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[Handwritten signature]

CORPORATE
SEAL

James V. Dodge, Jr., Village Clerk

92-192910

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village Of Orland Park aforesaid, at the said Village, in the County and State aforesaid, this 23rd day of March 1992.

I DO FURTHER CERTIFY that the original minutes of which the foregoing is a true copy are entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

Ordinance No: 2182 File No: 910358

I DO FURTHER CERTIFY that attached and foregoing is a true and correct copy of

I, James V. Dodge, Jr., DO HEREBY CERTIFY that I am the duly elected and qualified Village Clerk of the Village Of Orland Park, Illinois, and as such Village Clerk I am the keeper of the minutes and records of the proceedings of the Board of Trustees of said Village and have in my custody the ordinances and books of the records of said Village.

CERTIFICATION

92192910

STATE OF ILLINOIS, COUNTY OF COOK

VILLAGE OF
ORLAND PARK

[Handwritten notes and signatures at the bottom]

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- 1 -

Published in pamphlet form this December 24, 1991, by authority of the President and Board of Trustees of the Village of Orland Park, Cook County, Illinois.

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VILLAGE OF ORLAND PARK
COOK COUNTY, ILLINOIS

ORDINANCE AUTHORIZING ANNEXATION AGREEMENT - (CEDAR CROSSING)

File No: 910359

Ordinance No: 2182

VILLAGE OF
ORLAND PARK
STATE OF ILLINOIS, COUNTY OF COOK

Property of Cook County Clerk's Office

That the President and Clerk of the Village of Orland Park, Cook County, Illinois, are hereby authorized to execute for and on behalf of said Village of Orland Park the aforesaid Agreement; provided, however, that all of the other parties to said Agreement have properly signed and executed the same.

SECTION 2

That this President and Board of Trustees of the Village of Orland Park hereby find that it is in the best interests of the Village of Orland Park residents that the aforesaid "Annexation Agreement (Cedar Crossing)" be entered into and executed by said Village of Orland Park with said Agreement to be substantially in the form attached hereto and made a part hereof as EXHIBIT 1.

SECTION 1

92192010

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Orland Park, Cook County, Illinois, as follows:

WHEREAS, the Corporate Authorities of the Village of Orland Park, Cook County, Illinois, have determined that it is in the best interests of said Village of Orland Park that said Agreement be entered into by the Village of Orland Park.

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 Orland Park, Cook County, 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 Orland Park, said Agreement being entitled "Annexation Agreement (Cedar Crossing)" a true and correct copy of which is attached hereto and made a part hereof as EXHIBIT 1; and

ORDINANCE AUTHORIZING ANNEXATION AGREEMENT - (CEDAR CROSSING)

ORDINANCE NO: 2182

STATE OF ILLINOIS, COUNTY OF COOK

VILLAGE OF ORLAND PARK

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- 3 -

VILLAGE CLERK

James W. Vogel

PUBLISHED this December 24, 1991.

VILLAGE PRESIDENT

James W. Vogel

APPROVED this December 23, 1991.

VILLAGE CLERK

James W. Vogel

DEPOSITED in my office this December 23, 1991.

ABSTAINED: NONE

ABSENT: NONE

VOTING MAY: 0

VOTING AYE: 7 - Trustee Noga, Dubelski, Della Croce, Murphy, Schussler, Vogel and President Owens

VILLAGE CLERK

James W. Vogel

PASSED this December 23, 1991.

That this Ordinance shall take effect from and after its passage, approval and publication in the manner provided by law. That the Village Clerk is hereby directed and ordered to publish this Ordinance in pamphlet form.

SECTION 3

VILLAGE OF
ORLAND PARK
STATE OF ILLINOIS, COUNTY OF COOK

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Property of Cook County Clerk's Office

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- 3 -

VILLAGE CLERK

/s/ James V. Dodge, Jr.

PUBLISHED this December 24, 1991.

VILLAGE PRESIDENT

/s/ Frederick T. Owens

APPROVED this December 23, 1991.

VILLAGE CLERK

/s/ James V. Dodge, Jr.

DEPOSITED in my office this December 23, 1991.

ABSTAINED: NONE

ABSENT: NONE

VOTING MAY: 0

VOTING AYE: 7 - Trustee Nogal, Rubels, Della Croce, Murphy, Schusler, Vogel and President Owens

VILLAGE CLERK

/s/ James V. Dodge, Jr.

PASSED this December 23, 1991.

That this Ordinance shall take effect from and after its passage, approval and publication in the manner provided by law. That the Village Clerk is hereby directed and ordered to publish this Ordinance in pamphlet form.

SECTION 3

STATE OF ILLINOIS, COUNTY OF COOK

VILLAGE OF ORLAND PARK

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Property of Cook County Clerk's Office

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1. The parties hereto desire that the Subject Property be annexed to the Village, subject to the terms and conditions as hereinafter set forth and that the Subject Property be zoned and developed in the manner as set forth in this Agreement under the R-2 One-Family Residence District provisions of the Ordinance Zoning Ordinance. 2. Owner has petitioned the Village for annexation to the Village of the Subject Property and for amendments to the zoning ordinance classifying the Subject Property as more fully hereinafter set forth.

RECITALS:

5. The Village of Orland 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 is proposed to be developed by the Owner for four (4) detached single-family residences under the R-2 One-Family Residence classification of the Ordinance Zoning Ordinance.

3. The Subject Property consists of approximately three (3) acres and is generally located at 13701 South 82nd Avenue, in unincorporated Orland Township, Cook County, Illinois.

2. The Property subject to this Agreement and legal title to which is vested in part in the Owner (excluding such portion as is dedicated to the public), is legally described in EXHIBIT A attached hereto and made a part hereof. The said property is hereinafter referred to as the "Subject Property".

1. This Agreement entered into this day of 189 by and between the VILLAGE OF ORLAND PARK, an Illinois Municipal Corporation (hereinafter referred to as the "Village"); HERITAGE TRUST COMPANY, as Trustee under Trust Agreement dated March 11, 1985, and known as Trust No. 2658, PAUL McNAUGHTON, and McNAUGHTON DEVELOPMENT, INC., an Illinois corporation (hereinafter collectively referred to as "Owner").

INTRODUCTION.

ANNEXATION AGREEMENT (CEDAR CROSSING)

VILLAGE OF ORLAND PARK STATE OF ILLINOIS, COUNTY OF COOK

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The Subject Property is not now within the corporate limits of the Village or any municipality and is contiguous to the Village. The Owner has filed a petition for annexation to the Village of the Subject Property pursuant to statute in such cases made and provided. The Village has by execution of this Agreement manifested its intention to annex the Subject Property pursuant to the terms and conditions of this

SECTION ONE - Annexation.

6. The parties hereto have determined that it is in the best interests of the Village and 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.

5. The Subject Property is not within a library district nor are any roads adjacent to or on the Subject Property under the jurisdiction of a township. The Village does not provide fire protection services.

(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.

(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 and the granting of a variation pursuant to the terms and conditions of this Agreement;

(b) Enactment of annexation ordinances annexing the Subject Property as described above to the Village;

(a) Adoption and execution of this Agreement by ordinance;

4. All reports by all relevant governmental entities have been submitted enabling appropriate action by the Village Board of Trustees to achieve the following:

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 Current Owners and Owner requesting annexation of the above-described Subject Property 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.

VILLAGE OF
ORLAND PARK
STATE OF ILLINOIS, COUNTY OF COOK

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VILLAGE OF ORLAND PARK

STATE OF ILLINOIS, COUNTY OF COOK

Agreement.

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 Ordinance, cause approval and execution of this Agreement and after adoption and execution of this Agreement shall cause the Subject Property to be annexed to the Village. Also the Village, upon annexation of the Subject Property, 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 to be annexed is attached hereto as EXHIBIT B. 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.

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

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, Plan Approval and Design Standards.

A. The Village, upon annexation 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 described on EXHIBIT A attached hereto and hereby made a part hereof to be classified under the Zoning Ordinance of the Village as R-2 One-Family Residence District.

B. The Subject Property shall be developed substantially in accordance with the land plan appended hereto and incorporated herein as EXHIBIT C entitled "SITE PLAN - CEDAR CROSSING" prepared by HOEFFERLE-BUTLER ENGINEERING Project No. 90-048, dated June 1991, last revised November 22, 1991. Owner agrees that permission for the construction of those public improvements which requires approval from the Metropolitan Water Reclamation District of Greater Chicago or any other governmental agency, must be obtained. Owner agrees to maintain and keep in good repair the public improvements that are constructed until accepted by the Village. The Owner agrees that the Subject Property shall be developed substantially in accordance with said land plan as shown on said site plan (EXHIBIT C) as approved or as may be subsequently amended and approved by the Village.

C. Any existing septic systems contained on the Subject Property shall be removed

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STATE OF ILLINOIS, COUNTY OF COOK

and any wells on the same shall be capped.

SECTION THREE - 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:

	Per residential unit (not per building)
Water Construction Fund	\$1,800.00
Park and Recreation Fund	\$1,825.00
Orland Park Board of Library Trustees	\$ 100.00
School District Number 135	\$ 512.00
High School District Number 230	\$ 100.00
Fair Share Road Exaction fee	\$1,500.00
Reimbursement for Real Estate Tax loss	\$ 400.00

SECTION FOUR - Water Supply.

Owner shall be required to construct and install at his or its expense all necessary on-site water mains to service the Subject Property in accordance with the Land Development Code of the Village and final engineering plans approved by the Village. The Village agrees to permit connection of the aforementioned water mains to the water facilities of the Village and to furnish water service on the same basis as said services are furnished to other parts of the Village.

SECTION FIVE - Sanitary Sewers.

Owner shall be required to construct and install at his or its expense all necessary sanitary sewers to service the Subject Property in accordance with the Land Development Code of the Village and final engineering plans approved by the Village. The Village agrees to permit connection of the aforementioned sanitary sewers to the sanitary sewer facilities of the Village and to furnish sewer service on the same basis as said services are furnished to other parts of the Village. Owner agrees that no surface water is to be discharged into the sanitary sewerage collection system and will make adequate provision that this will not occur.

SECTION SIX - Dedication and Construction of Streets; Street Lights; Bicycle Path; Miscellaneous.

A. Streets. The Owner shall provide access to each site. The Village shall accept the construction of streets upon the completion by Owner of said improvements in

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STATE OF ILLINOIS, COUNTY OF COOK

accordance with the Village's Land Development Code. The final wearing surface shall not be installed until a period of twelve (12) months after installation of the base. Upon completion of the street, Owner shall be responsible for keeping the street free from construction debris and for repair of damages to the street caused by Owner's construction traffic. All deliveries of construction supplies or materials shall be restricted to certain streets or temporary haul roads designated by the Village.

Also, Owner shall be required to keep all public streets located on the Subject Property as well as adjoining streets clear from mud and debris generated by construction activity on the Subject Property. Such streets must be cleaned at least once a day, and more often if required by the Village in its sole judgment. For each day that the public streets are not cleaned as required hereunder during construction, the Owner shall be subject to a fine as provided in the Land Development Code. If any such fine is not promptly paid, the Village shall have the right to stop any and all further construction until paid.

The design and construction standards for the network of planned public streets within the Subject Property shall be in accordance with final engineering plans as approved by the Village.

B. Street Lights.

Owner shall be required to construct and install at his or its expense all necessary street lighting to service the Subject Property in accordance with the Land Development Code of the Village.

C. Bicycle Path.

Owner shall be required to construct a bicycle path, all in accordance with Village standards, and in accordance with final engineering plans approved by the Village.

D. Dedications.

The Village shall accept the dedication of any street right-of-way upon completion of the street improvements and acceptance thereof by the Village.

All public street rights-of-way to be located on the Subject Property shall be at least 30 feet (being the West 1/2 of Trafalgar Court) in width.

E. Miscellaneous.

The cost of the bicycle path and all street trees shall be included in the required letters of credit for each phase of 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.

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STATE OF ILLINOIS, COUNTY OF COOK

SECTION SEVEN - 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 sewer, water, street, 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. Also, Owner shall grant a blanket easement to the Village to have access to and the right to maintain any storm water management facilities located on the Subject Property for storm water management purposes, even though the Owner agrees to maintain such facilities for such purposes until the storm water retention facility is completed and accepted by the Village. Owner shall record a declaration of covenants and restrictions, an easement or other legally sufficient document in a form and substance approved by the Village and providing for the care and maintenance of said storm water management facilities, including the right of the Village, in its sole discretion and not implying any duty whatsoever, to go in and perform such maintenance work if necessary and to charge the Owner for the costs for the same, including the right to record a lien against the Subject Property if such costs are not paid.

All such easements to be granted shall name the Village and/or other appropriate entities designated by the Village as grantee thereunder. It shall be the responsibility of the Owner to obtain all easements, both on site and off site, necessary to serve the Subject Property.

SECTION EIGHT - Developmental Codes and Ordinances and General Matters.

The development of the Subject Property annexed 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 on the date each respective permit for development of each lot is issued. 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 Orland Park at such time. Notwithstanding the foregoing, the dollar amounts for the contributions set forth in Section Four above shall not be increased during the term of this Agreement; however, all other fees, etc. set forth under the various ordinances of the Village shall be paid by the Owner at the rate set forth in the Village ordinances at the time each permit is issued.

No occupancy permit shall be issued for any building prior to the completion of the required public improvements, including street trees, except for the final surface course for the streets. Provided, however, the construction and installation of the public improvements to be done by Owner may be commenced at any time after Owner has

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STATE OF ILLINOIS, COUNTY OF COOK

delivered to Village an irrevocable letter of credit, in a form satisfactory to, and from a bank or other financial institution approved by, the Village in the amount of 125 percent of the Owner's Engineer's estimate of the cost of construction and installation of all such improvements as approved by the Village Engineer, or 110 percent of actual construction contract costs, including all required lighting, streets and street lights, landscaping and sewer and water lines.

SECTION NINE - 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.

SECTION TEN - 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 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 uniquely attributable to, reasonably related to and made necessary by the development of the Subject Property.

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 seven (7) years from the date of execution hereof and any extended time that may be agreed to by amendment.

The terms and conditions of this Agreement relative to the payment of monies to the various Village recapture funds, contributions to the Village, construction and/or dedication of public improvements, 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:

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VILLAGE OF ORLAND PARK

STATE OF ILLINOIS, COUNTY OF COOK

1. Frederick T. Owens
Village President
14700 South Ravinia Avenue
Orland Park, Illinois 60462
2. James V. Dodge, Jr.
Village Clerk
14700 South Ravinia Avenue
Orland Park, Illinois 60462
3. E. Kenneth Friker
Village Attorney
Klein, Thorpe & Jenkins, Ltd.
9533 West 143rd Street
Orland Park, Illinois 60462

For the Owner:

1. Paul McNaughton
11900 South Southwest Highway
Palos Park, Illinois 60464
2. Theodore J. Cachey
9961 West 151st Street
Orland Park, Illinois 60462

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 - Model Units.

Owner shall have the right to construct residential model units, sales offices and other appurtenant facilities, with the number of models to be as approved by the Village, and upon acceptance by the Village of a plan encompassing that portion of the property upon which same are proposed to be constructed. It is understood that in the event Owner constructs model units that the units ultimately constructed for sale shall be in substantial conformance with said model units.

SECTION FOURTEEN - Signs.

After application is made to the Village's Building Department Director, and all required fees are paid, the Village will permit Owner to erect and maintain one outdoor advertising sign for this proposed development only, with such sign to be not more than 36 square feet, double-faced in size. The location of said sign upon the Subject Property shall be in accordance with the Village's Sign Ordinance and shall have

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VILLAGE OF ORLAND PARK

STATE OF ILLINOIS, COUNTY OF COOK

reasonable setbacks from streets and highways as the interest of safety may require. The Village shall have the right to compel removal of, and Owner shall so remove, such sign within 90 days after the last building permit is issued, or within 4 (four) years from the date of this Agreement, whichever occurs later; provided, however, Owner shall in any event remove such sign no later than the time its development and all dwelling units are completely sold.

SECTION FIFTEEN - Provisional Occupancy Permits.

The Village will grant provisional occupancy permits for individual residences between November 1st and May 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, concrete or paver blocks has not been poured or installed, as the case may be, for the driveway, provided the stone base has been installed.
- (b) Installation of the required bicycle path.
- (c) Painting or staining of the exterior.
- (d) Installation of the gutters and downspouts.

As a condition of 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 a bank, title company or financial institution acceptable to 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 SIXTEEN - Permits and Letter of Credit.

The Owner 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 Land Development Code of the Village. 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 Land Development Code and this Agreement.

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VILLAGE OF ORLAND PARK

STATE OF ILLINOIS, COUNTY OF COOK

Owner 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 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 Owner 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 any dirt stock pile which results from the development should they not be placed in an approved location or if the pile is causing a storm water drainage problem, or should it not be permitted to remain beyond the time period specified by the Village; provided, however, that the Village will not draw upon the letter of credit if Owner relocates or removes the stock piles as directed by the Village within the 10 day notice period.

SECTION SEVENTEEN - Conveyance, Dedication and Donation of Real state and Certain Personal Property.

Any conveyance, dedication or donation of real estate required of the Owner (hereinafter referred to as Grantor for purposes of this Section Seventeen) 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 by trustee's deed or other appropriate instrument.

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

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VILLAGE OF ORLAND PARK STATE OF ILLINOIS, COUNTY OF COOK

insurance from 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 from the company issuing the commitment for title insurance, subject only to the exceptions stated above.

All title insurance charges shall be borne by Grantor.

E. Taxes, Liens, Assessments, Etc.

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

F. Delivery of Deed, Conveyance or Dedication.

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

SECTION EIGHTEEN - Reimbursement of Village for Legal and Other Fees and Expenses.

A. To Effective Date of Agreement.

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VILLAGE OF ORLAND PARK

STATE OF ILLINOIS, COUNTY OF COOK

The Owner, concurrently with annexation and zoning of the property or so much thereof as required, shall reimburse the Village for the following 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 as prescribed by Village Ordinance Number 678; 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 enumerated reasonable expenses and costs incurred by Village in the administration of the Agreement, including and limited to 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, and the negotiation and preparation of letters of credit and escrow agreements to be entered into as security for the completion of land improvements.

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

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.

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ORLAND PARK
STATE OF ILLINOIS, COUNTY OF COOK

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 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 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 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 its sole discretion, appeal any such judgment rendered in favor of the Village against Owner.

SECTION NINETEEN - Warranties and Representations.

The Owner represents and warrants to the Village as follows:

1. That the Owner is the legal title holder and the owner of record the Subject Property.
2. That the Owner proposes to develop the Subject Property in the manner contemplated under this Agreement.
3. That other than the Owner, no other entity or person has any interest in the Subject Property or its development as herein proposed.
4. That Owner has 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.
5. With respect to any real estate herein which will become property of the Village, Owner (and their subsidiaries) warrant and represent, to the best of their knowledge, that during the period of their ownership or control over said Subject Property they have no knowledge of, nor reason to suspect, that there has been any underground storage (or other) tank or any presence, disposal, release or threatened release of hazardous substances or hazardous wastes on, from or under the property, by or through Owner or any other party whatsoever. Owner similarly represents and warrants that to the best of his knowledge, there was not underground storage (or other) tank, not any presence, disposal, release or threatened release of hazardous substances or hazardous waste on, from or under the property prior to Owner's acquisition of ownership or control of the property.

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STATE OF ILLINOIS, COUNTY OF COOK

Owner similarly further represents and warrants that to the best of his knowledge, the property (including underlying soil and ground water conditions) is not in violation of any state, local, federal, municipal or other law, statute, regulation, code, ordinance, decree or other relating to hygienic or environmental conditions, and during ownership of the property by Owner, no party has stored or disposed of any flammable explosives, radioactive materials, hazardous waste, toxic substances or other related materials on, under or about the property. The Owner shall and does hereby indemnify, protect, defend, and hold the Village harmless from and against any claims, losses, demands, costs, proceedings, suits, liabilities, damages and causes of action, including consequential damages and attorneys' fees of counsel selected by the Village and other costs of defense incurred, arising against or suffered by the Village or its assigns as a consequence, directly or indirectly, of any misrepresentation by Owner of the foregoing representations and warranties, whether discovered before or after the conveyance of the Subject Property to the Village.

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

SECTION TWENTY-ONE - 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 TWENTY-TWO - 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-THREE - Singular and Plural.

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

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SECTION TWENTY-FOUR - 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-FIVE - Recording.

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

SECTION TWENTY-SIX - Authorization to Execute.

The Owner and the officers of the Owner executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on behalf of said Owner. 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 Agreement. The Owner 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, ordinances, partnership agreements, letters of direction or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

SECTION TWENTY-SEVEN - Amendment.

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there 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-EIGHT - 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-NINE - 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 THIRTY - Conflict Between the Text and Exhibits.

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STATE OF ILLINOIS, COUNTY OF COOK

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.

SECTION THIRTY-ONE - 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 excluded 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 THIRTY-TWO - 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-THREE - Execution of Agreement.

This Agreement shall be signed last by the Village and the President 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.

VILLAGE OF ORLAND PARK, an Illinois Municipal Corporation

By: _____
Village President

ATTEST:

By: _____
Village Clerk

Owner:

PAUL MCNAUGHTON

MCNAUGHTON DEVELOPMENT, INC.

By: _____
PAUL MCNAUGHTON, President

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ORLAND PARK
STATE OF ILLINOIS, COUNTY OF COOK

ATTEST:

By: _____

HERITAGE TRUST COMPANY, as trustee

By: _____
Its _____

Attest:

By: _____
Its _____

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VILLAGE OF
ORLAND PARK
STATE OF ILLINOIS, COUNTY OF COOK

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named PAUL MCNAUGHTON, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 199__.

Commission expires _____, 19__.

_____ Notary Public

Faint watermark: "Office of Cook County Clerk's Office" diagonally across the page.

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 VILLAGE OF
ORLAND PARK
 STATE OF ILLINOIS, COUNTY OF COOK

STATE OF ILLINOIS)
) SS
 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 _____ of the HERITAGE TRUST COMPANY, as Trustee under Trust Agreement dated March 11, 1985, and known as Trust No. 2658, and not individually, but personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Trust Company for the uses and purposes therein set forth; and the said _____ then and there acknowledged that said _____, as custodian of the corporate seal of said Trust Company caused the corporate seal of said Trust Company to be affixed to said instrument as said _____'s own free and voluntary act and as the free and voluntary act of said Trust Company for the uses and purposes therein set forth. GIVEN under my hand and official seal, this _____ day of _____, 199_____.

Commission expires _____, 19_____.

_____ Notary Public

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VILLAGE OF
ORLAND PARK
STATE OF ILLINOIS, COUNTY OF COOK

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named PAUL McNAUGHTON and _____ personally known to me to be the President and _____ of McNAUGHTON DEVELOPMENT, Inc. an Illinois Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said _____ then and there acknowledged that said _____, as custodian of the corporate seal of said corporation caused the corporate seal of said corporation to be affixed to said instrument as said _____'s own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 199_____.

Commission expires _____, 19_____.

Notary Public

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**VILLAGE OF
ORLAND PARK
STATE OF ILLINOIS, COUNTY OF COOK**

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Frederick T. Owens, personally known to me to be the President of the Village of Orland Park, and James V. Dodge, 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 _____ day of _____, 199__.

Commission expires _____, 19____.

_____ Notary Public

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CEDAR CROSSING

LEGAL DESCRIPTION

LOT 3 IN OWNER'S SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH 23 ACRES OF SAID EAST 1/2 OF THE NORTHEAST 1/4 AND LYING NORTH OF THE SOUTH 310 FEET OF SAID EAST 1/2 OF THE NORTHEAST 1/4 (EXCEPT FROM THE ABOVE TRACT THAT PART THEREOF LYING SOUTH OF THE NORTH 875.0 FEET OF SAID TRACT AND LYING WEST OF A LINE DRAWN 980.0 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 2) ACCORDING TO THE PLAT THEREOF RECORDED JULY 11, 1968 AS DOCUMENT NO. 16836697, IN COOK COUNTY, ILLINOIS.

EXHIBIT A

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ATTACHMENTS IN THE VILLAGE CLERK'S OFFICE AVAILABLE FOR VIEWING ONLY

1. Exhibit "B" - Plat of Annexation
2. Exhibit "C" - Site Plan

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