

UNOFFICIAL COPY

96708351

NOTICE OF INTEREST

YOU ARE HEREBY NOTIFIED THAT:

WHEREAS, on or about February 15, 1995, the Village of Posen did enter into and execute certain development agreements with Group G. Construction. Copies of said contract are attached herein as Exhibit "B", (the Development Agreement). Said agreement concerned real estate located in the Village of Posen, described as follows:

See attached "A" - Legal Description Rider.

WHEREAS, the Agreement is a binding and an enforceable contract.

WHEREAS, the Agreement was entitled "Development Agreement".

WHEREAS, the above referenced legal descriptions are subject to and encumbered by the Development Agreement.

WHEREAS, the Development Agreement was duly authorized by the Village of Posen and duly executed by the Mayor of the Village of Posen.

NOW, THEREFORE, all the world take notice:

1. Group G. Construction claims a legal and equitable interest in the real estate to the Development Agreement, as specifically described in Exhibit "A".
2. This Notice imparts actual and constructive notice and all world shall take notice of the rights of Group G. Construction.
3. All rights, powers and remedies of Group G. Construction to exercise any and all of the rights contained in her legal rights in the Development Agreement shall be in full force and effect.

IN WITNESS WHEREOF, Brian J. Mulcahy, Attorney at Law, 120 North LaSalle Street, Suite 900, Chicago, IL 60602, as Attorney for Group G., Inc., has hereunto set his hand and seal this September 4, 1996.

Brian J. Mulcahy

Brian J. Mulcahy

Boj 116-xxx Brian

4750
4600

9150 (pen)

96708351

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09/17/96

Property of Cook County Clerk's Office

* DEPT-10 PENALTY \$44.00

* COOK COUNTY RECORDER

* #0623 ÷ TB *-96-708351

* 140013 TRAN 2128 09/17/96 12:00:00

* DEPT-11 TORRENS \$47.50

10-90436

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LEGAL DESCRIPTION RIDER (VACANT LAND)

1. Lots 23 through 30 in Block 1 in Jas. J. Smith & Company's Subdivision. A subdivision of the West ½ of the North ½ (except the North 56 acres) in Northwest fractional, ¼ of Section 12, Township 36 North, Range 13, North of the Indian Boundary Line, also the West ½ of the North 23 acres of the Southwest ¼ of the Northwest ¼ of section 12, East of the Third Principal Meridian, in Cook County, Illinois.
2. Lots 29 through 38 in Block 1 in Jas. J. Smith & Company's Subdivision. A subdivision of the West ½ of the North ½ (except the North 56 acres) in Northwest fractional, ¼ of Section 12, Township 36 North, Range 13, North of the Indian Boundary Line, also the West ½ of the North 23 acres of the Southwest ¼ of the Northwest ¼ of section 12, East of the Third Principal Meridian, in Cook County, Illinois.
3. Lots 27 and 28 in Block 4, in Jas. J. Smith & Company's Subdivision. A subdivision of the West ½ of the North ½ (except the North 56 acres) in Northwest fractional, ¼ of Section 12, Township 36 North, Range 13, North of the Indian Boundary Line, also the West ½ of the North 23 acres of the Southwest ¼ of the Northwest ¼ of section 12, East of the Third Principal Meridian, in Cook County, Illinois.
4. Lots 1, 2, 3, 12, 14, 15, 16, 17, 18, 19, 23, 24, 25, 26, 27, 28, in Block 1, in Croissant Park Markham Wells first addition, a subdivision of the Northwest ¼ of the Southwest ¼ of Section 12, Township 36N, Range 13, East of the Third Principal Meridian, as per Plat Document Number 9282049, in Cook County, Illinois.
5. Lots 1 through 15 in Block 2 in Croissant Park Markham Wells first addition, a subdivision of the Northwest ¼ of the Southwest ¼ of Section 12, Township 36N, Range 13, East of the Third Principal Meridian, as per Plat Document Number 9282049, in Cook County, Illinois.
6. Lots 5, 9 and 10 in Block 3 in Croissant Park Markham Wells first addition, a subdivision of the Northwest ¼ of the Southwest ¼ of Section 12, Township 36N, Range 13, East of the Third Principal Meridian, as per Plat Document Number 9282049, in Cook County, Illinois.
7. Lot 7 in Block 5 in Croissant Park Markham Wells first addition, a subdivision of the Northwest ¼ of the Southwest ¼ of Section 12, Township 36N, Range 13, East of the Third Principal Meridian, as per Plat Document Number 9282049, in Cook County, Illinois.
8. Lots 1, 2, 6, 7, 8, 9 and 10 in Block 7 in Croissant Park Markham Wells first addition, a subdivision of the Northwest ¼ of the Southwest ¼ of Section 12, Township 36N, Range 13, East of the Third Principal Meridian, as per Plat Document Number 9282049, in Cook County, Illinois.

EXHIBIT "A"

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EXHIBIT A

28-12-101-001	28-12-300-012
28-12-101-002	28-12-300-014
28-12-101-003	28-12-300-015
28-12-101-004	28-12-300-016
28-12-101-005	28-12-300-017
28-12-101-006	28-12-300-018
28-12-101-007	28-12-300-019
28-12-101-008	28-12-300-023
	28-12-300-024
28-12-109-015	28-12-300-025
28-12-109-016	28-12-300-026
28-12-109-017	28-12-300-027
28-12-109-018	28-12-300-028
28-12-109-019	
28-12-109-020	28-12-305-054
28-12-109-021	
28-12-109-022	
28-12-109-023	
28-12-109-024	
28-12-117-001	
28-12-117-002	

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3/17/2014

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EXHIBIT A

28-12-300-008
28-12-300-009
28-12-300-010

28-12-301-001
28-12-301-002
28-12-301-005

28-12-302-004

28-12-303-001
28-12-303-002
28-12-303-003
28-12-303-004
28-12-303-005
28-12-303-009
28-12-303-010

Property of Cook County Clerk's Office

2013-01

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DEVELOPMENT AGREEMENT

WHEREAS, the Village of Posen has acquired, and is in the process of acquiring, certain vacant parcels of real estate pursuant to the County of Cook's "No Cash Bid" program; and,

WHEREAS, said parcels are located along 147th Street in the Village of Posen; and,

WHEREAS, the Village of Posen has previously passed certain resolutions and submitted said resolutions along with development plans to the Cook County Board in connection with the County's "No Cash Bid" program; and,

WHEREAS, Group G Construction has submitted to the Village of Posen a comprehensive development plan which is consistent with the Village's development plans for the subject property, said Plan being presented as Group G Phase II; and,

WHEREAS, both Group G Construction and the Village of Posen acknowledge that time is of the essence regarding the development of the subject property; and,

WHEREAS, Group G Construction has demonstrated an ability to commence and complete the subject development project expeditiously; and,

WHEREAS, the President and Board of Trustees of the Village of Posen believe that entering into a development agreement with Group G Construction would be in the best interests of the residents of the Village of Posen.

NOW THEREFORE, be it agreed by and between the Village of Posen, hereinafter referred to as the Village, and Group G Construction, hereinafter referred to as the Developer, mutual considerations having been exchanged, the receipt of which is hereby acknowledged by the parties, as follows:

1. That the Village hereby agrees to convey to the Developer certain parcels along 147th Street, with Property Index Numbers as shown on the attached Exhibit A.
2. That the Village agrees to use its best efforts to eliminate prior property taxes due on the subject property.
3. That the Developer agrees to pay to the Village of Posen an amount equal to the Village's costs of acquisition as well as reasonable costs related thereto, in the approximate amount of \$500.00 *AR 4/5*, said sums being due and payable upon conveyance of any of the lots in question.

Final 1995

36703-54

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4. That the Developer agrees to promptly commence the development of the subject property and agrees to complete the project in its entirety within 3 years from the execution of this Agreement, and that any lots not yet developed within 3 years from the date of this Agreement may, at the option of the Village, be conveyed to another developer.

5. That the Developer will complete all required infrastructure improvements before any users take occupancy.

6. That the Village reserves the right of approval of any of the initial users of the subject property and the developer shall submit for approval a letter of intent with respect to each potential user of the subject property before any building permit shall issue.

7. That all future development costs shall be borne solely by the Developer.

8. That the Developer agrees to indemnify and hold the Village harmless from any and all claims which may arise as a result of the Village entering into this Development Agreement.

9. That the Developer agrees to pay all regular permit and inspection fees of the Village of Posen and agrees to build in accordance with the building codes and regulations of the Village of Posen.

DEVELOPER

W. Ernest Kowalski, President

VILLAGE OF POSEN

BY: *[Signature]*

ATTEST:

[Signature]

County Clerk's Office

38763-51

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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DEVELOPMENT AGREEMENT

WHEREAS, the Village of Posen has acquired, and is in the process of acquiring, certain vacant parcels of real estate pursuant to the County of Cook's "No Cash Bid" program; and,

WHEREAS, said parcels are located along Kedzie Avenue in the Village of Posen; and,

WHEREAS, the Village of Posen has previously passed certain resolutions and submitted said resolutions along with development plans to the Cook County Board in connection with the County's "No Cash Bid" program; and,

WHEREAS, Group G Construction has submitted to the Village of Posen a comprehensive development plan which is consistent with the Village's development plans for the subject property, said Plan being presented as Group G Phase III; and,

WHEREAS, both Group G Construction and the Village of Posen acknowledge that time is of the essence regarding the development of the subject property; and,

WHEREAS, Group G Construction has demonstrated an ability to commence and complete the subject development project expeditiously; and,

WHEREAS, the President and Board of Trustees of the Village of Posen believe that entering into a development agreement with Group G Construction would be in the best interests of the residents of the Village of Posen.

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1. That the Village hereby agrees to convey to the Developer certain parcels along Kedzie Avenue, with Property Index Numbers as shown on the attached Exhibit A.
2. That the Village agrees to use its best efforts to eliminate prior property taxes due on the subject property.
3. That the Developer agrees to pay to the Village of Posen an amount equal to the Village's costs of acquisition as well as reasonable costs related thereto, in the approximate amount of \$ 50000 PER LOT; said sums being due and payable upon conveyance of any of the lots in question.

08/23/01

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Property of Cook County Clerk's Office

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4. That the Developer agrees to promptly commence the development of the subject property and agrees to complete the project in its entirety within 3 years from the execution of this Agreement, and that any lots not yet developed within 3 years from the date of this Agreement may, at the option of the Village, be conveyed to another developer.

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9. That the Developer agrees to pay all regular permit and inspection fees of the Village of Posen and agrees to build in accordance with the building codes and regulations of the Village of Posen.

DEVELOPER

A. Bruchonchi, President

VILLAGE OF POSEN

BY:

ATTEST:

Charles F. White

33-736-34

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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DEVELOPMENT AGREEMENT

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2. That the Village agrees to use its best efforts to eliminate prior property taxes due on the subject property.
3. That the Developer agrees to pay to the Village of Posen an amount equal to the Village's costs of acquisition as well as reasonable costs related thereto, in the approximate amount of \$500,000.00; said sums being due and payable upon conveyance of any of the lots in question.

EXHIBIT "B"

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Property of Cook County Clerk's Office

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4. That the Developer agrees to promptly commence the development of the subject property and agrees to complete the project in its entirety within 3 years from the execution of this Agreement, and that any lots not yet developed within 3 years from the date of this Agreement may, at the option of the Village, be conveyed to another developer.

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DEVELOPER

A. Brantkowski President

VILLAGE OF POSEN

BY: [Signature]

ATTEST: [Signature]

Property of Cook County Clerk's Office

38705-51

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Property of Cook County Clerk's Office

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EXHIBIT A

**Kedzie Avenue
North Corporate Limit
south to
147th Street**

**Kedzie Avenue
147th Street
south to
149th Street**

28-12-101-001 27

28-12-300-012 28

28-12-101-002 27

28-12-300-014 28

28-12-101-003 27

28-12-300-015 28

28-12-101-004 27

28-12-300-016 28

28-12-101-005 27

28-12-300-017 28

28-12-101-006 27

28-12-300-018 28

28-12-101-007 27

28-12-300-019 28

28-12-101-008 27

28-12-300-023 28

28-12-300-024 28

28-12-109-015 27

28-12-300-025 28

28-12-109-016 27

28-12-300-026 28

28-12-109-017 27

28-12-300-027 28

28-12-109-018 27

28-12-300-028 28

28-12-109-019 27

28-12-300-054 28

28-12-109-020 27

28-12-109-021 27

28-12-109-022 27

28-12-109-023 27

28-12-109-024 27

28-12-117-001 27

28-12-117-002 27

Property of Cook County Clerk's Office

2013081

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Property of Cook County Clerk's Office

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DEVELOPMENT AGREEMENT

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DEVELOPER

R. Ernest Kowalski, President

VILLAGE OF POSEN

By: [Signature]

ATTEST:

[Signature]

Clerk's Office

09/23/2010

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EXHIBIT A

Sibley Boulevard
Kedzie Avenue
east to
California Avenue

28-12-300-008 28
28-12-300-009 28
28-12-300-010 28

28-12-301-001 28
28-12-301-002 28
28-12-301-005 28

28-12-302-004 28

28-12-303-001 28
28-12-303-002 28
28-12-303-003 28
28-12-303-004 28
28-12-303-005 28
28-12-303-009 28
28-12-303-010 28

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3/17/08-51

UNRECORDED

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R DEPT-10 PENALTY \$44.00
T#0013 TRAN 2178 09/17/96 12:02:00
#0624 \$ TB *-96-708351
COOK COUNTY RECORDER

11-09-95