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**PLAT**

6-1-95

SEE PLAT BOOKS

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AGREEMENT:

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Official Business Of The  
Village Of Orland Park  
Village Clerk's Office  
14700 Ravinia Ave  
Orland Park, IL 60462

**PLAT WITH THIS DOCUMENT**

This document was recorded  
in behalf of *William V. Dohy, Jr.*,  
Village Clerk of the Village of  
Orland Park, 14700 Ravinia Ave  
Orland Park, Illinois 60462

DEPT-01 RECORDING 473.00  
T87777 TRAN 2536 06/01/95 14:25:00  
45256 BK \*--95--355534  
COOK COUNTY RECORDER

## INTRODUCTION.

1. This Agreement entered into this 7th day of March, 1995, by and between the VILLAGE OF ORLAND PARK, an Illinois Municipal Corporation (hereinafter referred to as the "Village"); MARQUETTE NATIONAL BANK, not personally but as Trustee under a Trust Agreement dated December 23, 1994, and known as Trust No. 13287, RONALD L. POSTMUS and PEARL T. POSTMUS, his wife (hereinafter collectively referred to as "Owner");

2. The Property subject to this Agreement and legal title to which is vested in the Owner (excepting such portion as is dedicated to the public), is legally described as follows:

Lot 2 in Block 10 in Samuel J. Walker's Subdivision of the South 1/2 of the Northeast 1/4 and the North 1/2 of the South East 1/4 of Section 11, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

P.I. No. 27-11-202-001

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

3. The Subject Property consists of 5.0744 acres and is generally located on the east side of 82nd Avenue at 14501 South in Orland Township.

4. The Subject Property is proposed to be developed by the Owner consisting of seven (7) single family residential units under the R-1 Residential classification of the Orland Park Land Development Code.

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.

## RECITALS:

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-1 Residential District

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provisions of the Orland Park Land Development Code.

2. Owner has petitioned the Village for annexation to the Village of the Subject Property and for amendments to the Land Development Code classifying the Subject Property as more fully hereinafter set forth.

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 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.

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

- (a) Adoption and execution of this Agreement by 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.

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.

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

7. The Owner covenants and agrees that it will execute all necessary directions and issue all necessary instructions and take all other action necessary to perform his obligations hereunder.

## SECTION ONE: Annexation.

The Owner has filed a petition for annexation to the Village of the Subject Property legally described above 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 Agreement.

Subject to the provisions of Chapter 65, Act 5, Article 7, of the Illinois Compiled Statutes, and such other statutory provisions as may be relevant and the Home Rule powers of the Village, the Village shall by proper resolution, cause approval and execution of this Agreement and after

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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 A. The new boundary of the Village resulting from such annexation shall extend to the far side of any adjacent highway and shall include all of every highway within the area so annexed.

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 herein described to be classified under the Land Development Code of the Village as R-1 Residential District.

B. The Subject Property shall be developed substantially in accordance with the land plan appended hereto and incorporated herein as EXHIBIT B entitled "FINAL PLAN - POSTMUS SUBDIVISION" prepared by RAYMOND E. DERBAS & ASSOCIATES, Drawing No. 1149, and dated January 10, 1995, last revised February 17, 1995. The Owner agrees that the Subject Property shall be developed substantially in accordance with said land plan as shown on said site plan (EXHIBIT B) as approved or as may be subsequently amended and approved by the Village, with the following additional requirements:

1. That street trees be indicated on the site plan finally approved by the Village, one (1) tree every forty (40) feet.
2. That Basswood Road be shown as a public right-of-way.

C. The Village shall have the right to require such soil boring tests as it determines for each residential site on the Subject Property.

D. The street (parkway) trees described in (b) above and as shown on the site plan shall be planted by the Owner and shall not be the responsibility of the subsequent individual lot owners.

E. A 25% variance will be granted by the Village for the lot width of proposed Lot 4, as shown on the final plan (Exhibit B).

## 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:

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## Single-Family

For residential unit	Amount
Fair Share Road Exaction Fee	\$1,500.00
Water Construction Fund	1,800.00
Park and Recreation Fund	1,987.00*
Corporate Services	400.00
Orland Park Board of Library Trustees	125.00
School District Number 135	826.00**
High School District Number 230	359.00***
Cul-de-Sac Fee	1,000.00
Sanitary Sewer Recapture (for pumps added to Lift Station) due the Village	1,000.00

\*This is an average. The actual contribution is \$1,753.00 for a 3-bedroom residence, \$2,221.00 for a 4-bedroom residence and \$2,312.00 for a 5-bedroom residence.

\*\*This is an average. The actual contribution is \$639.00 for a 3-bedroom residence, \$1,012.00 for a 4-bedroom residence and \$718.00 for a 5-bedroom residence.

\*\*\*This is an average. The actual contribution is \$231 for a 3-bedroom residence, \$486.00 for a 4-bedroom residence and \$336.00 for a 5-bedroom residence.

### SECTION FOUR: Water Supply.

Owner shall be required to construct and install at its/their expense all necessary on-site water mains to service the Subject Property. All such water mains shall be constructed and installed in accordance with the Land Development Code of the Village and final engineering plans approved by the Village.

### SECTION FIVE: Sanitary Sewers.

Owner shall be required to construct and install at 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.

Owner understands and agrees that the sanitary sewer connection shall be made to a sanitary sewer force main owned by Citizens Utilities Company of Illinois, and that such connection cannot be made until an agreement for use of such force main has been made by and between the Village and Citizens Utilities Company of Illinois and approved by the Metropolitan Water Reclamation District of Greater Chicago.

### 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 accordance with the Village's Land Development Code. The final wearing surface shall not be installed until a period of

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twelve (12) months after installation of the base, and upon request of the Village. Upon completion of the streets, Owner shall be responsible for keeping the streets free from construction debris and for repair of damages to the streets 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 week, 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.

The Owner shall also be required to install street lights in accordance with the Land Development Code of the Village and final engineering plans approved by the Village and the County of Cook.

## C. Bicycle Path

The Owner shall install an asphalt bicycle path as shown on Exhibit B (along 82nd Avenue) in accordance with the Land Development Code of the Village and final engineering plans approved by the Village.

## D. Dedications.

All public street right-of-ways shall, at the time of annexation, be dedicated by the Owner to the Village by plats of dedication at such locations and in such form as the Village approves.

All public street right-of-ways to be located on the Subject Property shall be at least 50 feet in width.

## E. Miscellaneous.

The cost of 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.

## 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.

All such easements to be granted shall name the Village and/or other appropriate entities

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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 Three 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 and acceptance by the Village of the required public improvements, except for the final surface course for the streets and sidewalks. Provided, however, the construction and installation of the public improvements to be done by Owner may be commenced at any time after Owner has 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% 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% 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 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 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, assigns, 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.

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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:

1. Daniel J. McLaughlin  
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. Marquette National Bank  
6316 S. Western Avenue  
Chicago, Illinois 60630
2. Lawrence J. Postmus  
316 S. Park Blvd.  
Glen Ellyn, Illinois 60137
3. Ronald L. and Pearl T. Postmus  
11757 S. 83rd Avenue  
Palos Park, Illinois 60464

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

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same are proposed to be constructed.

## 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 40 square feet, double-faced in size, to be no higher than 10' from top of the sign to ground level, and may be exteriorly illuminated, and any such sign shall be located on the Subject Property and may so remain for the duration of Owner's sales program. The location of said sign upon the Subject Property shall be in accordance with the Village's Sign Ordinance and shall have 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 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. The Village shall install all necessary and appropriate traffic control signs in connection with the development on the Subject Property, and the Owner shall reimburse the Village, within ten (10) days after the Village shall render its invoice, for all labor and material expenses incurred by the Village.

## 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 or concrete has not been poured for the driveway, provided the stone base has been installed.
- (b) Final grading.
- (c) Painting 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

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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.

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 not less than four (4) of the residences 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 Estate 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 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,

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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.

## G. Environmental Warranties and Representations.

With respect to any real estate herein which will become property of the Village, Owner warrants and represents, 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 waste 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 their 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.

Owner similarly further represents and warrants that to the best of their 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 Owners, 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

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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 EIGHTEEN: Reimbursement of Village for Legal and Other Fees and Expenses.

### A. To Effective Date of Agreement.

The Owner, concurrently with annexation and zoning of the property or so much thereof as required shall reimburse the Village, not later than ten (10) days after the Village shall render its invoice, 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; 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, not later than ten (10) days after Village shall render its invoice, 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

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available avenue of appeal of any adverse judgment, without the approval of the Village.

2. If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between Village and Owner, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Owner shall reimburse the Village from time to time on written demand from the President of Village and notice of the amount due for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other 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 land trustee identified on page 1 hereof is the legal title holder and the owner of record of the subject property and that the sole beneficiaries of said trust are RONALD L. POSTMUS and PEARL T. POSTMUS, his wife.
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.

## 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.

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## 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.

## 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 throughout 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 Owner.

## SECTION TWENTY-SIX: Authorization to Execute.

The Owner and the officers of the Trustee/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.

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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.

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: Sovereignty.

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

## SECTION 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: *Anthony J. McHughlin*  
Village President

ATTEST:

By: *James V. Volney*  
Village Clerk

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Owner:

MARQUETTE NATIONAL BANK, as Trustee under Trust Agreement dated December 23, 1994, and known as Trust Number 19287

By: \_\_\_\_\_

Its \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Its \_\_\_\_\_

Ronald L. Postmus  
RONALD L. POSTMUS

Pearl T. Postmus  
PEARL T. POSTMUS

I, \_\_\_\_\_, County Clerk of Cook County, Illinois, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's Office.



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## ACKNOWLEDGMENTS

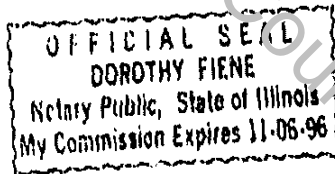
STATE OF ILLINOIS )  
                                                          ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that DANIEL J. McLAUGHLIN, 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 1<sup>st</sup> day of April  
1994.

Dorothy Fiene  
NOTARY PUBLIC

Commission expires \_\_\_\_\_, 199  



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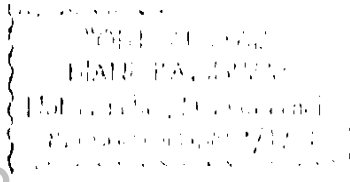
STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named GENE E. KIMMEL and DAVID J. ... Secretary of the MARQUETTE NATIONAL BANK, as Trustee under Trust Agreement dated December 23, 1994, and known as Trust Number 13287, and not individually, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such GENE E. KIMMEL and DAVID J. ... Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth; and the said DAVID J. ... Secretary then and there acknowledged that said GENE E. KIMMEL Secretary, as custodian of the corporate seal of said Bank caused the corporate seal of said Bank to be affixed to said instrument as said DAVID J. ... Secretary's own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 28<sup>th</sup> day of March 1995.

David J. ...  
NOTARY PUBLIC

Commission expires \_\_\_\_\_ 199



NOTARY PUBLIC OF COOK COUNTY Clerk's Office

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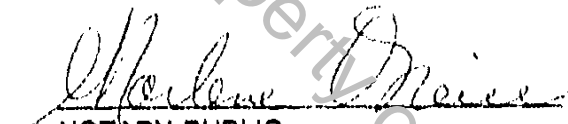
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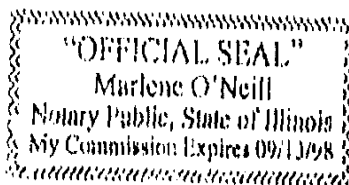
STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named RONALD L. POSTMUS and PEARL T. POSTMUS, 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 they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 21<sup>ST</sup> day of MARCH, 1995.

Commission expires 9-13, 1998

  
NOTARY PUBLIC



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