

Prepared by Kathleen T. Henn
On Behalf of the Village of Orland Park
Klein, Thorpe and Jenkins, Ltd.
20 N. Wacker Dr., Suite 1660
Chicago, IL 60606



Doc#: 1522922078 **Fee:** \$68.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/17/2015 02:50 PM Pg: 1 of 16

For Recorder's Use Only

**DEVELOPMENT AGREEMENT
(BRIJA ESTATES - 11112 139TH STREET)**

INTRODUCTION

1. This Agreement entered into this 3rd day of August, 2015, by and between the VILLAGE OF ORLAND PARK, an Illinois Municipal Corporation (hereinafter referred to as the "Village"), NANCY EILEEN VRDOLYAK, Trustee of the Nancy Eileen Vrdolyak Trust dated March 15, 2011 and 139th STREET PROPERTY HOLDINGS, LLC, an Illinois limited liability company (hereinafter referred to as "Owners" or "Owner").

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

THE SOUTH 10 ACRES OF THE WEST ½ OF THE NORTHWEST ¼ OF SECTION 5,
TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY ILLINOIS, (EXCEPTING THAT PART FALLING IN WOLF ROAD
AND 139TH STREET)

PIN NO. 27-05-102-004-0000

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

3. The Subject Property is located at 11112 139th Street in the Village and consists of approximately 7.36 acres in the E-1 Estate Residential District.

4. The Subject Property is proposed to be resubdivided into 3 lots and subsequently developed by the Owner for 3 single family homes, pursuant to the Village's Land Development Code. Lot 1 will be a 2.52 acre lot and a single family home will be constructed on it. Lot 2 will

be a 3.47 acre lot and will contain the existing legal non-conforming farmstead, which has two (2) single family homes currently existing on it. Lot 3 will be a 1.38 acre lot and will contain the stormwater detention facility.

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 developed in the manner set forth in this Agreement.

2. The Owners have petitioned the Village for resubdivision of the Subject Property to permit construction of 1 single family home pursuant to Owners' plan for the site.

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 Owners requesting resubdivision 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 resubdivision and granting of permits 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) Adoption of such ordinances as are necessary to effectuate the terms and provisions of this Agreement including rezoning and resubdivision of the Subject Property, 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 Owners 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 he will execute all necessary directions and issue all necessary instructions and take all other action necessary to perform their obligations hereunder.

SECTION ONE: Subdivision, Plan Approval, Design and Operation Standards.

A. The Subject Property shall be developed substantially in accordance with the final plan entitled "Brija Estates Subdivision," prepared by Spaceco Inc., dated July 25, 2014, last revised August 7, 2014, Sheet C-ENG, subject to the following conditions:

1. Upon development of Lot 1, extend the 110th Avenue sidewalk parallel to Lot 1's property lines from the north property line south to 139th Street and then west to Bunratty Drive where a crosswalk connection to Bunratty subdivision is required.
2. Submit a landscape plan for the detention pond within 60 days of final engineering approval.
3. Demolish the old wood barn at the north east corner of proposed Lot 2 upon the initial grading of Lot 1.
4. Re-petition for subdivision review of Lot 2 when development is ready for the proposed subdivision.
5. Meet all final engineering and building code related items.

The Owners agree that the Subject Property shall be developed substantially in accordance with said Plan, attached hereto as EXHIBIT A, as approved and conditioned above, 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 and Landscape Plans to be submitted for review and approval.

B. A Plat of Subdivision of the Subject Property consistent with the Final Plan approved above shall be recorded with the Cook County Recorder.

SECTION TWO: Contributions.

Upon, and as a condition to, the issuance of a building permit for Lot 1 on the Subject Property, Owners shall make the following contributions, as required by Village ordinances and codes, which are payable to the Village on behalf of the following:

Per residential unit	<u>Single Family</u>
Orland Park Board of Library Trustees	\$ 125.00
School District Number 135	\$2,094.00*
High School District Number 230	\$ 967.00**
Fair Share Road Exaction Fee	\$1,500.00
Corporate Services	\$ 400.00
Park and Recreation Development Fund	\$ 2,099.00***

*This is an average. The actual contribution is \$1,643.00 for a 3-bedroom residence, \$2,546.00 for a 4-bedroom residence and \$1,860.00 for a 5-bedroom residence.

**This is an average. The actual contribution is \$654.00 for a 3-bedroom residence, \$1,280.00 for a 4-bedroom residence and \$1,067.00 for a 5-bedroom residence.

***This is an average. The actual contribution is \$1,826.00 for a 3-bedroom residence, \$2,371.00 for a 4-bedroom residence and \$2,375.00 for a 5-bedroom residence.

The Village shall solely determine how said sums so paid shall be allocated and disbursed.

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

Storm water runoff emanating from the Subject Property shall be retained or detained in a detention pond on Lot 3 of the Subject Property in accordance with a storm water management system for the Subject Property to be constructed and installed by the Owners, 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 the issuance of the building permit and also all standards of the Metropolitan Water Reclamation District of Greater Chicago in effect at the time of the issuance of the building permit and shall be completed by the Owners at its expense. The stormwater management system shall be maintained by the Owner until final acceptance by the Village

SECTION FOUR: Water Supply.

Owners 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. The Owners shall maintain the on-site water mains and appurtenances until final acceptance by the Village. The Owners shall pay to the Village the required water connection charge(s) based upon the size of the connection(s) in accordance with Village ordinances, except that Owners shall be provided a credit of \$1,800 for the water connection charge for Lot 1 and a credit of \$1,800 for the water connection charge for the next lot permitted for construction. In addition, future development of Lot 2 will require the completion of the water main on 139th Street.

SECTION FIVE: Sanitary Sewers.

Owners shall be required to construct and install at its expense all necessary sanitary sewers to service Lot 1 of the Subject Property in accordance with the Land Development Code of the Village and final engineering plans approved by the Village. The Owners shall maintain the sanitary sewer mains and appurtenances until final acceptance by the Village. Sanitary sewers for Lot 2 will be addressed when Lot 2 is resubdivided and a separate development agreement is entered into between the parties. In addition, future development of Lot 2 will require the completion of the necessary sanitary connections from Wolf Road along 139th Street.

SECTION SIX: Streets, Sidewalks and Street Lights

The Owners shall construct and install all streets, sidewalks, walking paths, ramps and street lights as shown in EXHIBIT A (and as modified in accordance herewith) and in accordance with the Village Land Development Code and approved engineering. All sidewalks shown on the final plan (EXHIBIT A) that do not already exist shall be constructed by Owner to the applicable Village standards. The sidewalk adjacent to Lot 1 shall be constructed upon the development of Lot 1. The sidewalk along Wolf Road and the remainder of 139th Street shall be constructed upon the redevelopment of Lot 2.

The Owners shall improve the rural portion of 139th Street in accordance with the Land Development Code and approved engineering. Construction of the 139th Street improvements shall be completed upon the redevelopment of Lot 2.

SECTION SEVEN: Easements.

Owners agree 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 Owners 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 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 Orland Park at such time.

No occupancy permit shall be issued for any residence prior to the completion and acceptance by the Village of the required public improvements. All required public improvements shall be completed within one (1) year from the date hereof and the Owners shall deliver to the Village an irrevocable letter of credit (the form of security Owners have elected to provide) in a form satisfactory to and from a bank or financial institution and in an amount as provided for in the Land Development Code of the Village, said Letter of Credit to include all costs related to required lighting, landscaping, roadway, sidewalk, sewer and water lines and storm water management facilities. The Village Engineer may, in his discretion, permit the amount of said letter of credit to be reduced, from time to time, as major public improvements are completed.

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 Owners' option.

SECTION TEN: Impact Requirements.

Owners agree 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. Owners further agree 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 ten (10) 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 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
14700 South Ravinia Avenue
Orland Park, Illinois 60462

2. John C. Mehalek
Village Clerk
14700 South Ravinia Avenue
Orland Park, Illinois 60462

3. E. Kenneth Friker
Village Attorney
Klein, Thorpe & Jenkins, Ltd.
15010 S. Ravinia Avenue, Suite 17
Orland Park, Illinois 60462

For the Owners:

1. Nancy Vrdolyak
11020 Dover Court
Orland Park, IL 60467

Copy to: Nicholas C. Zagotta,
Roberts, McGiveny & Zagotta, LLC
55 W. Monroe Street, Suite 1700
Chicago, Illinois 60603

David Sosin
Sosin & Arnold, Ltd.
9501 W. 144th Place, Suite 205
Orland Park, Illinois 60462-2563

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: Signs.

The location of any signs upon the Subject Property shall be in accordance with an approved Signage Plan and the Village's Sign Ordinance, and shall have reasonable setbacks from streets and highways as the interest of safety may require.

SECTION FOURTEEN: Reimbursement of Village for Legal and Other Fees and Expenses.

A. To Effective Date of Agreement.

The Owners 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, Owners 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.

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

Notwithstanding the immediately preceding paragraph, Owners 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 any party hereto, which relate to the terms of this Agreement, then, in that event, the Owners 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) Owners 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 or Owners 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 Owners 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 reasonable expenses of litigation, incurred by the Village in connection therewith.

In the event the Village institutes legal proceedings against Owners 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 Owners 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. Owners may, in their sole discretion, appeal any such judgment rendered in favor of the Village against Owners.

SECTION FIFTEEN: Warranties and Representations.

The Owners represent and warrant to the Village as follows:

1. The Owners are the legal title holders and the owners of record of the Subject Property as indicated on the first page of this Agreement.
2. The Owners propose to develop the Subject Property in the manner contemplated under this Agreement.
3. Other than Owners, no other entity or person has any interest in the Subject Property or its development as herein proposed.
4. Owners have provided the legal description of the Subject Property set forth in this Agreement and the attached Exhibits and said legal description is accurate and correct.
5. With respect to any real estate herein which will become property of the Village, Owners 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 Owners or any other party whatsoever. Owners similarly represent and warrant that to the best of their knowledge, there was no underground storage (or other) tank and not any presence, disposal, release or threatened release of hazardous substances or hazardous waste on, from or under the property prior to their acquisition of ownership or control of the property.

Owners similarly further represent and warrant 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 or control 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. Owners shall and do hereby agree to 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 of its assigns as a consequence, directly or indirectly, of any misrepresentation by Owners of the foregoing representations and warranties, whether discovered before or after the conveyance of any of the Subject Property to the Village.

SECTION SIXTEEN: 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, Owners shall at all times during the term of this Agreement remain liable to Village for the faithful performance of all obligations imposed upon them by this Agreement until such obligations have been fully performed or until Village, at its sole option, has otherwise released them from any or all of such obligations.

SECTION SEVENTEEN: 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 EIGHTEEN: 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 NINETEEN: Singular and Plural.

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

SECTION TWENTY: 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-ONE: Recording.

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

SECTION TWENTY-TWO: Authorization to Execute.

The officers of Owners executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on their behalf. 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. Owners 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-THREE: 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-FOUR: 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-FIVE: 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, or such additional time as is reasonably required to cure the default so long as the cure of default is commenced within said thirty (30) days, and efforts to effect such cure of default are diligently prosecuted to completion.

SECTION TWENTY-SIX: 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-SEVEN: 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-EIGHT: 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-NINE: 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.

ATTEST:
By: [Signature]
Village Clerk

VILLAGE OF ORLAND PARK, an
Illinois Municipal Corporation
By: [Signature]
Village President

OWNER:
NANCY EILEEN VRDOLYAK, TRUSTEE of
NANCY EILEEN VRDOLYAK TRUST DATED
MARCH 15, 2011
By: [Signature]
Its: Trustee

ATTEST:
By: _____
Its: _____

OWNER: **PROPERTY**
139TH STREET/HOLDINGS, LLC,
An Illinois limited liability company
By: [Signature]
Its: Management

ATTEST:
By: _____
Its: _____

By: [Signature]
Its: [Signature]

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Peter J Vrdolyak #1 and _____, personally known to me to be the Manager of NEV Management LLC which is and the Manager, respectively, of 139TH STREET PROPERTY HOLDINGS, LLC, an Illinois limited liability company, personally known to me to be the same persons whose name are subscribed to the foregoing instrument as such Manager and _____, appeared before me this day in person and acknowledged that he they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 21st day of July, 2015.

Gina M Clark
Notary Public

My commission expires 2-6-18



STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

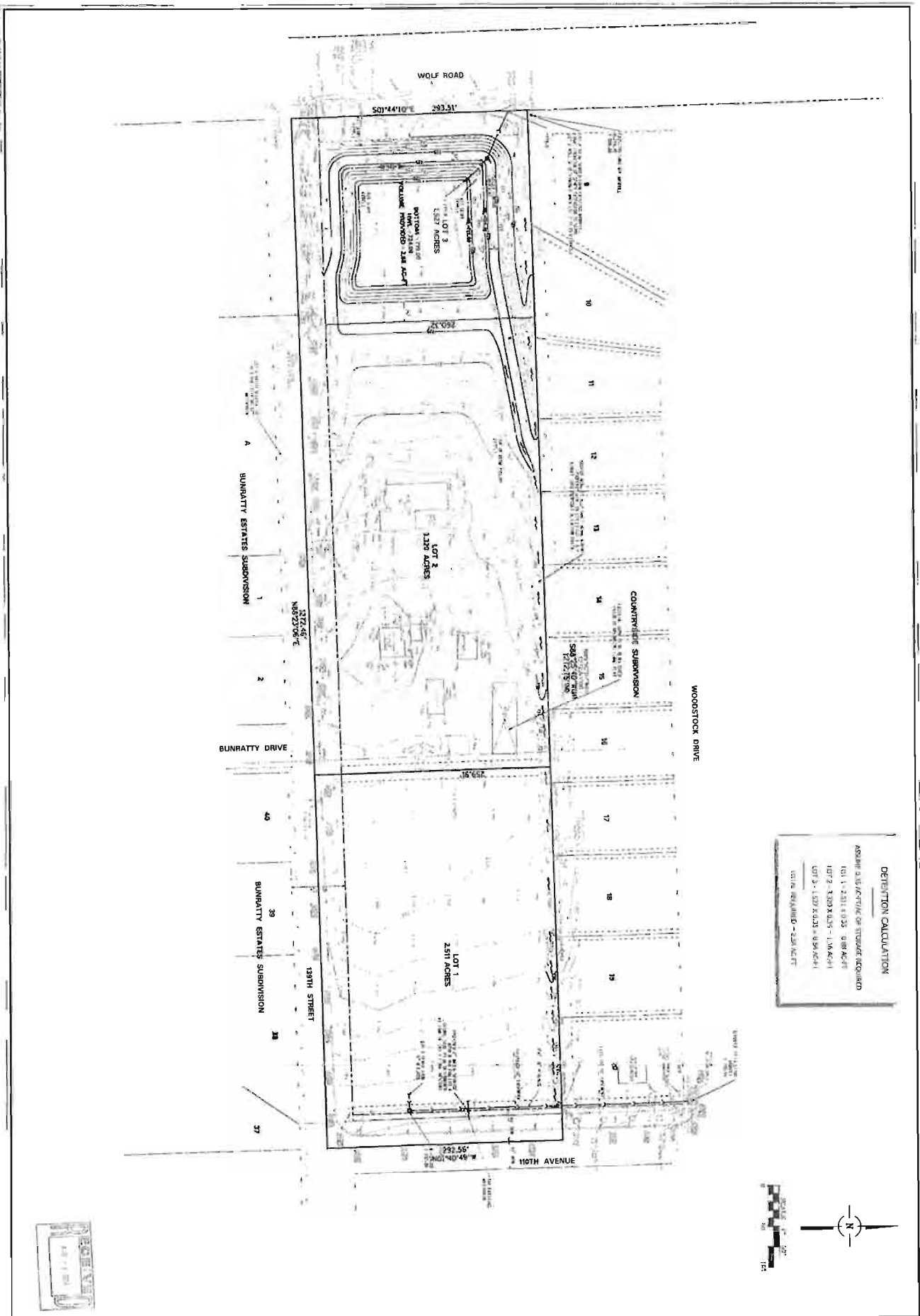
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named NANCY EILEEN VRDOLYAK, TRUSTEE of NANCY EILEEN VRDOLYAK TRUST DATED MARCH 15, 2011, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act for the uses and purposes therein set forth.



GIVEN under my hand and official seal, this 21ST day of July, 2015.

Gina M Clark
Notary Public

My commission expires 2-6-18





		CONCEPT ENGINEERING PLAN BRIJA ESTATES SUBDIVISION ORLAND PARK, ILLINOIS	SHEET NO. _____ TOTAL SHEETS _____ DATE _____	PROJECT NO. _____ CLIENT _____ ADDRESS _____
		C-ENG	S	PROJECT NO. _____ CLIENT _____ ADDRESS _____