

Recd. 4/4/89

BAA:HKF:AGREE:PALIATKA.BAA
5th Draft
1/26/89

SUBDIVISION AGREEMENT

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THIS AGREEMENT, made and entered into this _____ day of November, 1988 by and between the VILLAGE OF ORLAND PARK, a Municipal Corporation of the State of Illinois, hereinafter referred to as "Village" and the HARRIS BANK OF HINSDALE, hereinafter referred to as "Owner of Record" as Trustee under Trust Agreement dated 2/14/88 and known as Trust No. L1833, hereinafter referred to as "Owner".

W I T N E S S E T H:

WHEREAS, Village is a Municipal Corporation of the State of Illinois and has in full force and effect various ordinances and amendments thereto relating to the development of real estate including but not limited to An Ordinance Adopting Comprehensive Plan of Public Improvements, being Ordinance No. 145, as amended; and

WHEREAS, Owner of Record constitutes all of the persons and corporations having a legal interest in the real estate hereinafter described and in the development thereof; and

WHEREAS, said real estate hereinafter described is not contiguous territory to the corporate limits of the Village and is not included in any incorporated municipality; and

WHEREAS, Owner of Record desires to subdivide said real estate into seventeen (17) buildable residential lots and to secure water and sanitary sewer facilities from the Village;

and

WHEREAS, it is proposed that the real estate described herein be developed in accordance with the preliminary plat of subdivision prepared by Total Concept dated June 13, 1988.

WHEREAS, Owner of Record acquiesce to said type of development for said real estate; and

WHEREAS, the corporate authorities of Village, after due and careful consideration, have concluded that the service of sewer and water facilities to Owner would further enhance and promote the best interests of the Village;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants of the parties hereto, it is agreed by and between the said parties as follows:

1. That the Preambles set forth above shall constitute a part of this agreement.

2. This agreement shall be applicable to and relate to the following described real estate, to-wit:

The North 12 Acres of that part of the West 1/2, Southwest 1/4 of Section 28, Township 37 North, Range 12 East of the Third Principal Meridian lying South of the center line of 125th Street (Powell Road) and lying West of the East 20 Acres of that part of said West 1/2, Southwest 1/4 of Section 28 lying South of the centerline of 125th Street (Powell Road), (excepting from said North 12 Acres, that part thereof bounded and described as follows: beginning at the point of intersection of the West line of the East 20 acres of that part of the West 1/2, Southwest 1/4 of said Section 28 lying south of the centerline of 125th Street (Powell Road) with the South line of said North 12 acres; thence North 200.0 feet along said West line of the East 20 acres; thence Southwesterly 232.45 feet to a point in said South line of the North 12 acres, which point is 120.0 feet West of the point of beginning; thence East 120.0 feet to the herein designated point of beginning); and also; the

North 470.0 feet of the West 20.0 feet of the East 20 acres of that part of the West 1/2, Southwest 1/4 of Section 28, Township 37 North, Range 12, East of the Third Principal Meridian lying South of the center line of 125th Street (Powell Road), all the foregoing being situated in the County of Cook and the State of Illinois.

3. Owner of Record will cause to be constructed and installed, at their own expense, in the above described real estate and development in accordance with plans and specifications prepared by Edmund Burke Engineering (which plans and specifications have been approved by the Village), all public improvements provided for in said plans and specifications, including streets, pavements, curbs, gutters, water mains connected to the Village source of water supply, sanitary sewers connected to the Village sanitary sewerage collection system, storm sewers, including back lot drainage and grading, and storm water retention and detention facilities. Also, the Owners of Record agree to record covenants running with the land requiring "turns outs" for each driveway for lots 1, 2, 3, 4, 5 and 6 and restricting road access to Lot 7 to 125th Street. Owner of Record shall also cause to be constructed street lights, street signs and sidewalks on said real estate. Such street lights, signs and sidewalks shall only be constructed upon a reasonable request of the Village.

4. It is understood that permission for the construction of those public improvements which require approval from the Metropolitan Sanitary District of Greater Chicago and the Environmental Protection Agency of the State

of Illinois, must be obtained, and the parties hereto agree to cooperate in obtaining, expediting and submitting of necessary documents for the approval thereof from the Metropolitan Sanitary District of Greater Chicago and the Environmental Protection Agency of the State of Illinois. Notwithstanding the foregoing, Owner of Record agrees to get the Consent of the United States Corps of Engineers prior to commencing construction of those public improvements. Owners of Record understand and agree that no surface water is to be discharged into the sanitary sewerage collection system and will make adequate provision that this will not occur, and will further comply with any other conditions and restrictions in the construction permit issued to Village and Owners of Record by the Metropolitan Sanitary District of Greater Chicago, the Environmental Protection Agency of the State of Illinois, the United States Corps of Engineers or any other governmental agency.

5. Subject to the conditions herein set forth, the Village agrees to permit connection of said water and sewerage collection public facilities to be constructed by Owner of Record to the water and sanitary sewer facilities of the Village, and agrees to furnish water and sanitary sewer services to the Owners' development on the same basis as said services are furnished to other parts of the Village of Orland Park provided, however, that the water charges and rates and sewer charges and rates for the use of and for the service supplied by the Village shall be as currently set

forth in Ordinance No. 1402 for real estate located outside the Corporate limits of the Village or such other charges and rates as shall be fixed by Ordinance from time to time hereafter.

6. The Village acknowledges and agrees that Owner of Record is "Future Users" of the water and sewer systems of the Village as provided by the terms of an Agreement dated March 13, 1978 by and between the Village and certain owners and developers comprising the 131st Street Joint Venture, an Unincorporated Association, and in accordance with the terms and conditions of the First Amendment thereto dated January 12, 1987, (hereinafter referred to as the "131st Street Joint Venture Agreement").

7. The Village states that it has completed the construction and installation of a water main to adequately serve the above described real estate and the proposed development thereof with a public water supply in accordance with the terms of the 131st Street Joint Venture Agreement as amended. A water main has been constructed by the Village of the sizes and on the route generally described as follows:

Extending along Wolf Road with a 24" water main from 153rd Street to approximately 143rd Street; a 20" water main from approximately 143rd Street to 131st Street, and a 20" water main along 131st Street from Wolf Road to connect to the existing water main at approximately 104th Avenue and 131st Street.

Further Village agrees to allow Owner to connect to the existing 8-inch water main located at the West Side of 104th Avenue at 125th Street and the 8-inch water

main located on the Northeast corner of Owner's property at 125th Street. All connections are delineated in Owner's plans of final engineering.

8. The Village acknowledges that the existing 8-inch sanitary sewer line located on the west side of 104th Avenue in an easement in the Woodland Shores Subdivision and all existing facilities of Village are adequate to serve the above-described real estate and proposed Subdivision with public sanitary sewer.

9. The fees, charges, contributions and rates set forth herein shall be applicable to the above-described real estate and Owner's proposed Subdivision and shall be paid to the Village in the following manner:

A. As "Future Users" pursuant to the terms of the 131st Street Joint Venture Agreement, Owners shall pay the Village for the right to connect into the water and sewer systems developed under said Agreement, the sum of FORTY-FIVE THOUSAND THREE HUNDRED FIFTEEN (\$45,315.00) DOLLARS. Said sum shall be paid as follows: \$22,657.50 at the time of execution of this Agreement and \$22,657.50 upon issuance of ~~the first~~ building permit.

B. Water connection charges established pursuant to Section II (A) of Ordinance No. 1308 of the Village at the rate of ONE THOUSAND FOUR HUNDRED FIFTY (\$1,450.000) DOLLARS per single family residence.

C. A sum sufficient to reimburse the Village for the present cost, and the cost from time to time

hereafter, of roundway and Buffalo box combinations and water meters with outside mounted dials and the cost of installing the water meter and outside mounted dial, said amount being currently ONE HUNDRED (\$100.00) DOLLARS per single family residence.

D. An Engineering Review and Inspection Fee shall be paid by Owners in accordance with the provisions of Village Ordinance No. 678.

E. The sum of SEVEN THOUSAND FIVE HUNDRED (\$7,500.00) DOLLARS to reimburse in part the Village for the cost of maintaining the Lake Lucille also referred to herein as the "retention/detention area" after the construction and completion thereof.

F. A School Contribution Fee, pursuant to the provisions of Ordinance No. 1021 in the amount of \$8,874.00.

G. A Financial Contribution in lieu of park and recreation land dedication shall be made by Owner pursuant to the provisions of Ordinance No. 1021 in the amount of \$27,795.00.

The sums payable pursuant to subparagraphs (B), (C), (D), (E), (F) and (G) above shall be payable by Owner or any subsequent Owners of the subdivided lots of the above described real estate not later than the time an application for ^{the first} building permit for building construction is made to the County of Cook or any other governmental agency having authority to issue building permits. Owner and any

subsequent Owners of the subdivided lots of the above-described real estate shall not make application for said building permit(s) until the Village has issued its permit for a water and sewer connection. Village agrees to promptly issue said documents as shall be required such that building permits may be obtained by Owner or subsequent Owners of the subdivided lots of said real estate.

10. It is agreed that the public improvements consisting of underground water mains and lines, fire hydrants, valves and appurtenances thereto, and sanitary sewers and lines and appurtenances thereto shall, upon the acceptance thereof, become the property of Village and be integrated with the municipal facilities now in existence and that may be constructed hereafter, and Village agrees to maintain said public improvements thereafter. If required, Owners agree to convey by appropriate document at no expense to the Village said public improvements. Security for the construction of public improvements shall be given to the County of Cook, Illinois, in the form of a completion bond. In the event the County of Cook does not require such security, then security shall be furnished to Village in accordance with Ordinance 1265.

11. Owner agrees to convey to the Village, at no cost to Village, upon acceptance by Village of the public improvements set forth in Paragraph 10 of this Agreement, the site constituting the storm water retention/detention area as delineated in the Final Plats of Subdivision for Lake Lucille

(hereinafter sometimes referred to as Lot 18). Owners agree to complete the reconfiguration of Lake Lucille as set forth in the approved engineering plans. Village agrees to maintain said Lake after such completion. Owner agrees to furnish a title insurance policy in the amount of TEN THOUSAND (\$10,000.00) DOLLARS for said Lake, guaranteeing title in the Village. Owners agree to pay the real estate taxes on said site for the entire year in which the conveyance is made.

12. No provisions of this Agreement shall be construed to prohibit the Village from amending or enacting any ordinance; provided, however, that any such ordinance or amendment shall not relate to the real property described herein as the subject of this agreement if said agreement or ordinance would change or modify the terms of this Agreement.

13. Any notice hereunder may be directed to the parties at the following addresses: Village c/o Village Clerk, Village Hall, 14415 Beacon Avenue, Orland Park, Illinois 60462; Owner of Record, Harris Bank of Hinsdale, under Trust No. L1833, 50 South Lincoln Street, Hinsdale, Illinois 60522. Any and all notices required hereunder shall be served either personally or by Certified Mail, Return Receipt Requested.

14. This agreement shall be binding upon the Village and its successors, and upon Owners of Record, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this

