

UNOFFICIAL COPY

# EXHIBIT

ATTACHED TO

9752 8232

---

DOCUMENT NUMBER

SEE PLAT BOOK

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

**EVIDENCE ATTACHED**

97528232

DEPT-01 RECORDING \$95.00  
14222 TRAN 1563 07/22/97 10:34:00  
#2694 # KE \* -97-528232  
COOK COUNTY RECORDER

Property of Cook County Clerk's Office

For Recorder's Use Only

**DEVELOPMENT AGREEMENT (WALGREENS -  
NORTHEAST CORNER OF 159TH STREET AND 80TH AVENUE)**

**INTRODUCTION**

1. This Agreement entered into this 16th day of June, 1997, by and between the VILLAGE OF ORLAND PARK, an Illinois Municipal Corporation (hereinafter referred to as the "Village"), and 159-80 L.L.C., an Illinois limited liability company (hereinafter referred to as "Owner");

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

**PARCEL 1**

A PART OF A TRACT OF LAND, BEING THE NORTH 300.80 FEET OF THE SOUTH 330 FEET (EXCEPT THE EAST 648.00 FEET) OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; SAID PART LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 13; THENCE NORTH 00 DEGREE 02 MINUTES 24 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF SECTION 13 A DISTANCE OF 330.00 FEET TO A POINT; THENCE SOUTH 89 DEGREES 43 MINUTES 25 SECONDS EAST ALONG A LINE PARALLEL WITH AND 330.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 13 A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF SAID DESCRIBED LINE; THENCE CONTINUING ALONG SAID LINE

P.T.N. 27-13-300-207

Address: NE CORNER OF 159th St. and 80th Ave, Orland Park, IL 60422



*(Signature)*

MAIL TO RECORDER'S BOX 324 NFL

RECORDING FEE \$ 95.00

DATE 7/22/97 COPIES

BY SM

97528232

# UNOFFICIAL COPY

PARALLEL WITH AND 330.00 FEET NORTH A DISTANCE OF 500.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE CONVEX NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET A DISTANCE OF 78.54 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREE 16 MINUTES 26 SECONDS WEST ALONG A LINE A DISTANCE OF 90.00 FEET TO A POINT; THENCE SOUTH 89 DEGREES 43 MINUTES 25 SECONDS EAST ALONG A LINE PARALLEL WITH AND 190.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 13, A DISTANCE OF 88.96 FEET TO A POINT ON THE WEST LINE OF SAID EAST 648.00 FEET (BEING THE TERMINAL POINT OF SAID DESCRIBED LINE); AND SAID PART LYING EAST OF THE EASTERLY LINE OF PROPERTY CONVEYED TO THE COUNTY OF COOK BY DEED RECORDED AS DOCUMENT 04014885. ALSO, THE WEST 33.00 FEET OF THE NORTH 300.80 FEET OF THE SOUTH 330.00 FEET OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13

## PARCEL 2

A PART OF A TRACT OF LAND, BEING THE SOUTH 550.00 FEET (EXCEPT THE EAST 648.00 FEET) OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS, SAID PART LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 13; THENCE NORTH 00 DEGREE 02 MINUTES 24 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF SECTION 13 A DISTANCE OF 330.00 FEET TO A POINT; THENCE SOUTH 89 DEGREES 43 MINUTES 25 SECONDS EAST ALONG A LINE PARALLEL WITH AND 330.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 13 A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF SAID DESCRIBED LINE; THENCE CONTINUING ALONG SAID LINE PARALLEL WITH AND 330.00 FEET NORTH A DISTANCE OF 500.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A CIRCLE CONVEX NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET A DISTANCE OF 78.54 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREE 16 MINUTES 26 SECONDS WEST ALONG A LINE A DISTANCE OF 90.00 FEET TO A POINT; THENCE SOUTH 89 DEGREES 43 MINUTES 25 SECONDS EAST ALONG A LINE PARALLEL WITH AND 190.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 13, A DISTANCE OF 88.96 FEET TO A POINT ON THE WEST LINE OF SAID EAST 648.00 FEET (BEING THE TERMINAL POINT OF SAID DESCRIBED LINE); AND SAID PART LYING EAST OF THE

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

EASTERLY LINE OF PROPERTY CONVEYED TO THE COUNTY OF COOK BY DEED RECORDED AS DOCUMENT 04014885. ALSO, THE WEST 33.00 FEET OF THE NORTH 300.80 FEET OF THE SOUTH 330.00 FEET OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13.

Permanent Index Number: 27-13-300-007

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

3. The Subject Property is generally located at the northeast corner of 159th Street and 80th Avenue and consists of approximately 3.87 acres.

4. The Subject Property is proposed to be developed by the Owner as a three (3) lot commercial subdivision to include a 15,120 square foot pharmacy/retail establishment on the western-most lot, a 8,531 (approximately) square foot retail establishment on the center lot and a proposed retail establishment on the eastern-most lot pursuant to the BIZ General Business Zoning District of the Village's Land Development Code, with a minor special use for a drive-in service window for the Walgreens' pharmacy.

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 developed in 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.

2. The Owner has petitioned the Village for amendments to the zoning ordinance 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 including the filing of a petition by Owner requesting rezoning 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 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:

97525222

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

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

(b) 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 special use permit pursuant to the terms and conditions of this Agreement;

(c) 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 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.

6. Owner covenants and agrees that it will execute all necessary directions and issue all necessary instructions and take all other action necessary to direct and require Owner to perform its obligations hereunder.

## SECTION ONE: Zoning, Plan Approval and Design Standards

A. The Village, upon the 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, has by proper ordinance, Ordinance No. 2304, caused the above-described Subject Property to be classified under the Land Development Code of the Village as a BIZ General Business District, and shall approve and issue a minor special use permit for a drive-in service window for the Walgreens' pharmacy.

B. The Subject Property shall be developed substantially in accordance with the land plan appended hereto and incorporated herein as Exhibit A entitled "Walgreens at Orland Park," prepared by Camburas & Theodore, Ltd., Drawing No. SP-1, last revised February 19, 1997. The Owner agrees that the Subject Property shall be developed substantially in accordance with said land plan as shown on said site plan (Exhibit A) as approved or as may be subsequently amended and approved by the Village, and in accordance with supporting preliminary and final engineering drawings and plans to be submitted to the Village Engineer for review and approval, with the additional requirement that the Owner return with a concept plan for Lot C of the Subject Premises for approval by the Village.

C. The Subject Property shall be landscaped in accordance with a Landscape Plan entitled "Retail Development, NEC of 80th Avenue and 159th Street, Orland Park, Illinois," prepared by Camburas and Theodore, Ltd., Drawing No. L-1, last revised February 19, 1997, provided the

97525232



# UNOFFICIAL COPY

plantings shown on the north side of the detention pond are shown as moved to the south side of the detention pond.

D. The buildings on the Subject Property shall be constructed in accordance with the Building Elevation Plan submitted to the Village entitled "Walgreens, 80th Avenue and 159th Street, Orland Park, Illinois, and Retail Development, 80th Avenue and 159th Street, Orland Park, Illinois," prepared by Camburas and Theodore, Ltd., Drawing No. A-1, dated January 27, 1997.

E. The Subject Property shall be subdivided, and such subdivision will be approved, provided:

1. The Owner provides for common maintenance of the parking lot and retention areas of Lots A, B and C; and
2. The Owner provides a cross-access agreement for the site

## SECTION TWO: Contributions.

Upon the issuance of the building permit, Owner shall make the Water Construction Fund and Fair Share Road Exaction Fee contributions, which are payable to the Village, in accordance with the schedule attached hereto as Exhibit B.

## SECTION THREE: Storm Water Retention/Retention and Storm Sewers.

Storm Water run off emanating from the Subject Property shall be retained or detained in accordance with a storm water management system for the Subject Property to be constructed and installed by the Owner, as finally approved by the Village. Such system shall include all storm water management facilities, including both on-site and off-site storm sewers, if needed, in accordance with final engineering plans approved by the Village. The design criteria, construction and maintenance of the storm sewers shall be in accordance with all standards of the Village in force on the date of final plat approval for each phase, and also all standards of the Metropolitan Water Reclamation District of Greater Chicago in effect at the time of final plat approval, and shall be completed by the Owner at its expense. All storm water detention/retention facilities shall be maintained by the Owner.

## SECTION FOUR: Water Supply.

Owner shall be required to construct and install at its 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.

97525202

# UNOFFICIAL COPY

## 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.

## SECTION SIX: Easements.

The Owner agrees at the time of approval of this Development 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 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 SEVEN: Dedications.

To the extent not already dedicated or taken for road use, the Owner shall dedicate fifty (50') feet for 159th Street (extending north from the south Section line of Section 13) and fifty (50') feet for 80th Avenue (extending east from the west Section line of Section 13).

## SECTION EIGHT: Developmental Codes and Ordinances and General Matters.

The development of the Subject Property 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 hereof, or as are in existence during development of the Subject Property. 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 Orlando Park at such time. All amounts due the Village as set forth in Section Two shall be paid one-half (1/2) upon issuance of the first building permit and one-half (1/2) upon issuance of the second building permit, with all fees to be paid not later than the first anniversary date of this Agreement.

No occupancy permit shall be issued for any building prior to the completion and acceptance by the Village of the required public improvements.

## 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.

# UNOFFICIAL COPY

## 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, with access to and use of public utilities, streets, 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, 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 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  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462
2. David P. Maher  
Village Clerk  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462

97525232

# UNOFFICIAL COPY

3. E. Kenneth Friker  
Village Attorney  
Klein, Thorpe & Jenkins, Ltd.  
9533 West 143rd Street  
Orland Park, Illinois 60462

For the Owner:

1. 159-80 L.L.C.  
Attn: J. J. Javors  
133 East Ogden, Suite 202  
Hinsdale, Illinois 60521
2. Orville A. Larson  
Attorney at Law  
64 Orland Square Drive, Suite 314  
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:** Reimbursement of Village for Legal and Other Fees and Expenses.

**A. To Effective Date of Agreement.**

The Owner, concurrently with 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; and
- (2) all reasonable 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 hereinafter provided, 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

97525232

# UNOFFICIAL COPY

such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder

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.

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 the 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.

3. 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 proceeding, 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 FOURTEEN 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 of the Subject Property as indicated on the first page of this Agreement.

# UNOFFICIAL COPY

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 ownership 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 FIFTEEN: 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. If, however, during the term of this Agreement, Owner has sold the Subject Premises, Owner shall be released to the extent it has satisfied its obligations hereunder.

## SECTION SIXTEEN: 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 SEVENTEEN: 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 EIGHTEEN: Singular and Plural

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

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## SECTION NINETEEN: 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: Recording.

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

## SECTION TWENTY-ONE: Authorization to Execute.

The Managing Member of the Owner executing this Agreement warrant that he/she has 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-TWO: 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-THREE: 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-FOUR: 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.



# UNOFFICIAL COPY

## SECTION TWENTY-FIVE: 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 TWENTY-SIX: 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 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 TWENTY-SEVEN: 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 TWENTY-EIGHT: 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: [Signature]  
Village President

ATTEST:

By: [Signature]  
Village Clerk

OWNER:

159-80 L.L.C., an Illinois  
Limited Liability Company

By: [Signature]  
Managing Member

97528202



UNOFFICIAL COPY

Property of Cook County Clerk's Office



UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## WATER CONNECTION FEES (VARIABLE BY TAP SIZE)

1"	3/4" OR 1"	\$ 1,800	
1 1/2"	1" OR 1 1/2"	\$ 5,800	
2"	1 1/2" OR 2"	\$ 7,500	
3"	2" OR 3"	\$ 9,300	
4"	2" METER SET	\$ 9,360	
4"	3" METER SET	\$11,160	
4"	4" METER SET	\$18,600	
6"	METER SET ONE 1"	\$ 4,350	EACH ADD'L \$ 1,800
6"	ONE 1 1/2"	\$ 8,700	\$ 5,800
6"	ONE 2"	\$10,400	\$ 7,500
6"	ONE 3"	\$12,200	\$ 9,300
6"	ONE 4"	\$21,500	\$18,600
6"	ONE 6"	\$29,000	

SIZES OVER 6" ARE NEGOTIATED

## COMMERCIAL TRANSPORTATION EXACTION FEES

RETAIL	\$1.15/SQ. FT.
OFFICE	\$ .90/SQ. FT.
INDUSTRIAL	\$ .60/SQ. FT.

Exhibit B

97829232