

VILLAGE OF ORLAND PARK

14700 Ravinia Avenue
Orland Park, IL 60462
www.orland-park.il.us

Ordinance No: 4887

File Number: 2014-0075

ORDINANCE AUTHORIZING SECOND SUPPLEMENT TO AMENDED AND RESTATED
DEVELOPMENT AGREEMENT BETWEEN VILLAGE OF ORLAND PARK, MAIN
PLACE - ORLAND PARK ASSOCIATES, L.L.C. (MAIN PLACE AT ORLAND
PARK) - NORTHEAST CORNER OF 143RD STREET AND LA GRANGE ROAD)

VILLAGE OF ORLAND PARK

STATE OF ILLINOIS, COUNTIES OF COOK AND WILL

Published in pamphlet form this 4th day of March, 2014 by authority of the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois.

VILLAGE OF ORLAND PARK

Ordinance No: 4887

ORDINANCE AUTHORIZING SECOND SUPPLEMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN VILLAGE OF ORLAND PARK, MAIN PLACE - ORLAND PARK ASSOCIATES, L.L.C. (MAIN PLACE AT ORLAND PARK) - NORTHEAST CORNER OF 143RD STREET AND LA GRANGE ROAD)

WHEREAS, the Corporate Authorities of the Village of Orland Park, Cook and Will Counties, Illinois, did consider a Second Supplement to the Amended and Restated Development Agreement for the development of certain property within the corporate limits of the Village of Orland Park, said development known as "Orland Park Crossing", a true and correct copy of which is attached hereto and made a part hereof as EXHIBIT 1; and

WHEREAS, the Corporate Authorities of the Village of Orland Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Orland Park that said Supplement be entered into by the Village of Orland Park;

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, as follows:

SECTION 1

This President and Board of Trustees of the Village of Orland Park hereby find that it is in the best interests of the Village of Orland Park and its residents that the aforesaid "SECOND SUPPLEMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN VILLAGE OF ORLAND PARK, MAIN PLACE - ORLAND PARK ASSOCIATES, L.L.C. (MAIN PLACE AT ORLAND PARK) - NORTHEAST CORNER OF 143RD STREET AND LA GRANGE ROAD)" be entered into and executed by said Village of Orland Park with said Agreement to be substantially in the form attached hereto and made a part hereof as EXHIBIT 1.

SECTION 2

The President and Clerk of the Village of Orland Park, Cook and Will Counties, Illinois, are hereby authorized to execute for and on behalf of said Village of Orland Park the aforesaid Agreement; provided, however, that all of the other parties to said Agreement have properly signed and executed the same.

VILLAGE OF ORLAND PARK

Ordinance No: 4887

SECTION 3

This Ordinance shall take effect from and after its passage and approval in the manner provided by law.

PASSED this 3rd day of March, 2014

/s/ John C. Mehalek

John C. Mehalek, Village Clerk

Aye: 6 Trustee Fenton, Trustee Dodge, Trustee Schussler, Trustee Gira, Trustee Griffin Ruzich, and Trustee Calandriello
Nay: 0
Absent: 1 President McLaughlin

DEPOSITED in my office this 3rd day of March, 2014

/s/ John C. Mehalek

John C. Mehalek, Village Clerk

APPROVED this 3rd day of March, 2014

/s/ Daniel J. McLaughlin

Daniel J. McLaughlin, Village President

PUBLISHED this 4th day of March, 2014

/s/ John C. Mehalek

John C. Mehalek, Village Clerk

**SECOND SUPPLEMENT TO
AMENDED AND RESTATED DEVELOPMENT AGREEMENT
BETWEEN VILLAGE OF ORLAND PARK,
MAIN PLACE - ORLAND PARK ASSOCIATES, L.L.C.
(MAIN PLACE AT ORLAND PARK) -
NORTHEAST CORNER OF 143RD STREET AND LA GRANGE ROAD**

This Second Supplement to Amended and Restated Development Agreement for Main Place at Orland Park ("Second Supplement") is made this 3rd day of March, 2014, by and between the **VILLAGE OF ORLAND PARK**, an Illinois municipal corporation ("Village"), and **MAIN PLACE - ORLAND PARK ASSOCIATES III, L.L.C.**, a Delaware limited liability company ("Developer").

RECITALS

A. Village and Main Place – Orland Park Associates, L.L.C., a Delaware limited liability company ("Owner") did on December 22, 2004 enter into that certain agreement known as the Amended and Restated Development Agreement for Main Place at Orland Park (the "Original Agreement"), which Agreement was recorded in the Recorder's Office of Cook County, Illinois (the "Recorder") on January 26, 2005 as Document No. 0502639124, which was amended by that certain Supplement to Amended and Restated Development Agreement between Village of Orland Park, Main Place – Orland Park Associates, L.L.C. (Main Place at Orland Park) – Northeast Corner of 143rd Street and LaGrange Road (the "Supplement Agreement") between the Village and Developer which was recorded with the Recorder on March 24, 2011 as Document No. 1108334054 (the Original Agreement and the Supplement Agreement are hereinafter collectively called the "Agreement"). The Original Agreement contemplated that the property subject to the Original Agreement (the "Subject Property") would be developed in two or more phases and imposed certain requirements in connection with the development of both Phase 1 and Phase 2 (as such terms are defined in the Original Agreement). All capitalized terms used in this Second Supplement which are not defined in this Second Supplement shall have the meaning ascribed to such terms as set forth in the Agreement.

B. The Subject Property was subdivided into sixteen (16) lots pursuant to that certain plat of subdivision for Orland Park Crossing recorded in the Recorder's Office of Cook County, Illinois on September 15, 2005 as Document No. 0525845136 (the "Plat"), a copy of which is attached hereto as Exhibit A and made a part hereof. The lots designated in the Plat are hereinafter sometimes referred to collectively as the "Lots" and individually by number as a "Lot". Title to Lots 3, 8, 9, 12, 13, 14, 15 and 16 (the "Undeveloped Lots"), which comprise Phase 2, were transferred by Owner to Developer, an affiliated entity, on February 15, 2006, by a Deed recorded on February 23, 2006 as Document No. 0605427101 and pursuant to the Supplement Agreement, Developer succeeded to Owner's rights and obligations under the Agreement as to the Undeveloped Lots. Lots 3, 8 and 9 have been developed by Developer and are no longer considered Undeveloped Lots. Developer is in the process of entering into an agreement for the sale of Lot 8.

C. Other than Lots 12-16 of the Subject Property, which are the only remaining Undeveloped Lots, the Subject Property has been developed in accordance with the requirements, terms and limitations set forth in the Development Agreement.

D. Developer has entered into a Purchase Agreement ("Retail PSA") with a retail developer (the "Retail Developer") for the sale by Developer to the Retail Developer of Lots 9, 12 and the West 99.59 feet of Lot 14 (the "Retail Parcels") to be developed by the Retail Developer with a retail use.

E. Developer has also entered into a separate Purchase Agreement ("Residential PSA") with a residential developer (the "Residential Developer") for the sale by Developer to the Residential Developer of Lots 13, 15 and 16 and the remainder of Lot 14 (the "Residential Parcels") to be developed by the Residential Developer with a residential use.

NOW, THEREFORE, the parties hereto agree as follows:

1. In the event the closing of the sale by Developer to the Retail Developer of the Retail Parcels as contemplated by the Retail PSA or by Developer to the Residential Developer of the Residential Parcels as contemplated by the Residential PSA is consummated then the Village will enter into a separate Development Agreement, as the case may be, with (a) the Retail Developer with respect to the Retail Parcels that shall supersede the Agreement relative to the Retail Parcels and (b) the Residential Developer with respect to the Residential Parcels that shall supersede the Agreement relative to the Residential Parcels. If such closings of the sale of the Retail Parcels as contemplated by the Retail PSA and the Residential Parcels as contemplated by the Residential PSA are both consummated, then Developer shall have no further development obligations under the Agreement, except as may be required to comply with Paragraph 2, below; provided, however, Developer shall retain the rights granted to Developer under the Agreement which shall not be adversely affected or diminished by such separate Development Agreements, as such rights relate to the Subject Property other than the Undeveloped Lots and to Developer's rights under Section 5 of the Supplement Agreement. If either or both the sale of the Retail Parcels pursuant to the Retail PSA or the sale of the Residential Parcels pursuant to the Residential PSA fails to close, then the Agreement shall remain in full force and effect and be extended to December 31, 2019, and apply to the remaining Undeveloped Lots retained by Developer, except Section 3 of the Supplement Agreement shall be deleted and no longer remain in effect and Paragraph A of "SECTION TWO: Contributions." appearing on Pages 9 and 10 of the Original Agreement shall be deleted and no longer remain in effect. For the purposes of clarification, Section 2 of the Supplement Agreement shall satisfy the land or other park donation requirements of Paragraph B of "SECTION TWO: Contributions." appearing on Page 10 of the Original Agreement. In the event the sale of the Residential Parcels under the Residential PSA to the Residential Developer fails to close prior to the closing on the sale of the Retail Parcels under the Retail PSA, then the Agreement shall thereupon without further documentation be amended automatically so that the Residential Parcels shall be burdened by a covenant and restriction that the Residential Parcels shall contain adequate impervious area benefitting the Retail Parcels sufficient in the Village's determination to balance (in a capacity as determined by the Village) the lack of impervious area on the Retail Parcels (the "Green Space Covenant"). Upon Developer's sale of Lot 8, it is agreed by the Village that Lot 8 shall no longer be bound by the Agreement.

2. With Developer'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 Retail Parcels, the Residential Parcels for the future repair and maintenance of the private drives (access easements) within the Residential Parcels and Retail Parcels if said maintenance and repair are not done in accordance with Village Code. Developer hereby grants to the Village a perpetual non-exclusive access easement over the private access drive (the "Lot 8 Driveway") located within Lot 8 described on the Plat for ingress and egress for Village maintenance vehicles over the Lot 8 Driveway between 141st Street and 142nd Street, if the Village elects to repair or maintain the Residential Parcels or Retail Parcels as aforesaid pursuant to such Special Service Area. Nothing contained herein shall constitute the Lot 8 Driveway as part of any Special Service Area.

3. Developer represents and warrants to the Village that (i) Developer is the sole owner of fee title to the Lot 8 Driveway, (ii) Developer is authorized to grant the easements set forth above, and (iii) there is no mortgage or trust deed or other lien or encumbrance affecting the Lot 8 Driveway.

4. This Second Supplement may be amended, modified or terminated only with the written agreement of the owner(s) of fee title to the portion of the Lot 8 Driveway affected thereby, and the Village.

5. The easements granted herein are easements appurtenant and shall run with the land and be binding upon and inure to the benefit of the Village.

6. Developer understands and acknowledges that the planned development of the Retail Parcels will not, standing alone, meet the "Lot Coverage" requirements set forth in Section 6-212.D.1 of the Village Land Development Code. The Village has determined, however, that the proposed development of both the Retail Parcels and the Residential Parcels will, when combined for lot coverage purposes, meet said requirements. Consequently, if the closing of the sale of the Residential Parcels is not consummated, this Section 6 of this Agreement shall constitute a covenant running with the land, encumbering the Residential Parcels, so that any development of the Residential Parcels in the future must guaranty that the Village Land Development Code requirements for the combined Retail Parcels and Residential Parcels will be met.

7. SECTION ELEVEN: Notices. appearing on Pages 12 and 13 of the Agreement is hereby deleted and the following is inserted in lieu thereof:

"SECTION ELEVEN: Notices.

Except as otherwise specifically provided herein, all notices required or permitted hereunder shall be in writing and shall be served on the persons set forth below as follows:

1. By personal delivery (in which event the notice shall be deemed served as of such date);

2. By mailing by certified mail, return receipt requested (in which event the notices shall be deemed served as of the second business day following such mailing);
3. By sending a fax transmission to the fax number listed below (in which event the notice shall be deemed served as of the first business day following the date of the confirmation of receipt of such transmission of the sending fax machine); or
4. By sending by nationally recognized overnight express delivery services (such as Federal Express, UPS, U.S. Postal Service, etc.) in which event the notice shall be deemed served as of the first business day following the latest of the delivery day ranges held out by such express delivery service for the manner sent. For the purposes of this Agreement, a "business day" is deemed to mean Monday through Friday, 9:00 AM to 5:00 PM, local time, excluding federal holidays.

For the Village:

1. Daniel J. McLaughlin
Village President
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Facsimile (708) 403-6169
2. John C. Mehalek
Village Clerk
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Facsimile (708) 403-6153
3. E. Kenneth Friker
Klein, Thorpe and Jenkins, Ltd.
15010 South Ravinia Avenue, Suite 10
Orland Park, Illinois 60462-5353
Facsimile: (708) 349-1506

For the Owner/Developer:

1. Main Place — Orland Park Associates, III, L.L.C.
c/o Davis Street Land Company
624 Davis Street, Suite 200
Evanston, Illinois 60201
Attn: Steve DiVito
Facsimile No.: (847) 425-4014

2. Davis Street Land Company
624 Davis Street, Suite 200
Evanston, Illinois 60201
Attn: Robert Perlmutter
Facsimile No.: (847) 425-4014

3. Edwards Wildman Palmer LLP
225 West Wacker Drive, Suite 2800
Chicago, Illinois 60606
Attn: Thomas P. Duffy
Facsimile: (855) 577-8439

or such other addresses that any party hereto may designate in writing to the other parties pursuant to the provisions of this Section. Attorneys for each party may give notices for such party.

8. The Retail Developer, the Residential Developer and the purchaser of Lot 8 from Developer are intended third party beneficiaries of this Second Supplement.

9. Except as expressly provided in this Second Supplement, all other provisions of the Agreement remain in full force and effect and are not modified by this Second Supplement.

10. This Second Supplement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(The remainder of this page intentionally is left blank)

IN WITNESS WHEREOF, the parties have caused this Second Supplement to be executed on or as of the day and year first above written.

**MAIN PLACE – ORLAND PARK ASSOCIATES,
L.L.C., a Delaware limited liability company**

By: _____
Robert Perlmutter
Manager

**MAIN PLACE – ORLAND PARK ASSOCIATES
III, L.L.C., a Delaware limited liability company**

By: _____
Robert Perlmutter
Manager

**VILLAGE OF ORLAND PARK, an Illinois
municipal corporation**

By: _____
Village President

By: _____
Village Clerk

FINAL PLAT OF SUBDIVISION OF ORLAND PARK CROSSING

BEING A SUBDIVISION OF PART OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

- PARCEL NUMBERS**
- 27-03-300-012 (PARCEL ONE)
 - 27-03-300-010 (PARCEL TWO)
 - 27-03-300-009 (PARCEL THREE)
 - UNASSIGNED (PARCEL FOUR)
 - 27-03-301-031 (PARCEL FIVE AND SIX)
 - 27-03-300-006 (PARCEL SEVEN)
 - 27-03-300-011 (PARCEL EIGHT)

P. 1 of 4

DATE: 2/15/05
BY: [Signature]

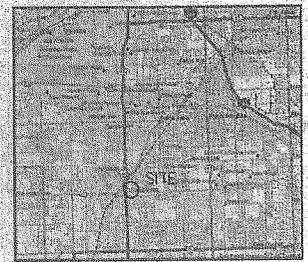
Doc. # 02084104 Fee: \$185.00
Cook County Recorder's Office
Date Recorded: 02/15/05

FOUND 0.61 INCH
PIPE AT 11.74
CORNER SEC. 3-36-12
3668.27

0525845/36
HP

FLTA
P. 1 of 4
191

Doc. # 02084104 Fee: \$185.00
Cook County Recorder's Office
Date Recorded: 02/15/05



BASIS OF BEARINGS (ARRANGED)
FIELD THE NORTH LINE OF THE SOUTHWEST CORNER OF
SECTION 3, TOWNSHIP 36 NORTH, RANGE 12 EAST AS BEING
HELD BY DEEDS OF 10 MINUTES OR SECONDS CASE.

LEGEND

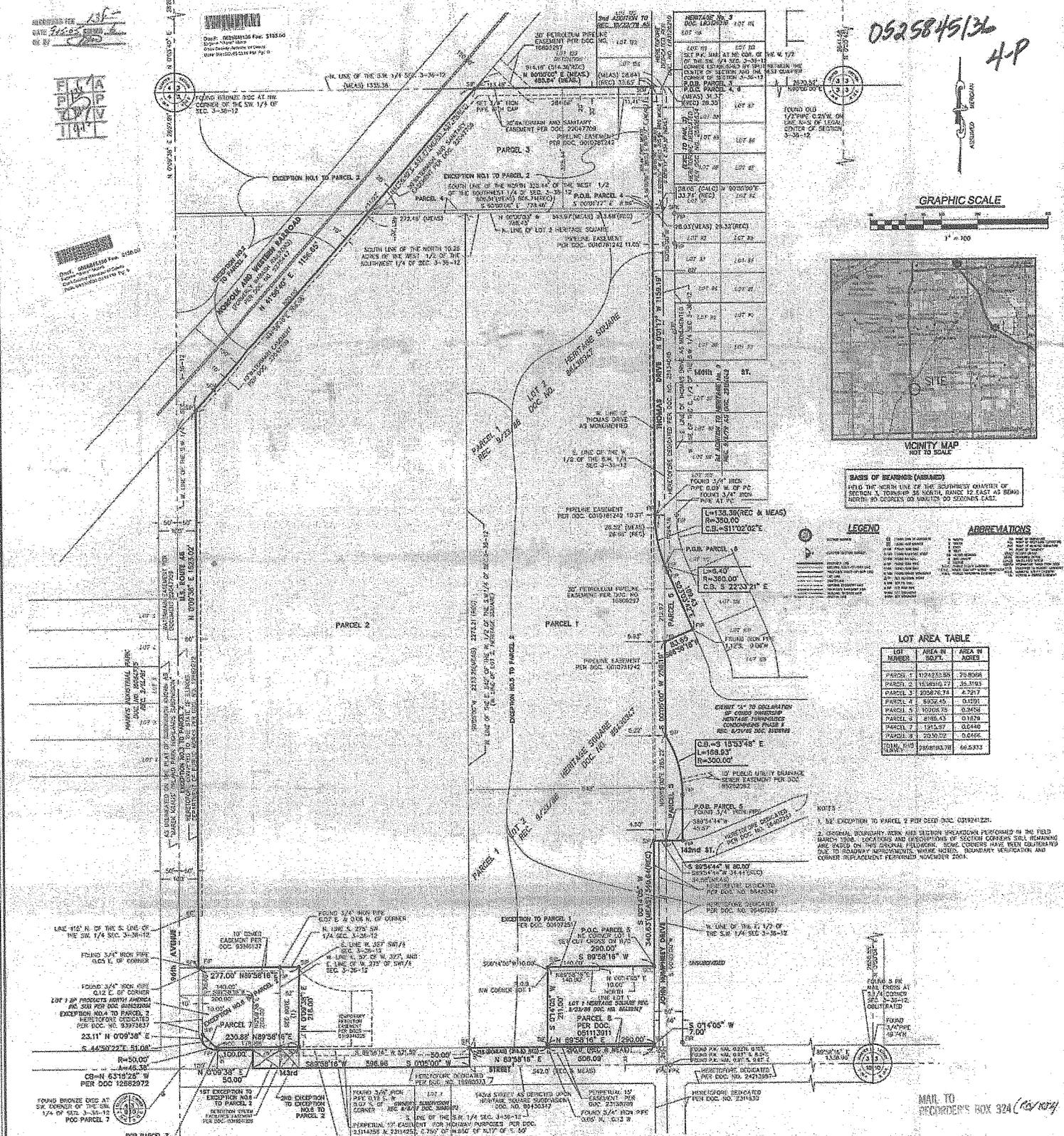
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LOT AREA TABLE

LOT NUMBER	AREA IN SQ. FT.	AREA IN ACRES
PARCEL 1	112425.00	2.5666
PARCEL 2	112425.00	2.5666
PARCEL 3	205876.74	4.7217
PARCEL 4	6036.45	0.1391
PARCEL 5	100008.75	2.2958
PARCEL 6	6036.45	0.1391
PARCEL 7	191257.00	0.4404
PARCEL 8	205876.74	0.4722
TOTAL	768193.78	17.5233

NOTES

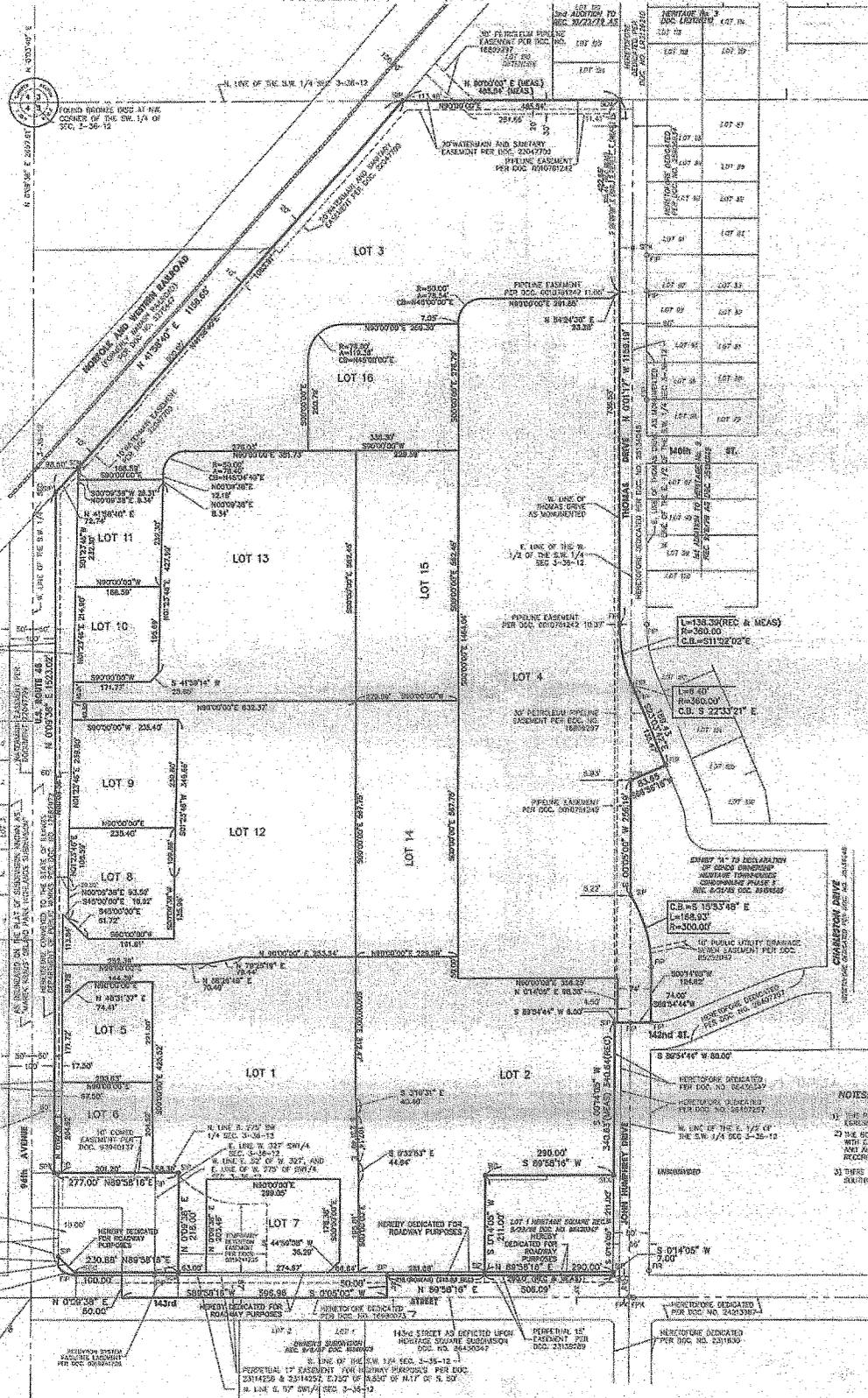
1. SEE EXCEPTION TO PARCEL 5 FOR DEED DOC. 0219241225.
2. ORIGINAL BOUNDARY CORNER AND STATION RECONSTRUCTION PERFORMED IN THE FIELD MARCH 1998. LOCATIONS AND DESCRIPTIONS OF SECTION CORNERS STILL REMAINING ARE SHOWN ON THIS ORIGINAL PLOTTING. SOME CORNERS HAVE BEEN COLLECTED DUE TO ROADWAY IMPROVEMENTS, WHERE NOTED, BOUNDARY VERIFICATION AND CORNER REPLACEMENT PERFORMED NOVEMBER 2004.



FINAL PLAT OF SUBDIVISION OF ORLAND PARK CROSSING

BEING A SUBDIVISION OF PART OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

0525845/36



LOT AREA TABLE

LOT NUMBER	AREA IN ACRES	AREA IN SQUARE FEET
LOT 1	254362.73	5.8101
LOT 2	315020.23	7.2425
LOT 3	449786.26	10.3190
LOT 4	589422.72	13.4515
LOT 5	458942.51	10.5488
LOT 6	471040.06	10.8435
LOT 7	85324.00	1.9509
LOT 8	58886.15	1.3501
LOT 9	58333.57	1.3344
LOT 10	250143.43	5.8024
LOT 11	131522.11	3.0025
LOT 12	124756.28	2.8646
LOT 13	215848.04	4.9511
LOT 14	201886.37	4.6118
LOT 15	37125.27	0.8517
LOT 16	39828.04	0.9144
TOTAL	3969106.68	91.3351

- NOTES**
- 1) THE PLAT ESTABLISHES THE NEW BOUNDARY OF WAY OF EASEMENTS FOR ACCESS AND EGRESS FOR THE LANDLOCKED LOT.
 - 2) THE BOUNDARY OF THIS SUBDIVISION WILL BE MONUMENTED WITH 5/8" IRON PIPES WITH CAPS. OR SURVEYOR MONUMENTS WHERE INDICATED, PRIOR TO RECORDING. AND ALL INTERIOR PROPERTY CORNERS WILL BE MONUMENTED WITHIN 1 YEAR OF RECORDING. SEE STATE STATUTES.
 - 3) THERE SHALL BE NO DIRECT ACCESS TO LAGANNE ROAD (RTE. 43) AND SUNBRIGHT HIGHWAY (RTE. 7) FOR LOTS 13, 14, 15 AND 16.

MAIL TO
RECORDER'S BOX 324 (1st FLOOR)

<p>Engineers Scientists Surveyors</p> <p>7325 Jenos Avenue, Suite 100 Woodridge, IL 60517 630.724.9200 voice 630.724.9202 fax vscor@aol.com</p>	<p>RESERVED FOR: MAIN PLACE-ORLAND PARK ASSOC. LLC 622 DAVIS ST., SUITE 200 EVANSTON, IL 60201</p>	<p>NO. DATE SUBMISSION</p> <p>1 03/21/2019 REV. PER GREAT REVIEW FOR VALUE ADJUSTMENT / REVISION</p> <p>2 08/27/2019 REV. PER CITY OF CHICAGO AND VILLAGE OF ORLAND PARK</p> <p>3 08/28/2019 REV. PER CITY OF CHICAGO</p> <p>4 08/28/2019 REV. PER CITY OF CHICAGO</p>	<p>FINAL PLAT OF SUBDIVISION ORLAND PARK CROSSING, ORLAND PARK, IL</p> <p>FILE NAME: P:\PROJECTS\2019\08\28\19\ORLAND PARK CROSSING\FINAL PLAT.DWG JOB PROJECTOR: BMM DRAWN: METALZARD CHECKED: DMTZM DATE: 08/28/2019 LIC# 043503623 043503623 SCALE: 1" = 100'</p>	<p>SHEET NO. 2 of 4</p>
		<p>CONTRACT NO.</p>		

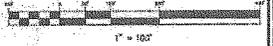
P. 3 of 4

FINAL PLAT OF SUBDIVISION OF ORLAND PARK CROSSING

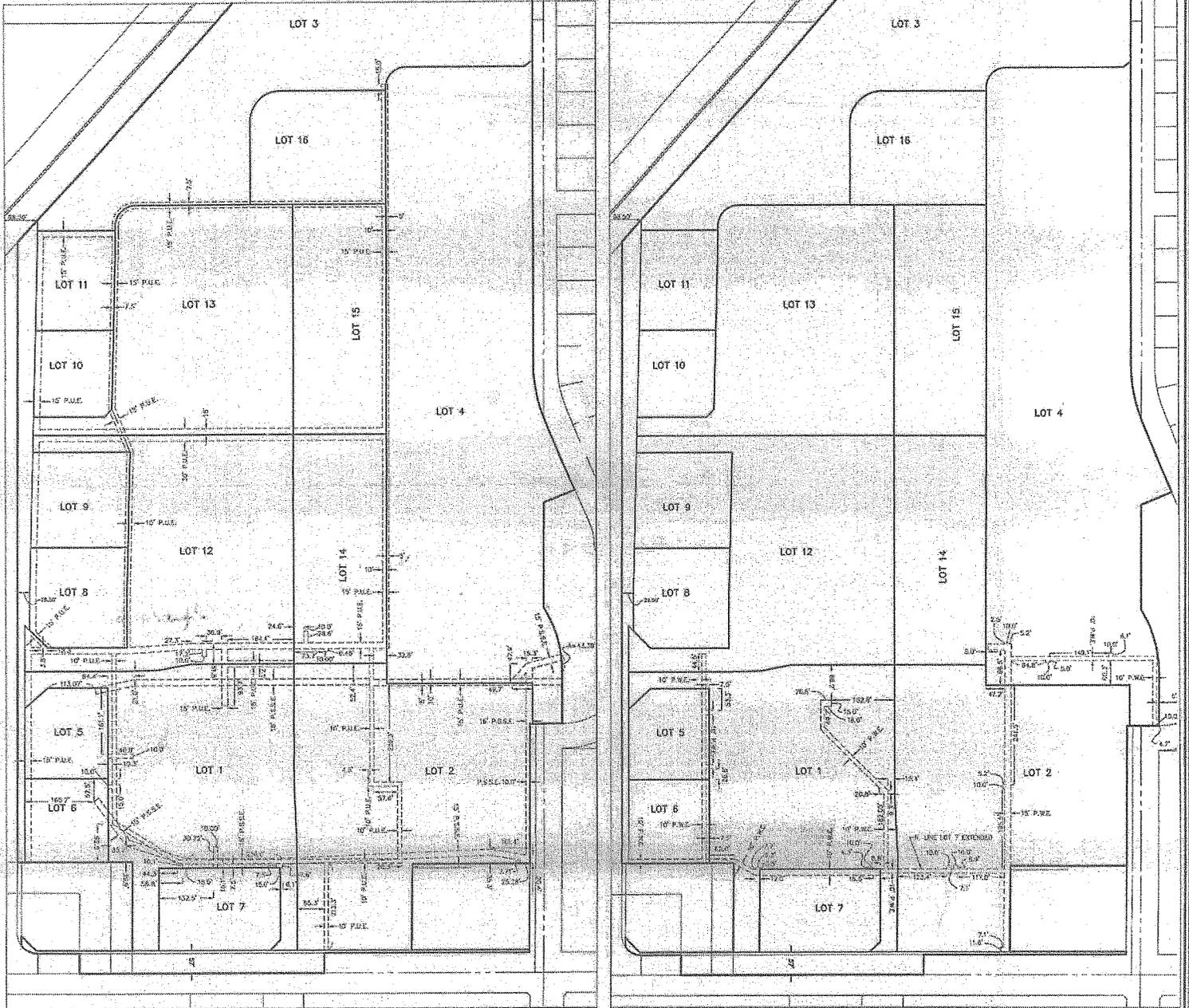
BEING A SUBDIVISION OF PART OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

0525845136

GRAPHIC SCALE



ALIGNED
NORTH



**PUBLIC UTILITY EASEMENT AND
PUBLIC SANITARY SEWER EASEMENT HEREBY GRANTED**

PUBLIC WATERMAIN EASEMENT HEREBY GRANTED

MAIL TO
RECORDER'S BOX 324 (10/1/11)

V
CONSULTANTS
Engineers
Scientists
Surveyors
7328 James Avenue, Suite 100
Woodridge, IL 60517
630.274.3200 voice
630.724.3502 fax
v3consultants.com

PREPARED FOR:
MAIN PLACE-ORLAND PARK ASSOC. LLC
822 DAVIS ST., SUITE 200
EVANSTON, IL 60201

NO.	DATE	REVISION
1	11/11/11	REV. FOR CLERK REVIEW FOR VALUE, SUBMITTAL REVIEW
2	11/11/11	REV. FOR CLERK AND PALACE REVIEW
3	11/11/11	REV. FOR CLIENT REVIEW
4	11/11/11	REV. FOR CLIENT REVIEW
5	11/11/11	REV. FOR CLIENT REVIEW

FINAL PLAT OF SUBDIVISION			
ORLAND PARK CROSSING, ORLAND PARK, IL			
FILE NAME: P18.03035.DWG	DRAWN BY: TAYLOR	CHECKED BY: J.M.	JOB NO: 180303.DWG
ADD: 8400 NORTH WISCONSIN	DATE: 11/11/11	TIME: 10:10 AM	SCALE: 1" = 100'
			SHEET NO. 3 of 4

ORLAND PARK CROSSING

DRAWING NUMBER

DRAWING NUMBER

DRAWING NUMBER

DRAWING NUMBER

FINAL PLAT OF SUBDIVISION OF ORLAND PARK CROSSING

BEING A SUBDIVISION OF PART OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

0925849136

OWNER'S CERTIFICATE

STATE OF ILLINOIS COUNTY OF COOK I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE FORESAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THE UNDERSIGNED HAS PERSONALLY KNOWN TO BE TO THE SAID PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND THAT SUCH PERSONAL KNOWLEDGE AND BELIEF THAT SAID INSTRUMENT IS A TRUE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH IN THE FOREGOING INSTRUMENT.

NOTARY CERTIFICATE

STATE OF ILLINOIS COUNTY OF COOK I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE FORESAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THE UNDERSIGNED HAS PERSONALLY KNOWN TO BE TO THE SAID PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND THAT SUCH PERSONAL KNOWLEDGE AND BELIEF THAT SAID INSTRUMENT IS A TRUE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH IN THE FOREGOING INSTRUMENT.

MORTGAGE CERTIFICATE

STATE OF ILLINOIS COUNTY OF COOK I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE FORESAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THE UNDERSIGNED HAS PERSONALLY KNOWN TO BE TO THE SAID PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND THAT SUCH PERSONAL KNOWLEDGE AND BELIEF THAT SAID INSTRUMENT IS A TRUE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH IN THE FOREGOING INSTRUMENT.

MORTGAGE NOTARY CERTIFICATE

STATE OF ILLINOIS COUNTY OF COOK I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE FORESAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THE UNDERSIGNED HAS PERSONALLY KNOWN TO BE TO THE SAID PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND THAT SUCH PERSONAL KNOWLEDGE AND BELIEF THAT SAID INSTRUMENT IS A TRUE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH IN THE FOREGOING INSTRUMENT.

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS COUNTY OF COOK I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE FORESAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THE UNDERSIGNED HAS PERSONALLY KNOWN TO BE TO THE SAID PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND THAT SUCH PERSONAL KNOWLEDGE AND BELIEF THAT SAID INSTRUMENT IS A TRUE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH IN THE FOREGOING INSTRUMENT.

CERTIFICATE AS TO SPECIAL ASSESSMENTS

I CERTIFY THAT THERE ARE NO UNPAID OR CURRENT SPECIAL ASSESSMENTS ON THE FOREGOING PROPERTY.

DRAINAGE CERTIFICATE

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE SUBDIVISION OR ANY PART THEREOF.

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS COUNTY OF COOK I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE FORESAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THE UNDERSIGNED HAS PERSONALLY KNOWN TO BE TO THE SAID PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND THAT SUCH PERSONAL KNOWLEDGE AND BELIEF THAT SAID INSTRUMENT IS A TRUE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH IN THE FOREGOING INSTRUMENT.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS COUNTY OF COOK I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE FORESAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THE UNDERSIGNED HAS PERSONALLY KNOWN TO BE TO THE SAID PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND THAT SUCH PERSONAL KNOWLEDGE AND BELIEF THAT SAID INSTRUMENT IS A TRUE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH IN THE FOREGOING INSTRUMENT.

PLAT

SECTION 3 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

PLAT

SECTION 3 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

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MAIL TO RECORDERS BOX 328 (04/27/11)

PUBLIC UTILITY EASEMENT PROVISIONS

TO POWER AND COMMUNICATION SERVICE A PERMANENT, NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO COMMONWEALTH ENERGY COMPANY, INC. AND SUCCESSORS, THEIR ASSIGNEES, SUCCESSORS AND ASSIGNEES (COLLECTIVELY, "UTILITIES"), TO INSTALL, MAINTAIN, OPERATE, REPAIR, REPLACE, IMPROVE, ENLARGE AND REMOVE UNDERGROUND AND OVERHEAD LINES, TOWERS, POLES, STRUCTURES, EQUIPMENT, AND OTHER NECESSARY FACILITIES FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, GAS, STEAM, HEAT, AND OTHER UTILITIES.

TO GAS SERVICE A PERMANENT, NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO NORTHEAST ILLINOIS GAS COMPANY, INC. AND SUCCESSORS, THEIR ASSIGNEES, SUCCESSORS AND ASSIGNEES (COLLECTIVELY, "GAS"), TO INSTALL, MAINTAIN, OPERATE, REPAIR, REPLACE, IMPROVE, ENLARGE AND REMOVE UNDERGROUND AND OVERHEAD LINES, TOWERS, POLES, STRUCTURES, EQUIPMENT, AND OTHER NECESSARY FACILITIES FOR THE TRANSMISSION AND DISTRIBUTION OF NATURAL GAS AND OTHER GAS PRODUCTS.

TO WATER AND SANITARY SERVICE A PERMANENT, NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF ORLAND PARK AND TO ITS SUCCESSORS AND ASSIGNS (COLLECTIVELY, "VILLAGE"), TO INSTALL, MAINTAIN, OPERATE, REPAIR, REPLACE, IMPROVE, ENLARGE AND REMOVE UNDERGROUND AND OVERHEAD LINES, TOWERS, POLES, STRUCTURES, EQUIPMENT, AND OTHER NECESSARY FACILITIES FOR THE TRANSMISSION AND DISTRIBUTION OF WATER AND SANITARY SERVICES.

ALL UTILITIES SHALL BE PLACED IN ACCORDANCE WITH THE STANDARD PRACTICES AND SPECIFICATIONS OF THE INDUSTRY AND SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE STANDARD PRACTICES AND SPECIFICATIONS OF THE INDUSTRY.

PUBLIC WATERMAIN AND SANITARY SEWER EASEMENT PROVISIONS

A PERMANENT, NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF ORLAND PARK AND TO ITS SUCCESSORS AND ASSIGNS (COLLECTIVELY, "VILLAGE"), TO INSTALL, MAINTAIN, OPERATE, REPAIR, REPLACE, IMPROVE, ENLARGE AND REMOVE UNDERGROUND AND OVERHEAD LINES, TOWERS, POLES, STRUCTURES, EQUIPMENT, AND OTHER NECESSARY FACILITIES FOR THE TRANSMISSION AND DISTRIBUTION OF WATERMAIN AND SANITARY SEWER SERVICES.

LEAD CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PROVIDED TO SECTION 3 OF TWP 36N R 12E AS TO THE LEAD LINES RELATION TO PLATS AS INDICATED. A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S LEAD LINES PERMITS FOR ACCESS TO ROADWAYS TO STATE HIGHWAYS WILL BE REQUIRED BY THE DEPARTMENT.

PLAT RECORDING AUTHORIZATION

I HEREBY AUTHORIZE A PROFESSIONAL LAND SURVEYOR OF THE STATE OF ILLINOIS, NORTH BRANCH OF THE COOK COUNTY SURVEYING AND MAPPING COMPANY, INC., TO RECORD THIS PLAT IN THE PUBLIC RECORDS OF THE COUNTY CLERK OF COOK COUNTY, ILLINOIS.

RECORDER'S CERTIFICATE

STATE OF ILLINOIS COUNTY OF COOK I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE FORESAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THE UNDERSIGNED HAS PERSONALLY KNOWN TO BE TO THE SAID PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND THAT SUCH PERSONAL KNOWLEDGE AND BELIEF THAT SAID INSTRUMENT IS A TRUE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH IN THE FOREGOING INSTRUMENT.

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS COUNTY OF COOK I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE FORESAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THE UNDERSIGNED HAS PERSONALLY KNOWN TO BE TO THE SAID PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND THAT SUCH PERSONAL KNOWLEDGE AND BELIEF THAT SAID INSTRUMENT IS A TRUE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH IN THE FOREGOING INSTRUMENT.



7325 Janes Avenue, Suite 100 Woodridge, IL 60517 630.724.6000 Mobile 850.724.9022 Fax 630.251.0111

Table with columns: NO., DATE, REVISIONS, DESCRIPTION. Includes a list of revisions and a signature block for the Engineer.

FINAL PLAT OF SUBDIVISION ORLAND PARK CROSSING, ORLAND PARK, IL. Y&L PLANNING & SURVEYING, INC. DATE: 07/20/2011