'46'05" E ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 949.51 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2

ALL THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER WITH THE WEST LINE OF HARLEM AS DEDICATED; THENCE S 89'46'05" W ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24 FOR A DISTANCE OF 949.51 FEET TO THE POINT OF BEGINNING; THENCE S 0'00'00" E FOR A

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DISTANCE OF 566.00 FEET; THENCE S 45'00'00" E FOR A DISTANCE OF 88.39 FEET; THENCE S 0'00'00" E FOR A DISTANCE OF 2035.27 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24; THENCE S 89'53'02" W ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 379.15 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24; THENCE N 0'00'16" E ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24 FOR A DISTANCE OF 1331.59 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24; THENCE N 0'00'09" W ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 FOR A DISTANCE OF 1129.46 FEET TO A POINT ON THE SOUTHERLY LINE OF 161ST STREET; THENCE S 89'57'33" E ALONG A PROLONGATION OF SAID SOUTHERLY LINE OF 161ST STREET FOR A DISTANCE OF 60.00 FEET; THENCE N 0'00'09" W ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 FOR A DISTANCE OF 202.50 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24; THENCE N 89'46'05" E ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 256.61 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

3. An Annexation Agreement has previously been entered into by and between the Village of Tinley Park and certain other parties on August 29, 1989 and was amended on June 7, 1991, and the parties hereto wish to further amend such Annexation Agreement which was entitled "Annexation Agreement - Park Place" (hereinafter referred to as the "Annexation Agreement"), and the other parties to the Annexation Agreement have sold and conveyed all their right, title and interest in and to the Subject Property to the Developer herein.

4. 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 Second Amendment are entered into and performed pursuant to the home rule powers of the Village and the statutes in such cases made and provided to the extent that they do not conflict with the home rule powers of the Village and/or to the extent the Village is bound thereby.

5. The Village has caused the issuance of proper notice and the conduct of all hearings by all necessary governmental entities to effectuate this Second Amendment of the Annexation Agreement all as provided herein.

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6. The parties hereto have determined that it is in the best interests of the Village and the Developer, and in the furtherance of the public health, safety, comfort, morals and welfare of the Village to execute and implement this Second Amendment.

7. The Village is entering into this Second Amendment pursuant to the home rule powers of the Village and also pursuant to the provisions of Chapter 24, Section 11-15.1-1 et seq. of the Illinois Revised Statutes to the extent such is applicable.

NOW THEREFORE, for and in consideration of the recitals set forth above and the mutual promises, covenants and agreements set forth herein, the parties hereto agree as follows:

Section 1: That Section Two, A, 2 of the Annexation Agreement, as amended by Section 5 of the Amendment to Annexation Agreement, be and is hereby further amended to read in its entirety as follows:

"2. A major change in the existing planned unit development for the Subject Property will be granted by the Village to permit the Subject Property to be developed substantially in accordance with the land plan attached hereto and hereby made a part hereof as AMENDMENT EXHIBIT 1, as the same may be revised by Developer and approved by the Village, which Plan is entitled "Proposed Site Development" for Terra Venture, and dated as last revised as of April 11, 1991, and which was prepared by Richard P. Jarosz and Associates, Inc., Architects (hereinafter referred to as the "Plan"). The Developer agrees that the Subject Property shall be developed by Developer substantially in accordance with said Plan as approved by the Village, and in accordance with any modifications thereof required by the Village during the review of the specific planned unit development site plan(s). Developer and Blackwater agree that there shall be a maximum of 60 residential units (not buildings) allowed to be constructed on the Subject Property, and that such units shall be constructed substantially in accordance with the land plan attached hereto as SECOND AMENDMENT EXHIBIT 1, as the same may be revised and approved by the Village,

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which Plan is entitled "Conceptual Site Development Plan - Park Place Villas by Blackwater Construction," which plan is dated, as last revised, as of September 13, 1991 and was prepared by James R. Clarage and Associates. Developer and Blackwater further agree that landscaping of the Subject Property shall be substantially in accordance with a landscape plan to be submitted to and subject to the approval of the Village, which will provide for, at a minimum, dense landscaped plantings and berm to shield the properties to the west from views of the development on the Subject Property (except where the properties to the west overlook the area designated as "Open Area" on said AMENDMENT EXHIBIT 1).

It is agreed that any use, except those specifically excluded below, allowed in the B-3 General Business and Commercial District will be allowed on the portion of the Subject Property to be developed under the B-3 zoning classification.

The specific uses which shall not be allowed on the Subject Property are taverns, plumbing, heating and air conditioning sales and services, machinery and equipment sales, funeral homes and mortuaries, and frozen food lockers. Also, the only special uses that may be allowed will be possibly for an "amusement and recreation establishment, indoor," and further provided that in any such indoor amusement and recreation establishment the revenue from any coin-operated devices cannot exceed ten percent (10%) of the gross revenue of the establishment, and further provided that any such special use for such establishment will not be allowed until all procedures set forth in the Tinley Park Zoning Ordinance are complied with, and all standards set forth in said Zoning Ordinance are met."

Section 2: This Second Amendment 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

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execution hereof and any extended time that may be agreed to by future amendment.

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

Section 3: Blackwater shall reimburse the Village for all expenses incurred in the preparation and review of this Second Amendment, and any ordinances or other documents relating to this Second Amendment.

Section 4: In the event that any third party or parties institute any legal proceedings against the Developer, Blackwater and/or the Village which relate to the terms of this Second Amendment, 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. Developer shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village.
2. If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between Village and/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 witnesses' fees, and other expenses of litigation, incurred by the Village in connection therewith.

In the event the Village institutes legal proceedings against Blackwater and/or Developer for violation of this Second Amendment

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and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against Developer and/or Blackwater 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. Blackwater and/or Developer may, in their sole discretion, appeal any such judgment rendered in favor of the Village against Developer, but shall reimburse the Village for all expenses incurred by it as a result of such appeal if the Village is successful in such appeal in whole or in part.

Section 5. Notwithstanding any provision of this Second Amendment to the contrary, the Developer and Blackwater shall at all times during the term of this Second Amendment remain liable to Village for the faithful performance of all obligations imposed upon Developer and/or Blackwater by this Second Amendment until such obligations have been fully performed or until Village, at its sole option, has otherwise released Developer and/or Blackwater from any or all of such obligations as provided elsewhere in the Annexation Agreement, as amended, and the Inducement Agreement previously entered into between certain of the parties. It is understood and hereby agreed that Developer is hereby released of any obligations in connection with the development of the residential portion (only) of the Subject Property.

Section 6: It is understood and agreed to by the parties that, except as expressly set forth herein, the Village is not relinquishing any available rights or remedies under the previously entered into Annexation Agreement, as amended, and that a violation of this Second Amendment shall constitute a violation of the original Annexation Agreement, as amended, as fully as if the violation was a violation of one of the original terms of the Annexation Agreement, as amended. Also, regardless of whether the Developer and/or Blackwater are in default hereunder, nothing herein shall be construed to excuse the Developer and/or Blackwater from any or all of its obligations under the Annexation Agreement,

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as amended, except as specifically set forth herein. It is understood and hereby agreed that Developer is hereby released of any obligations in connection with the development of the residential portion (only) of the Subject Property.

Section 7: It is understood and agreed that no additional obligations are being imposed on Developer as a result of this Second Amendment, and it is further understood and agreed that, except as provided herein regarding the residential portion of the Subject Property, that this Second Amendment also does not release Developer from its obligations under the prior agreements between Village and Developer.

Section 8: Failure of any party to this Second Amendment 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 9: Where Village approval or direction is required by this Second Amendment, 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 Second Amendment.

Section 10: A copy of this Second Amendment and any amendment thereto, or a memorandum of this Second Amendment, shall be recorded in the office of the Cook County Recorder of Deeds (or Registrar of Titles, if applicable) by the Village at the expense of the Developer.

Section 11: The officers of the Developer and/or Blackwater executing this Second Amendment warrant that they have been lawfully authorized by their general partners and board of directors respectively to execute this Second Amendment on behalf

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

Section 12: This Second Amendment may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

Section 13: This Second Amendment shall be signed last by the Village and the President (Mayor) of the Village shall affix the date on which he signs this Second Amendment on page 1 hereof which date shall be the effective date of this Second Amendment.

ATTEST:

By: Frank W. Gorman Jr.
Village Clerk

VILLAGE OF TINLEY PARK, an Illinois municipal corporation

By: [Signature]
Village President

TINLEY PARK DEVELOPMENT COMPANY, a Kansas Partnership

By: [Signature]
Its General Partner

ATTEST:

By: [Signature]
Its General Partner

BLACKWATER CONSTRUCTION CORP., an Illinois Corporation

By: John Barrett
Its PRESIDENT

ATTEST:

By: [Signature]
Its Secy.

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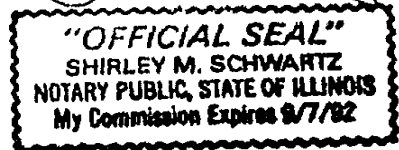
ACKNOWLEDGMENTS

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Edward J. Zaborcki, 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.

GIVEN under my hand and official seal, this 11th day of December, 1991.
Commission expires September 7, 1992.

Shirley M. Schwartz
Notary Public



STATE OF KANSAS)
)
COUNTY OF JOHNSON)

I, the undersigned, a Notary Public, in and for the county and State aforesaid, DO HEREBY CERTIFY that Jack W. Isley and Larry D. Ross, personally known to me to be general partners of Tinley Park Development Company 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 acknowledged that as such general partners they signed and delivered the said instrument, pursuant to authority given by the general and limited partners of said Company, as their free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 12th day of November, 1991.
Commission expires July 15, 1992.

DeAnn L. Coote
Notary Public



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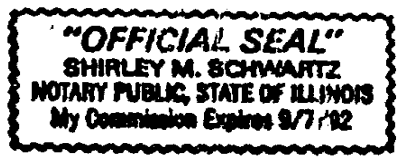
STATE OF ILLINOIS)
)
COUNTY OF C O O K)

I, the undersigned, a Notary Public, in and for the county and State aforesaid, DO HEREBY CERTIFY that John Barrett and MARY ZAWASKI, personally known to me to be President and SECRETARY of Blackwater Construction Corp., an Illinois 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 acknowledged that as such President and SECRETARY they signed and delivered the said instrument, pursuant to authority given by the Authority and Officers of said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 11th day of December, 1991.

Commission expires Sept. 7, 1992.

Shirley M. Schwartz
Notary Public



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