

THIS DOCUMENT PREPARED BY:  
E. Kenneth Friker  
Klein, Thorpe and Jenkins, Ltd.  
15010 S. Ravinia Avenue – Suite 10  
Orland Park, Illinois 60462

For Recorder's Use Only

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**ANNEXATION AGREEMENT**  
**(MEGAN NICOLE RIDGE– 13201 S. 88<sup>TH</sup> AVENUE)**

INTRODUCTION.

1. This Agreement entered into this 21st day of September, 2020, by and among the VILLAGE OF ORLAND PARK, an Illinois Municipal Corporation (hereinafter referred to as the "Village"), and DL3 SONS PROPERTY, INC., an Illinois corporation (hereinafter collectively referred to as "Owner").

2. The Subject Property of this Agreement is hereinafter referred to as the "Subject Property" is legally described as follows:

LOT 9 (EXCEPT THE EAST 740 FEET THEREOF AND EXCEPT THE SOUTH 185 FEET OF THE WEST 220 FEET OF THE EAST 960 FEET THEREOF) IN GROVER C. ELMORE AND COMPANY'S PALOS PARK ESTATES, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 5, 1950, AS DOCUMENT 14920281, IN COOK COUNTY, ILLINOIS (The "Subject Property").

Property Tax Identification Number for the Subject Property is: 23-35-300-040-0000;  
23-35-300-041-0000

3. The Subject Property consists of approximately 3.11 acres and is located at 13201 S. 88<sup>th</sup> Avenue in unincorporated Palos Township, Cook County, Illinois.

4. The Subject Property is to be developed by the Owner for nine (9) single-family residential lots and one (1) outlot for stormwater detention under the R-3 Residential District classification of the Land Development Code of the Village of Orland Park (the "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-3 Residential District provisions of the Code, with a two (2) variances to reduce the pond setback and landscape area and to increase the pond side slope.

2. Owner has petitioned the Village for annexation to the Village of the Subject Property and for amendments to the 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 Subject Property and zoning of the Subject Property to enable use of the property as herein provided.

4. The Village has caused the issuance of proper notice and the conduct of all hearings by all necessary governmental entities to effectuate such annexation, rezoning as herein provided, including all hearings as are necessary to effectuate the plan of development herein set forth.

5. 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 entire 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.

6. The Subject Property is neither within a library district nor a soil conservation district. The Village does not provide fire protection services to the Subject Property. Accordingly, no notice is or was required to be given to any such agencies or entities.

7. 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.

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

9. The Village and the Owner wish to enter into a binding agreement with respect to annexation, zoning, plat approval, construction and maintenance of the Public Improvements (hereinafter defined), and other related matters, pursuant to the authority and provisions of the Illinois Municipal Code 65 ILCS Section 11-15.1-1 et seq. and Section 7-1 et seq. and in accordance with all other applicable statutes of the State of Illinois and the terms and conditions contained in this Agreement.

10. Applications, consistent with the terms and conditions of this Agreement, for zoning approvals, were filed with the Village Clerk of the Village, forwarded to the Corporate Authorities and referred to the Planning and Zoning Commission of the Village (the "Plan Commission").

11. The Corporate Authorities of Village, after due and careful consideration have concluded that the annexation of the Subject Property to the Village on the terms and conditions herein set forth would provide the storm water drainage and detention facilities to improve the storm water conditions affecting the Subject Property and other properties surrounding the Subject Property, improve the control of vehicular traffic on adjacent public streets and roads within the Village, enable the Village to control the development of the area, and otherwise promote the proper growth and general welfare while serving the best interests of the Village.

12. The Development Services Department of the Village reviewed the materials submitted by Owner with its application and found that the application and collateral submissions were complete in all respects as required by the Village ordinances and procedures.

13. The Plan Commission and the Corporate Authorities have determined that the proposed development of the Subject Property, substantially in accordance with the Village Comprehensive Plan complies in all material respects to the Code and together with materials supplied to the Village and this Agreement constitute an acceptable Development Land Use Plan.

14. The Corporate Authorities have received and considered the report and recommendations of the Plan Commission and the Village staff.

15. It is the desire of the Village and the Owner that the future development of the Subject Property proceeds as soon as practicable.

16. The Village, on its behalf, and the Owner, on its behalf, have hereby agreed to perform its obligations as provided in this Agreement in reliance on the provisions, representations, warranties, indemnifications and covenants made one to the other as provided in this Agreement.

17. Pursuant to due notice and advertisement in the manner provided by law the Plan Commission has held such public hearing(s) as are prescribed by law and after due consideration and public participation has made findings of fact, determinations and recommendations with respect to Owner's application and such other provisions of this Agreement and matters as were within its purview.

18. The Corporate Authorities of the Village after due deliberation have, by ordinance, duly passed and approved the entering into this Agreement and have directed the President and Clerk of the Village to execute this Agreement.

#### SECTION ONE: ANNEXATION.

The Owner has filed an adequate, accurate and complete petition for annexation to the Village of the Subject Property legally described above pursuant to and in compliance with applicable statutes 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 ordinance, cause approval and execution of this Agreement and after adoption and execution of this Agreement shall cause the Subject Property to be annexed to the Village. Also the Village, upon annexation of the Subject Property, shall thereafter adopt all ordinances respecting the zoning and use of the entire 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 described above to be classified as R-3 Residential District of the Code, as more fully set forth in the ordinance rezoning said property with variances to reduce the pond setback and landscape area from 25 feet to as little as 15 feet and to increase the side slope of the pond from 4:1 to 3:1.

Owner agrees that permission for the construction of those public improvements, which require approval from the Metropolitan Water Reclamation District of Greater Chicago or any other governmental agency, must be obtained. Owner agrees to maintain and keep in good repair the public improvements that are to be constructed until accepted by the Village.

The parties hereto agree to cooperate in obtaining, expediting and submitting such necessary documents as may be required for the approval thereto from the Metropolitan Water Reclamation District of Greater Chicago, or any other governmental agency. Owner agrees to construct any improvements required by the aforesaid permit at Owner's sole expense.

B. The Subject Property shall be developed substantially in accordance with the preliminary plan appended hereto and incorporated herein as EXHIBIT B entitled "PRELIMINARY SITE PLAN FOR MEGAN NICOLE RIDGE SUBDIVISION" prepared by LANDMARK ENGINEERING, LLC, Sheet No. PS P1, dated July 8, 2019, revised May, 20, 2020, subject to the following:

1. Meet all final engineering and building code related items, including required permits from outside agencies;
2. Submit to the Village Development Services Department a sign permit application for separate review. Signs are subject to additional review and approval via the sign permitting process and additional restrictions may apply;
3. All proposed single family homes shall conform to all Village Codes and Ordinances, including the bulk requirements of the R-3 Residential Zoning District per Section 6-204 of the Code and the Building Code;
4. The storm water detention pond shall be privately perpetually owned and maintained by the Owner and, subsequently, an established Home Owners Association (see SECTIONS FIVE, SIX E and SEVENTEEN hereof); and
5. A Special Service Area shall be established to assure the privately owned detention pond and related storm water management facilities will be maintained to Village standards in the future (see SECTION SEVENTEEN hereof).

C. The Subject Property shall be subdivided as shown on the Preliminary Plat of Subdivision, appended hereto and incorporated herein as EXHIBIT C, entitled "Megan Nicole Ridge" prepared by Landmark Engineering, LLC subject to the condition that the Owner submit a final Record Plat of Subdivision to the Village for approval and recording.

D. The Subject Property shall also be developed substantially in accordance with the preliminary landscape plan appended hereto and incorporated herein as EXHIBIT D entitled "MEGAN NICOLE RIDGE SUBDIVISION, LANDSCAPE PLAN" prepared by CLARENCE DAVIDS & COMPANY, PC, Sheet 1-5, dated April 11, 2019, and last revised May 26, 2020, subject to the following:

1. Owner must submit a final landscape plan meeting all Village Codes with all supporting documentation addressing all outstanding landscape items in conjunction with the final engineering submittal;
2. Pay to the Village FIFTY THOUSAND DOLLARS (\$50,000.00), the maximum cash-in-lieu amount required for tree mitigation for projects less than ten (10) acres in size in accordance with Section 6-305.F.3. of the Code. Payment shall be made prior to issuance of the first building permit.
3. Provide to the Village cash-in-lieu of park land exaction fee in accordance with the Code and as finalized at the time of execution of this Agreement.

E. The Subject Property shall be granted variances to reduce the pond setback and landscape area from the required 25 foot minimum to as little as 15 feet and to increase the side slope of the pond from 4:1 to 3:1.

F. Existing septic systems, if any, contained on the Subject Property shall be removed and any wells on the same shall be capped in accordance with the requirements of the Illinois Environmental Protection Agency and/or the Illinois Department of Transportation and the Cook County Department of Public Health.

G. Owner shall install or cause to be installed for the residential unit and at its own expense Roundway and Buffalo Box combinations. The Owner agrees to pay for the actual cost and inspection fee for the installation of a water meter of the type required by the Village, and appurtenances. All of the facilities herein described shall be located as determined by the Village.

SECTION THREE: CONTRIBUTIONS.

Upon the issuance of each building permit, Owner shall make the following contributions for each single-family detached unit as required by Village ordinance, which are payable to the Village on behalf of the following:

<u>Per residential unit</u>	<u>Single Family Detached</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***
Park and Recreation Cash in Lieu of Land	\$3,141.00****

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

\*\*\*\*This is an average of 3/4 bedroom units. The actual contribution is \$2,733.00 for a 3-bedroom unit, \$3,549.00 for a 4-bedroom unit and \$3,554.00 for a 5-bedroom unit.

Notwithstanding anything to the contrary herein-contained, any balance of the above contributions remaining unpaid for lots on which building permits have not been issued shall be due and payable upon the issuance of the last building permit for residential construction, or seven (7) years (which date may, upon proper application, be extended by the Village if the development has not been substantially completed) from the date hereof, whichever occurs first.

Said sums of money shall be a lien on the Subject Property until paid, and Owner acquiesces and agrees to the payment of said sums being a lien on the Subject Property subordinate to any acquisition loan or construction development loan of any developer of the Subject Property from the date hereof. In the event of a default in the payment of said sums, or any part thereof, the Village shall have the right to foreclose the lien aforesaid in the same manner as provided for with respect to a mortgage foreclosure. The issuance of a building permit shall serve to terminate and extinguish said lien rights of the Village as to that part of the Subject Property included in the permit issued by the Village. Nothing herein contained shall limit the right of Owner to prepay the permit amount set forth above for the release of lien with respect to any lot or lots. Upon request after the Owner has paid the per permit amount set forth above for any particular lot, the Village will issue a letter indicating such payment has been made and the lien on the lot in question is waived.

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

Sums of money required to be paid hereunder shall be obligations of the Owner and successors in title, and no conveyance of the Subject Property shall relieve Owner or any subsequent owner of said obligation. In the event of a default in payment, in addition to the remedy of foreclosure of the lien aforementioned, Village shall have all other rights and remedies against Owner or any subsequent owner for the collection of monies.

#### SECTION FOUR: WATER SUPPLY.

The Village agrees to permit connection of the existing water mains to the water facilities of the Village and to furnish water service on the same basis as said services are furnished to other parts of the Village. The connection, expansion and user fees relating to water installation and services to the nine (9) residential parcels shall be that charge generally applicable in the Village for similar installations and services at the time that the fee or charge is due. Owner shall be responsible for all maintenance of the installed water mains and appurtenances until formal acceptance thereof is provided by the Village.

SECTION FIVE: SANITARY AND STORM 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 Code and final engineering plans approved by the Village. The Village agrees to permit connection of the aforementioned sanitary sewers to the sanitary sewer facilities of the Village and to furnish sewer service on the same basis as said services are furnished to other parts of the Village. Owner agrees that no surface water is to be discharged into the sanitary sewerage collection system and will make adequate provision that this will not occur. The Owner shall be responsible for all maintenance of the installed sanitary sewer and appurtenances until formal acceptance thereof is provided by the Village.

Storm Water runoff emanating from the Subject Property shall be retained in accordance with a privately owned central retention/detention 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 and retention facilities 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 for each phase, and shall be completed by the Owner at its expense. See SECTIONS SIX E and SEVENTEEN regarding future ownership and maintenance of the detention pond.

The required storm water retention facilities for the development must be completed before any occupancy permits shall be issued.

All public improvements, which shall be completed within 2 years after approval of the Plat of Subdivision, or upon completion of seven (7) of the nine (9) homes to be constructed, whichever date is later, shall be inspected by the Village upon completion and if they are found to be in compliance with the requirements of the Code and in accordance with the final engineering plans they shall thereupon, without unreasonable delay, be accepted by the Village.

SECTION SIX: CONSTRUCTION OF STREETS; SIDEWALKS; STREET LIGHTS; MISCELLANEOUS.

A. Streets.

Owner shall construct all public streets in accordance with the terms of this Agreement, the Code and final engineering plans approved by the Village. The Owner shall provide access to the site. Owner shall be responsible for keeping all adjacent 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. Final pavement and acceptance by the Village will not be allowed until completion of at least seven (7) of the nine (9) homes to be constructed.



Also, Owner shall be required to keep all public streets located on the Subject Property as well as adjoining streets free 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 Village in its sole judgment. For each day that the streets are not cleaned as required hereunder during construction, 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.

**B. Sidewalks and Parkway Trees.**

Owner shall be required to construct sidewalks all in accordance with the terms of this Agreement, the Code and final engineering plans approved by the Village. Public sidewalks shall be designed and constructed to meet the Illinois Accessibility Code for maximum slope of grade. In addition, Owner shall construct a sidewalk and install parkway trees in accordance with the Code in front of a portion of the Subject Property (having a PIN of 23-35-300-042-0000) located to the east of proposed Lot 9 and immediately outside of the boundary of the Subject Property.

**C. Street Lights.**

Owner shall be required to install streetlights in accordance with the Code and final engineering plans approved by the Village.

**D. Miscellaneous.**

The privately owned detention pond (on proposed Outlot A) shall be perpetually owned and maintained by Owner or a Homeowners' Association to be formed by Owner. A Special Service Area shall be established, as provided in SECTION SEVENTEEN hereof, to assure future maintenance of the pond.

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. The installation of street trees shall remain the obligation of Owner and such obligation may not be assigned or transferred in any way to a successor in title. The street tree(s) for each residence shall be planted not later than the planting season next following the issuance of the Village occupancy permit for said residence.

In addition, Owner must ensure that there is at least 6 inches of topsoil over the entire development for landscaping and any portion of the Subject Property to be dedicated or conveyed to the Village must be free of construction debris above or below ground.

SECTION SEVEN: EASEMENTS.

The Owner agrees at the time of approval of the Annexation Agreement to grant to the Village, and/or obtain grants to the Village of, all necessary easements for the extension of sewer, water, street, or other utilities, including cable television, or for other improvements, which may serve not only the Subject Property, but other territories in the general area. Also, Owner shall grant a blanket easement to the Village to have access to and the right to maintain any storm water management facilities located on the Subject Property for storm water management purposes. The Village shall have the right, but not the duty, in its discretion to go in and perform such maintenance work if necessary and to charge the Owner or subsequent Owner for the costs of the same. See SECTION SEVENTEEN regarding the Special Service Area to be established for future maintenance of the pond.

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

SECTION EIGHT: DEVELOPMENTAL CODES AND ORDINANCES AND GENERAL MATTERS.

The development of the Subject Property annexed, and of each lot respectively encompassed by this Agreement shall be in accordance with the existing building, zoning, subdivision, storm water retention and other developmental codes and ordinances of the Village as they exist on the date each respective permit for development of each lot is issued. Planning and engineering designs and standards, and road construction and dedication of public improvements, shall be in accordance with the then existing ordinances of the Village or in accordance with the statutes and regulations of other governmental agencies having jurisdiction thereof if such standards are more stringent than those of the Village of Orland Park at such time. Notwithstanding the foregoing, the dollar amounts for the contributions set forth in SECTION 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 in the amounts 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 approval by the Village Engineer of the required public improvements. 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, including all required lighting, streets and street lights, sidewalks, landscaping, street trees, sewer and water lines and storm water management facilities. Also, an additional seven percent (7%) of the total cost of public improvement construction must be added to the required letter of credit for the Village to recover its costs for management and administrative time and expenses incurred by Village staff in processing and administering the construction and installation of the public improvements and

landscaping. 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.

Except as provided in SECTION FIFTEEN, all public improvements shall be constructed and installed within two (2) years from the date of approval of the Plat of Subdivision, except for final pavement which will not be allowed until completion of at least seven (7) of the nine (9) homes to be constructed; however, if the completion date falls after September 30th, the date shall be the following May 30th. Notwithstanding any other provision of this Agreement, no construction of public improvements shall commence until the plans and specifications for the public improvements have been approved, the agreement for construction of the public improvements as herein provided has been executed, the minimum security has been provided, the requirements of Ordinance No. 2084 have been met, and until documentation, including a copy of the Permit if applicable, or evidence is received by the Village that Owner is not violating a wetland regulation or a regulation relating to waters of the United States and the Owner has shown the Village a permit for building a roadway on a floodplain. Further, no earthwork shall be done in any area tentatively identified as wetlands until an appropriate permit or permission has been obtained and such permit or permission is shown to the Village. The Plat(s) of Subdivision shall contain such restrictive covenants, drainage covenants and easement provisions as are or were required by the President of the Board of Trustees as a condition to approval of the Plat(s) of Subdivision which may be approved in two or more phases.

Owner, at Owner's own cost, agrees to provide the Village "as built" engineering plans and specifications upon substantial completion of the public improvements or at the request of the Village Engineer but in no event later than the time required by Ordinance No. 2084.

It is agreed that all of the public improvements contemplated herein (excluding the detention pond) shall upon acceptance thereof by the Village, become the property of Village and be integrated with the municipal facilities now in existence or hereafter constructed and Village thereafter agrees to maintain said public improvements. Acceptance of said public improvements shall be by resolution of the President and Board of Trustees only after the Village Engineer or Village Engineer Consultant has issued his Certificate of Inspection affirming that the improvements have been constructed in accordance with approved Engineering Plans and Specifications. Owner agrees to convey by appropriate instrument and Village agrees to promptly accept, subject to terms hereof, the public improvements constructed in accordance with the approved Engineering Plans and Specifications.

#### 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 but not conflicting with any Village or Commonwealth Edison utilities.

#### 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, police 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 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.

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. Keith Pekau  
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 10  
Orland Park, Illinois 60462

For the Owner:

DL3 Sons Property, Inc.  
P.O. Box 302  
Midlothian, Illinois 60445  
Attn: Dwayne Starostka, President

Any Party hereto shall have the right at any time, and from time to time, to notify each of the other Parties hereto, of a change of address and/or designee for the purpose of receiving any notices hereunder.

SECTION THIRTEEN: MODEL UNITS.

At any time after the Owner posts the required security for public improvements and as approved by the Village Engineer and Development Services Department, Owner, or its Village approved assignee, shall have the right to construct residential model units, sales offices and other appurtenant facilities, with the number of models to be as approved by the Village, and upon acceptance by the Village of a plan encompassing that portion of the property upon which same are proposed to be constructed. Any model unit must be served by an approved roadway and plumbing facilities in accordance with Village Ordinances.

SECTION FOURTEEN: SIGNS.

All temporary and permanent signage shall be subject to the requirements of Section 6-307 of the Code. The Plat of Subdivision to be recorded shall designate and identify a sign easement to be located on one of the residential lots.

SECTION FIFTEEN: PROVISIONAL OCCUPANCY PERMITS.

The Village, in accordance with the requirements of Title 5, Chapter 1, of the Orland Park Village Code, will grant provisional permits for individual residences between November 1st and May 15 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 that the stone base has been installed.
- (b) Final grading.
- (c) Painting of the exterior.
- (d) Installation of the gutters and downspouts.
- (e) Sidewalks.
- (f) Landscaping.

As a condition of the issuance of any such provisional occupancy permit, the Owner shall 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.

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 has been made to the Village in accordance with the Code. The letter of credit shall specifically include an amount to cover the cost of street trees and sidewalks as required by the 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 fourteen (14) of the homes to be built on the Subject Property have been substantially completed, unless an extension is agreed to by the Village. In addition, the Village, after providing Owner with 10 days advance written notice, shall have the right to draw upon the letter of credit provided for in this agreement to relocate or remove any dirt stock pile which results from the development

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

SECTION SEVENTEEN: SPECIAL SERVICE AREA – DETENTION POND.

With Owner's cooperation, the Village will create a "fall back" or "dormant" Special Service Area pursuant to the Special Service Area Tax Law (35 ILCS 200/27-5, et seq.) to cover the Subject Property for the future maintenance, repair and replacement of the detention pond and the related storm water management facilities, if said maintenance, repair and replacement are not done by the Owner or the Home Owners Association. Owner will waive any statutory objections to the formation of said Special Service Area and will consent to the proposed future tax levy required for such maintenance, repair and replacement. Owner will provide, by recorded covenants or conditions or other appropriate recordable documents, for all necessary cross access and, shared maintenance among future lot or property owners for the storm water management facilities.

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 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;
- (2) all attorneys' fees incurred by the Village; and
- (3) miscellaneous Village expenses, such as legal publication costs, recording fees and copying expenses.

B. From and After Effective Date of Agreement.

Except as provided in the paragraph immediately following this paragraph, upon demand by Village made by and through its President, Owner from time to time shall promptly reimburse Village, for all enumerated reasonable expenses and costs incurred by Village in the administration of the Agreement, including and limited to engineering fees, attorneys' fees and out of pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder, and the negotiation and preparation of letters of credit and escrow agreements to be entered into as security for the completion of land improvements.

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

Notwithstanding the immediately preceding paragraph, Owner shall in no event be required to reimburse Village or pay for any expenses or costs of Village as aforesaid more than once, whether such are reimbursed or paid through special assessment proceedings, through fees established by Village ordinances or otherwise.

In the event that any third party or parties institute any legal proceedings against the Owner and/or the Village, which relate to the terms of this Agreement, then, in that event, the Owner, on notice from Village shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:

1. Owner shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village.

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. The obligation of Owner to reimburse Village under the terms of this subparagraph 2 shall terminate if no such legal proceedings are brought within one (1) year from the date of the annexation of the Subject Property and, further, such obligation of reimbursement shall not apply if such legal proceedings are based upon alleged errors, omissions or unlawful conduct of Village and not the Owner.

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 all expenses of such legal proceedings incurred by Village, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred by the Village in connection therewith. Owner may, in its sole discretion, appeal any such judgment rendered in favor of the Village against Owner.

#### SECTION NINETEEN: WARRANTIES AND REPRESENTATIONS.

The Owner represents and warrants to the Village as follows:

1. That the Owner identified on page 1 hereof is the legal titleholder and the owner of record of the Subject Property.



2. That the Owner proposes to develop the Subject Property in the manner contemplated under this Agreement.

3. That other than the Owner, no other entity or person has any ownership interest in the Subject Property or its development as herein proposed.

4. That Owner has provided the legal description 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 and/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 them by this Agreement until such obligations have been fully performed or until Village, at its sole option, has otherwise released Owner from any or all of such obligations.

SECTION TWENTY-ONE: NO WAIVER OR RELINQUISHMENT OF RIGHT TO ENFORCE AGREEMENT.

Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

SECTION TWENTY-TWO: VILLAGE APPROVAL OR DIRECTION.

Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with this Agreement.

SECTION TWENTY-THREE: SINGULAR AND PLURAL.

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

SECTION TWENTY-FOUR: SECTION HEADINGS AND SUBHEADINGS.

All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

SECTION TWENTY-FIVE: RECORDING.

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

SECTION TWENTY-SIX: AUTHORIZATION TO EXECUTE.

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 parties.

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 three (3) or more counterparts, each of which taken together, shall constitute one and the same instrument.

SECTION TWENTY-NINE: CURING DEFAULT.

The parties to this Agreement reserve a right to cure any default hereunder within thirty (30) days from written notice of such default.

SECTION THIRTY: CONFLICT BETWEEN THE TEXT AND EXHIBITS.

In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of the Agreement shall control and govern.

SECTION THIRTY-ONE: SEVERABILITY.

If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the Village does not have the power to perform any such provision, such provision shall be deemed to be 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: DEFINITIONS.

1. 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.
2. Party. A signatory to this Agreement.
3. Code. Code is defined as set forth in Paragraph 4 of the Introduction.

SECTION THIRTY-THREE: BINDING EFFECT/TERM.

This Annexation Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of Owner, and upon any successor Corporate Authorities of the Village and successor municipalities for a period of seven (7) years from the date of execution hereof and shall constitute a covenant running with the land. It is agreed that, to the extent permitted by law, in the event the annexation of the Subject Property or this Agreement or zoning of any part of the Subject Property is challenged in any court proceeding which shall reasonably delay the development of the Subject Property, the period of time during which such litigation is pending shall not be included in calculating the said seven (7) year term. It is expressly understood and agreed that Owner may sell or convey all or any part of the Subject Property for the purposes of development, and upon each sale or conveyance, the purchaser shall be bound by and entitled to the benefits of this Agreement with respect to the part of the Subject Property sold or conveyed. When any such purchaser agrees to assume Owner's obligations hereunder, and where the Village is notified of such purchase and agreement, the Village hereby covenants and agrees that it shall consent to such assumption, and that it shall release Owner from its obligation hereunder with respect to that part of the Subject Property so purchased. Owner, however, may only be released where (i) provision has been made providing that all public improvements of the parcel sold will be installed and guaranteed which are reasonably required by this Agreement, the Code or Village ordinances for the efficient and healthful development of the parcel being separately developed, (ii) the Owner's interest in remaining parcels or some other guarantee of performance is present to assure the Village that any obligations assumed in this Agreement and not yet satisfactorily completed or performed by the Owner arising out of any portion of the Subject Property being annexed herein will be completed; (iii) the specific facts and terms of assignment are made known to the Village and the Village approves such assignment by corporate resolution; and (iv) the Village shall not unreasonably exercise its right of release herein and shall consider only those factors set forth in this Paragraph.

The Village and Owner agree that to the extent permitted by law, the time for performance of any obligation herein contained may be extended by the mutual agreement of the parties without the necessity of amending this Annexation Agreement. The Village and Owner shall be excused from any obligations under this Agreement to the extent to which either is prohibited from fulfilling such obligation, or required to take an action inconsistent with a provision of this Agreement because of a lawful order or other action by a superior governmental authority. The Village and Owner shall give notice to the other if either receives notice or has knowledge of the taking or proposed taking of such action by a superior governmental authority.

Upon the request of the other party, either party may agree to contest such order or other action by judicial or other proceedings, provided the other party equitably participated in the reasonable expenses of such interest.

SECTION THIRTY-FOUR: INCORPORATION OF RECITALS.

The Introduction and Recitals are hereby incorporated into this Agreement.

SECTION THIRTY-FIVE: MUTUAL ASSISTANCE.

The Parties hereto shall do all things necessary and appropriate to carry out the terms, obligations, and provisions of this Agreement and the agreements provided for herein to aid and assist each other in carrying out the terms, obligations, and objectives of the Parties, including, without limitation, the holding of public hearings, the granting of variances, the approval of site plans, plats, building permits, the enactment of further Village resolutions and ordinances, the recordation of said documents and all other acts that may be appropriate and necessary, to achieve the objectives of the Parties except as otherwise prohibited in this Agreement.

The Parties shall promptly and fully cooperate with each other in seeking from any and all appropriate governmental bodies, approvals and permits for, including but not limited to, the construction of sanitary and storm water sewer lines, water lines, private or public ingress and egress drives, bridges, retaining walls, turn lanes, acceleration and deceleration lanes, traffic signals, and all other necessary or required easements and permits, including, without limitation, promptly executing permit applications for the Illinois Environmental Protection Agency, Illinois Department of Transportation, the Army Corps of Engineers, Cook County, State of Illinois and any agency or department of the United States of America federal government.

SECTION THIRTY-SIX: MISCELLANEOUS.

Any and all representations, warranties, indemnifications, covenants, undertakings, and agreements contained herein shall survive the annexation of the Subject Property and shall not be merged or extinguished by the annexation of the Subject Property or any part thereof to the Village.

The Parties hereto agree that this Agreement and/or any Exhibits attached hereto may be amended only by mutual consent of the Parties, by adoption of an ordinance or resolution of the Village approving said amendment, as provided by law, and the execution of said amendment by all of the Parties or their successors in interest.

Except as otherwise expressly provided herein, this Agreement and the attached Exhibits A and B supersede all prior agreements, negotiations and exhibits and is a full integration of the entire agreement between the Parties.

The Parties acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the Village are entering into this Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacities.

This Agreement shall be enforceable by any of the Parties hereto by any appropriate action at law or in equity.

Time is of the essence in the performance of the obligations of the Parties to this Agreement.

The provisions of this Agreement shall supersede all present and future Village ordinances, codes and regulations and any other alleged agreements and contracts that are in conflict herewith as they may apply to the Subject Property or the Owner.

SECTION THIRTY-SEVEN: EXHIBITS.


This Agreement includes the following Exhibits each of which are incorporated herein by this reference:

- Exhibit A - PLAT OF ANNEXATION OF SUBJECT PROPERTY
- Exhibit B - PRELIMINARY SITE PLAN
- Exhibit C - PRELIMINARY PLAT OF SUBDIVISION
- Exhibit D - PRELIMINARY LANDSCAPE PLAN

SECTION THIRTY-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:   
Village President

ATTEST:

By:   
Village Clerk

DL3 SONS PROPERTY, INC.  
an Illinois corporation

By:   
Its President

Attest:

By: \_\_\_\_\_  
Its Secretary



