

REQUEST FOR BOARD ACTION

Approved
How RECESSIVE JUSTICE OK.
FOR OK RAY SAT

Agenda Section Number	IX	Originating Department	LEGAL
Item Number	C.	Approved	<i>Ray L. Dreger</i>

SUMMARY OF REQUESTED ACTION -- Approval of a Subdivision Agreement relating to the development known as Woodland Shores.

This matter was before you on the agenda of the Regular Meeting of January 5, 1987 and action was deferred pending resolution of the matter of maintenance of the storm water retention/detention areas.

The matter of how to resolve the maintenance costs of the storm water retention/detention areas was discussed by staff members and Andy and Denny estimated that the cost of maintenance of these areas in this development could be \$15,000 over a three to four year span, depending on weather conditions.

I presented this figure to Mr. Palmisano representing the developers, and he indicated that payment of this amount to the Village upon plat approval was acceptable.

I have revised the Subdivision Agreement to reflect the payment of this sum by adding Paragraph H on page 8. I also made some revisions to Paragraph 11.

A copy of the revised agreement is attached.

If the agreement is now satisfactory, the motion would be as follows:

Motion to approve a Subdivision Agreement dated January 5, 1987 with the First National Bank of Evergreen Park as Trustee Under Trust Agreement dated October 1, 1974 and known as Trust No. 3392 and Alfred E. Bleeker, Beneficiary of Trust No. 3392, subject however, to completion of the first amendment to the 131st Street Venture Agreement, approval of the 131st Street Venture, that Woodland Shores is a future user of the water and sewer system, and necessary approvals from the Palos Township Road Commissioner.

Engineering Approval	Finance Approval	Legal Approval	Approval	Manager's Approval
		<i>DWB</i>		

SUBDIVISION AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 1987, by and between the VILLAGE OF ORLAND PARK, a Municipal Corporation of the State of Illinois, hereinafter referred to as "Village" and the FIRST NATIONAL BANK OF EVERGREEN PARK AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1974 AND KNOWN AS TRUST NO. 3392 AND ALFRED E. BLEEKER, BENEFICIARY OF TRUST NO. 3392, hereinafter referred to as "Owners of Record" or "Owners".

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, Owners of Record constitute all of the persons and corporations having an interest in the real estate hereinafter described and in the development thereof; and

WHEREAS, said real estate hereinafter described is contiguous territory not more than one and one-half (1-1/2) miles beyond the corporate limits of the Village and is not included in any incorporated municipality and, therefore, any plat of subdivision of said property must be approved by the corporate authorities of the Village in conformance with the Illinois Municipal Code; and

WHEREAS, Owners of Record desire to subdivide said real estate into 126 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 (hereinafter referred to as "Woodland Shores"), approved by the Village on June 30, 1986, and in accordance with supporting plans of final engineering; and

WHEREAS, Owners 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 development of said real estate as proposed by Owners of Record complies with and is consistent with the applicable ordinance(s) of the Village including the Official Plan and 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 W1/2 of that part of the E1/2 SW1/4 lying South of the Centerline of Powell Road (125th Street) of Section 28, Township 37 North, Range 12, East of the 3rd P.M. and also:
The East 20 Acres of that part of the W1/2 SW1/4 Lying South of the Centerline of 125th Street (Powell Road) of Section 28, Township 37 North, Range 12, East of the 3rd P.M., (excepting from said East 20 Acres, the North 470.° Feet of the West 20.0 Feet thereof) & Also the W1/2 SW1/4 of Section 28 [Except that part thereof Lying North of the Centerline of 125th Street (Powell Road)] and [Except the East 20 Acres of that part of said W1/2 SW1/4 of Section 28 Lying South of the Centerline of 125th Street (Powell Road)] and [Except the North 12 Acres of that part of said W1/2 SW1/4 Lying South of the Centerline of 125th Street (Powell Road) & Lying West of the said East 20 Acres of that part of said W1/2 SW1/4 of Section 28 Lying South of the Centerline of 125th Street (Powell Road)] all in Township 37 North, Range 12, East of the 3rd P.M. in Cook County, Illinois, & also that part of the W1/2 SW1/4 of Section 28, Township 37 North, Range 12 East of the 3rd P.M., bounded & described as follows: Beginning at the point of Intersection of the West line of the East 20 Acres of that part of said W1/2 SW1/4 of Section 28, Lying South of the Centerline of 125th Street (Powell Road) with the South Line of the North 12 Acres of that part of said W1/2 SW1/4 of Section 28 Lying South of said Centerline of 125th Street & Lying West of said East 20 Acres; thence North 200.° 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' West of the point of beginning, thence East 120.0 Feet to the herein designated point of beginning; all in Cook County, Illinois.

3. Owners 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, sidewalks, 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, street lights and street signs and storm water retention and detention facilities.

4. It is understood that permission for the construction of those public improvements which require approval from the Metropolitan Sanitary District of Greater Chicago, the Environmental Protection Agency of the State of Illinois, or any other governmental agency, 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, the Environmental Protection Agency of the State of Illinois, or any other governmental agency. 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, 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 Owners 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 Owners of Record are "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 _____, (hereinafter referred to as the "131st Street Joint Venture Agreement"). The Village further certifies and acknowledges that Owners development constitutes a portion of the first 155 additional acres described in said 131st Street Joint Venture Agreement for which the water main to be installed is designed to furnish water and that Owners development constitutes a portion of the first 617 additional acres for which the existing sewer system is designed to accommodate and accept additional sewerage.

7. The Village agrees to complete 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 shall be 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.

Said water main shall be constructed and ready to serve the above described real estate as soon as reasonably possible.

Prior to the completion of said water main, the Village agrees to issue permits for water connection sufficient to service 35 lots of Owners proposed Subdivision as needed by Owners and agrees to allow Owners to connect to the existing 8-inch water main located at 104th Avenue and the 10-inch water main located near the southern boundary of Owners property as delineated in Owners plans of final engineering.

Owners of Record agree, at their sole expense, to construct, install and extend water mains from said water main extension to serve each Lot in the proposed Subdivision of the above described real estate. Such water mains and appurtenances shall be constructed in conformity with the Ordinances of the Village and such other regulations as may be applicable, in accordance with the plans and specifications as submitted and approved by the Village.

8. The Village acknowledges that the existing 10-inch sanitary sewer line located at 104th Avenue and the 8-inch sanitary sewer line located near the southeast corner of Owners proposed development at 127th Street and all existing facilities of Village are adequate to serve the above-described real estate and proposed Subdivision with public sanitary sewer.

Owners of Record, at their sole expense, agree to construct, install and extend sanitary sewer lines from the said sanitary sewer to each Lot in said proposed Subdivision of the above-described real estate. Such sanitary sewer lines and appurtenances thereto shall be constructed in accordance with the Ordinances of the Village and other applicable regulations, and the plans and specifications as submitted and approved by the Village.

9. The fees, charges, contributions and rates set forth herein shall be applicable to the above-described real estate and Owners 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 \$252,000.00. To facilitate payment of said sum and not to forego payment thereof, said charge shall be payable to the Village and the Joint Venture in accordance with the terms of an Escrow Agreement between Village and Owners with the First National Bank of Evergreen Park as Escrow Trustee, a copy of which is attached hereto and incorporated herein as Exhibit "A". If Alfred E. Bleeker shall not make the deposits in said escrow, said sum shall be nonetheless due to make connection and use of the Village water and sewer systems. Owners of Record or Owners agree that the final Plats of Subdivision of Woodland Shores I and II will be submitted for approval simultaneously and include all of the real estate.

B. Water connection charges established pursuant to Section 11(A) of Ordinance No. 1308 of the Village at the rate of \$1450.00 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 \$100.00 per single family residence.

D. A Plat of Subdivision Approval Fee of \$10.00 for each single family lot, or as shall be in effect from time to time hereafter.

E. An Engineering Review and Inspection Fee shall be paid by Owners in accordance with the provisions of Village Ordinance No. 678 in the amount of \$15,135.50.

F. A School Contribution Fee, pursuant to the provisions of Ordinance No. 1021 in the amount of \$26,190.00.

G. A Financial Contribution in lieu of park and recreation land dedication shall be made by Owners pursuant to the provisions of Ordinance No. 1021 in the amount of \$69,930.00.

H. The sum of \$15,000.00 to reimburse in part the Village for the cost of maintaining the storm water retention/detention area or areas after the construction and completion thereof.

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

The sums payable pursuant to subparagraphs (D) (E) (F) (G) and (H) shall be payable by Owners upon approval of the Final Plats of Subdivision for Woodland Shores Units I and II by order or resolution of the Board of Trustees

of the Village. Upon receipt of payment of said funds, the Village Clerk shall certify the approval by the Village upon said plats of subdivision.

The Village agrees to pay the funds received from Owners pursuant to subparagraph (F) in the amount of \$26,190.00 to Palos Community Consolidated School District 118.

The Village further agrees to pay the funds received from Owners pursuant to Subparagraph (G) in the amount of \$69,930.00 directly to Palos Community Consolidated School District 118 in consideration of School District 118's agreement to expand the outdoor recreational facilities at the Palos West School through dedication of 2.5 acres of vacant property contiguous to Palos West School for recreational purposes, as expressed in a letter of proposal dated June 17, 1986 attached hereto as Exhibit "B".

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. Owners agree 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 or sites constituting the storm water retention/detention areas as delineated in the Final Plats of Subdivision for Woodland Shores Units I and II. Owners agree to complete the construction of the storm water retention/detention areas as set forth in the approved engineering plans. Village agrees to maintain said sites after such completion. Owners agree to furnish a title insurance policy in the amount of \$10,000.00 for each site, guaranteeing title in the Village. Owners agree to pay the real estate taxes on said sites 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; Owners of Record, c/o James A. Palmisano, Esq., 180 North LaSalle Street, Suite 2400, Chicago, Illinois 60601. 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 Agreement to be executed as of the day and year first above written, and the Village by the execution hereof does hereby consent to this Subdivision Agreement.

VILLAGE OF ORLAND PARK, A Municipal Corporation

By: _____
Village President

ATTEST:

Village Clerk

FIRST NATIONAL BANK OF EVERGREEN PARK
AS TRUSTEE UNDER TRUST AGREEMENT dated
October 1, 1974 and known as TRUST
NO. 3392

By: _____

ATTEST:

ALFRED E. BLEEKER, Beneficiary of
First National Bank of Evergreen Park
Trust No. 3392

ESCROW TRUST INSTRUCTIONS

Escrow Trust No. _____

Date _____

TO: FIRST NATIONAL BANK OF EVERGREEN PARK, ESCROW TRUSTEE

1. Owners Deposits With the Escrow Trustee

Alfred E. Bleeker, 3447 W. 95th Street, Evergreen Park, Illinois, on behalf of Owners will deposit the sum of \$252,000.00 by cashier's or certified check as follows:

- A. \$126,000.00 within thirty (30) days after deposit by Village of approved final Plats of Subdivision for Woodland Shores I and II approved by the Board of Trustees of the Village of Orland Park, Illinois.
- B. \$126,000.00 within thirty (30) days after Escrow Trustee is in possession of a Certificate of Completion from the Village Engineer of the Village of Orland Park, Illinois as provided by Section 2C of these instructions.

2. Village of Orland Park Deposits with the Escrow Trustee

Raymond W. Pieper, Village Attorney, Village of Orland Park, Illinois, 14415 S. Beacon Avenue, Orland Park, Illinois, on behalf of the Village of Orland Park, Illinois, will deposit the following documents:

- A. Approved final Plats of Subdivision for Woodland Shores I and II, approved by the Board of Trustees of the Village of Orland Park, Illinois.
- B. A letter from the Village Engineer of the Village of Orland Park authorizing the issuance by Village of permits for water and sewer connection for 35 lots of the Woodland Shores Subdivision as needed by Owners or any subsequent Owners of said lots.
- C. A Certificate of Completion of Construction from the Village Engineer of the Village of Orland Park certifying that water mains and lines from 143rd Street and Wolf Road to 131st Street and 104th Avenue have been completed in accordance with the terms of a Subdivision Agreement dated _____, between Owners and Village.

D. A letter from the Village Engineer of the Village of Orland Park authorizing the issuance by Village of permits for water and sewer connection for the remaining 91 lots of the Woodland Shores Subdivision as needed by Owners or any subsequent Owners of said lots.

3. Deposit Investments

You are hereby instructed to invest said deposit funds in Money Market funds or Certificates of Deposit, drawn on the First National Bank of Evergreen Park. Any interest that may accrue thereon shall be payable to Alfred E. Bleeker upon his sole direction.

Escrow Trustee shall not be held responsible for any loss of principal or interest which may be incurred as a result of making the investment or redeeming said investment for the purpose of this Escrow Trust.

4. Payment Instructions

When you are in possession of the sum of \$126,000.00 and the approved final Plats of Subdivision of Woodland Shores I and II, and the Letter of Authorization from the Village Engineer of the Village of Orland Park as provided by Section 2B of these instructions, you are directed to pay directly to the Village of Orland Park and the 131st Street Joint Venture, an unincorporated association, the following funds:

Village of Orland Park, Illinois c/o Village Clerk	\$18,900.00
131st Street Joint Venture c/o Frank McNamara P. O. Box 846 Hazel Crest, Illinois	\$44,100.00

Upon payment of said funds to Village and the 131st Street Joint Venture, you shall forward the Letter of Authorization to Alfred E. Bleeker, and the Final Plats of Subdivision.

When you are in receipt of the balance of the funds in the amount of \$189,000.00, you are directed to pay said funds as follows to the Village of Orland Park and the 131st Street Joint Venture provided, (1) you are in possession of the Certificate of Completion from the Village Engineer of the Village of Orland Park for the completed water main and lines, and (2) you are in receipt of a letter from said Village Engineer authorizing the issuance by Village of permits for water and sewer connection for the remaining 91 lots of the Woodland Shores Subdivision, as provided by Sections 2C and 2D of these instructions:

Village of Orland Park, Illinois c/o Village Clerk	\$ 56,700.00
131st Street Joint Venture c/o Frank McNamara P. O. Box 846 Hazel Crest, Illinois	\$132,300.00

Upon payment of said funds to Village and the 131st Street Joint Venture, you shall forward the Certificate of Completion and Letter of Authorization to Alfred E. Bleeker.

5. Reconveyance of Escrow Deposits

In the event all escrow trust deposits have not been received on or before January 5, 1988, you are hereby authorized and directed to continue to comply with the escrow trust instructions until you have received written demand from any party hereto for the return of the

escrow trust deposits made by said party. Upon receipt of such demand, you are directed to notify the party hereto who has failed to make deposits by certified mail at addresses herein shown that you have received such demand, and the party who failed to make his deposits shall have thirty (30) days after the date of your certified letter within which to make his deposit. If the deposits are not made within said thirty (30) day period, you are directed to comply with such demand and deliver remaining deposits to the respective depositor thereof.

6. Notice Instructions

Any notice hereunder may be directed to the parties at the following addresses: Village c/o Raymond W. Pieper, Village Attorney, Village of Orland Park, 14415 South Beacon Avenue, Orland Park, Illinois; Alfred E. Bleeker, c/o James A. Palmisano, Esq., 180 North LaSalle Street, Suite 2400, Chicago, Illinois 60601.

7. Billing Instructions

Your fees pursuant to this Escrow Trust shall be billed to Alfred E. Bleeker. Any fees for investment of the funds mentioned above are to be billed directly to Alfred E. Bleeker.

ALFRED E. BLEEKER

RAYMOND W. PIEPER, Village Attorney
for the Village of Orland Park, IL

ACCEPTED: FIRST NATIONAL BANK OF EVERGREEN PARK, ESCROW TRUSTEE

By: _____