



**AGENDA FOR REGULAR MEETING
VILLAGE OF TINLEY PARK
PLAN COMMISSION**

**June 1, 2017 – 7:30 P.M.
Council Chambers
Village Hall – 16250 S. Oak Park Avenue**

Regular Meeting Called to Order

Pledge of Allegiance

Roll Call Taken

Communications

Approval of Minutes: Minutes of the May 18, 2017 Regular Meeting

Item #1

PUBLIC HEARING: PARALLEL VERIZON CELL TOWER – 6775 PROSPERI DRIVE – SITE PLAN APPROVAL, SPECIAL USE PERMIT, AND A VARIATION FOR MAXIMUM HEIGHT

Consider granting Site Plan Approval and consider recommending that the Village Board grant the Petitioner, Kathleen Groark of Insite, Inc. as agent for PI Tower Development LLC, Parallel Infrastructure, and Verizon Wireless, a Special Use Permit for a new personal wireless service facility (cell tower) in the southeast corner of the site at 6775 Prosperi Drive in the ORI (Office and Restricted Industrial) Zoning District. Additionally, the Village of Tinley Park proposes to co-locate antennas on the aforementioned cell tower which brings the overall height of the cell tower to one hundred fourteen feet (114'); therefore, the Petitioner also requests a fourteen foot (14') Variation from Section III.V.2.a. of the Zoning Ordinance where the maximum allowable height for a personal wireless service facility is one hundred feet (100').

Item #2

PUBLIC HEARING: THE RESIDENCE AT BROOKSIDE GLEN – SOUTHWEST CORNER OF MAGNUSON LANE AND 191ST STREET – SITE PLAN APPROVAL AND SPECIAL USE PERMIT

Consider granting Site Plan Approval and consider recommending that the Village Board grant the Petitioner, Andrea Crowley of Griffin & Gallagher, LLC on behalf of Karli Mayher and KJM-Vandenberg Brookside Joint Venture, a Special Use Permit for a Substantial Deviation from the Brookside Glen Planned Unit Development and any related Exceptions to develop a one hundred forty-four (144) unit multi-family residential project (a.k.a. The Residence at Brookside Glen) at the properties generally located west of Magnuson Lane and John Michael Drive in the R-5 PD (Low Density Residential) Zoning District.

Good of the Order

Receive Comments from the Public

Adjourn Meeting



MINUTES OF THE PLAN COMMISSION

VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS

MAY 18, 2017

The Regular Meeting of the Plan Commission was held in the Council Chambers of Village Hall on May 18, 2017 at 7:30 p.m.

PLEDGE OF ALLEGIANCE:

ROLL CALL

Plan Commission: Mark Moylan
Kevin Berghold
Peter Kroner
Tim Stanton
Lori Kappel
Ken Shaw
Anthony Janowski (arrived at 7:34 p.m.)
Ed Matushek III, Chairman

Absent Plan Commissioner(s): None

Village Officials and Staff: Michael Glotz, Trustee
Tom Condon, Village Attorney
Paula Wallrich, Interim Community Development Director
Stephanie Kisler, Planner I
Barbara Bennett, Commission Secretary

CALL TO ORDER

PLAN COMMISSION CHAIRMAN MATUSHEK called to order the Regular meeting of the Plan Commission for May 18, 2017 at 7:30 p.m.

COMMUNICATIONS

There were none.

APPROVAL OF MINUTES

COMMISSIONER STANTON stated in the May 4, 2017 minutes he asked about security cameras being installed at McDonald's and would like the minutes to be amended to state that question and the Petitioner's answer.

Minutes of the May 4, 2017 regular meeting of the Plan Commission were presented for approval. A Motion was made by COMMISSIONER KRONER, seconded by COMMISSIONER

MOYLAN to approve the Minutes as amended. The Motion was approved unanimously by voice call. CHAIRMAN MATUSHEK declared the Motion approved.

TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES
FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION
SUBJECT: MINUTES OF THE MAY 18, 2017 REGULAR MEETING
ITEM #1: PLAT APPROVAL: FIRST BAPTIST CHURCH – 7025 179TH STREET – PLAT OF CONSOLIDATION

Consider recommending that the Village Board grant the Petitioner, First Baptist Church, approval for a Plat of Consolidation upon Annexation. The proposed Plat of Consolidation would combine PIN 28-31-300-013-0000 and PIN 28-31-300-014-0000 into a single parcel encompassing approximately 66,573 square feet (1.53 + acres).

Present were the following

Plan Commissioners: Mark Moylan
Kevin Bergthold
Peter Kroner
Tim Stanton
Lori Kappel
Ken Shaw
Anthony Janowski (arrived at 7:34 p.m.)
Ed Matushek III, Chairman

Absent Plan Commissioner(s): None

Village Officials and Staff: Michael Glotz, Trustee
Tom Condon, Village Attorney
Paula Wallrich, Interim Community Development Director
Stephanie Kisler, Planner I
Barbara Bennett, Commission Secretary

PAULA WALLRICH, Interim Community Development Director, stated the Applicant proposes to consolidate their two (2) parcels into one (1) single lot at the time that the property annexes into the Village. The Annexation Agreement has already been drafted. There is a minimum lot size for churches of two (2) acres. The Agreement acknowledges that the combined parcel is less than the two (2) acre minimum requirement for churches; however, the Agreement notes this as a legal nonconformity.

COMMISSIONER KRONER asked why two (2) acres are necessary. MS. WALLRICH replied that this is possibly due to the attendance a church may have on Sunday and the need to accommodate parking.

COMMISSIONER MOYLAN asked if there were plans for sidewalks in the future. MS. WALLRICH replied that when 179th Street is improved, the Annexation Agreement does provide for that. When this property expands, redevelops, or has a different use than its existing structure, they would have to participate in the development of 179th Street.

CHAIRMAN MATUSHEK, with there being no further comment, asked for a motion.

Motion was made by COMMISSIONER MOYLAN, seconded by COMMISSIONER KRONER, to recommend that the Village Board grant approval for a Plat of Consolidation to the Applicant, First

Baptist Church, to combine PIN 28-31-300-013-0000 and PIN 28-31-300-014-0000 into a single parcel encompassing approximately 66,573 square feet (1.53 + acres), located at 7025 179th Street.

AYE: PLAN COMMISSIONERS TIM STANTON, PETER KRONER, KEN SHAW,
ANTHONY JANOWSKI, LORI KAPPEL, MARK MOYLAN, KEVIN BERGTHOLD,
AND CHAIRMAN ED MATUSHEK

NAY: NONE

The Motion was approved by roll call. CHAIRMAN MATUSHEK declared the Motion approved.

TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES
FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION
SUBJECT: MINUTES OF THE MAY 18, 2017 REGULAR MEETING
ITEM #2: WORKSHOP: PARALLEL VERIZON CELL TOWER – 6775 PROSPERI DRIVE – SITE PLAN APPROVAL, SPECIAL USE PERMIT, AND A VARIATION FOR MAXIMUM HEIGHT

Consider granting Site Plan Approval and consider recommending that the Village Board grant the Petitioner, Kathleen Groark of Insite, Inc. as agent for PI Tower Development LLC, Parallel Infrastructure, and Verizon Wireless, a Special Use Permit for a new personal wireless service facility (cell tower) in the southeast corner of the site at 6775 Prosperi Drive in the ORI (Office and Restricted Industrial) Zoning District. Additionally, the Village of Tinley Park proposes to co-locate antennas on the aforementioned cell tower which brings the overall height of the cell tower to one hundred fourteen feet (114’); therefore, the Petitioner also requests a fourteen foot (14’) Variation from Section III.V.2.a. of the Zoning Ordinance where the maximum allowable height for a personal wireless service facility, which is one hundred feet (100’).

Present were the following

Plan Commissioners: Mark Moylan
Kevin Bergthold
Peter Kroner
Tim Stanton
Lori Kappel
Ken Shaw
Anthony Janowski (arrived at 7:34 p.m.)
Ed Matushek III, Chairman

Absent Plan Commissioner(s): None

Village Officials and Staff: Michael Glotz, Trustee
Tom Condon, Village Attorney
Paula Wallrich, Interim Community Development Director
Stephanie Kislner, Planner I
Barbara Bennett, Commission Secretary

Guest (s): Kathleen Groark, Insite, Inc.

STEPHANIE KISLER, Planner I, stated the proposed cell tower will primarily service the amphitheater area. The initial carrier will be Verizon and the Village will add some antennas on the top of the structure for Village needs. There is additional room on the monopole for another co-location in the future. She stated to the west of the proposed site is Oak Park Avenue, to the north is Prosperi Drive, and the property just north of the site is the Tinley Park Corporate Center, which is just south of I-80. She said south of the proposed site is the north access road to the amphitheater.

MS. KISLER added that the zoning is ORI (Office and Restricted Industrial). It is currently owned and operated by a Community Services Foundation which is a non-profit organization. The nearest residential structure is over 2,000 feet away from the proposed cell tower, so the cell tower will not negatively impact any residential dwellings if constructed at this location. She said the Site Plan includes the proposed cell tower and the related ground equipment, a six foot tall vinyl privacy fence will surround the ground equipment, and improvements to landscaping. The proposed cell tower will have Verizon antennas centered at seventy feet and three antennas for the Village of Tinley Park – one centered at eighty feet and two at the top of the monopole with a maximum height of one hundred fourteen feet. There is also room for a future co-location at ninety feet. There will also be a lightning rod which will be five feet tall bringing the total height up to 114 feet. The Village code states the maximum height is 100 feet, so there will be a Variance required for the Village antennas. Staff recommends an eight foot tall fence to give more coverage of the ground equipment. Staff also recommends improvements to landscaping at the site in the north bufferyard per the approved Landscape Plan for 6775 Prosperi Drive.

KATHLEEN GROARK, Insite, Inc., gave a presentation of the proposed cell tower plan. MS. GROARK noted that the eight foot tall fence is acceptable and she has been working with the property owner on the improvements to the Landscape Plan.

CHAIRMAN MATUSHEK agreed that the eight foot fence is a good idea for security purposes.

COMMISSIONER SHAW asked if the small sliver of property adjacent to the site is a buildable lot and who owns the property. He also noted he agrees with the need for an eight foot fence. MS. KISLER replied the triangular property to the east of the site is owned by the same person that owns the amphitheater.

COMMISSIONER KRONER asked if the notification was made to Community Service Foundation. MS. GROARK replied that this was brought before their Board and was acceptable.

COMMISSIONER JANOWSKI asked if there are wetlands on this property. MS. GROARK replied that a Wetland Delineation was done on this site and they are reaching out to the Army Corp of Engineers and the Metropolitan Water Reclamation District regarding this location.

COMMISSIONER JANOWSKI noted there are two sites where the approved fences were never erected around the cellular ground equipment. MS. KISLER replied that the work is not complete and final inspections have not been done at these locations and she will follow-up.

TO: VILLAGE OF TINLEY PARK PRESIDENT AND BOARD OF TRUSTEES

FROM: VILLAGE OF TINLEY PARK PLAN COMMISSION

SUBJECT: MINUTES OF THE MAY 18, 2017 REGULAR MEETING

ITEM #3: WORKSHOP: THE RESIDENCE AT BROOKSIDE GLEN – SOUTHWEST CORNER OF MAGNUSON LANE AND 191ST STREET – SITE PLAN APPROVAL AND SPECIAL USE PERMIT

Consider granting Site Plan Approval and consider recommending that the Village Board grant the Petitioner, Andrea Crowley of Griffen & Gallagher, LLC on behalf of Karli Mayher and KJM-Vandenberg Brookside Joint Venture, a Special Use Permit for a Substantial Deviation from the Brookside Glen Planned Unit Development and any related Exceptions to develop a one hundred forty-four (144) unit multi-family residential project (a.k.a. The Residence at Brookside Glen) at the properties generally located west of Magnuson Lane and John Michael Drive in the R-5 PD (Low Density Residential) Zoning District.

Present were the following

Plan Commissioners: Mark Moylan
Kevin Bergthold
Peter Kroner
Tim Stanton
Lori Kappel
Ken Shaw
Anthony Janowski (arrived at 7:34 p.m.)
Ed Matushek III, Chairman

Absent Plan Commissioner(s): None

Village Officials and Staff: Michael Glotz, Trustee
Tom Condon, Village Attorney
Paula Wallrich, Interim Community Development Director
Stephanie Kisler, Planner I
Barbara Bennett, Commission Secretary

Guest (s): Andrea Crowley, Griffin & Gallagher, LLC
Karli Mayher, KJM-Vandenberg Brookside Joint Venture
Scott Shalvis, The Shalvis Group

CHAIRMAN MATUSHEK stated he had a letter to read to the Commission from MAYOR VANDENBERG:

May 18, 2017

To: Plan Commission of The Village of Tinley Park

It has come to my attention that certain social media sites have alleged that I have some sort of interest in the “Residences” at Brookside Glen which is before you tonight. I want to be clear that this information is patently false.

First, I have no interest in this property to project whatsoever. That includes financial or otherwise as defined by the Tinley Park Village Code or any other ethics statute I’m aware of. My uncle, my father’s brother, is the owner of the property in question. I want to reiterate that I personally am not involved nor do I have any interest in this endeavor or any other company or endeavors that my uncle, Scot Vandenberg, is involved in.

Moreover, I have never and will never use my position, either as Trustee or Mayor, to advocate for or against this project or any other project that a family member may be involved in. I hope this information helps you in analyzing this project like all others before you in accordance with the Zoning Code of Tinley Park and all other State and Federal laws.

Respectfully,

Jacob C. Vandenberg
Mayor

cc: Village Board
David Niemeyer, Village Manager
Patrick Connelly, Village Attorney

COMMISSIONER STANTON stated, pursuant to the Village of Tinley Park’s Code of Ethics, “I hereby disclose that I have an indirect family relationship with the owner of the subject property. I have spoken to the Village Attorney and he has advised me that in the interest of caution I should avoid any occurrence of impropriety, that I should refrain from participating in any conversation or deliberation regarding this Petition and abstain from any vote taken.”

CHAIRMAN MATUSHEK noted that this is Workshop, not a Public Hearing. He noted there will be time for Public Comment at the end of the meeting.

PAULA WALLRICH, Interim Community Development Director, stated the approved Planned Unit Development (PUD) for this area allows for nine (9) 16-unit structures for a total of 144 units. The developer has a right to develop according to the approved plan. As a consequence of the Petitioner’s Market Study which outlined current market trends, the market is different than it was back in 2000 when the Substantial Deviation was approved. She noted that the Village is trying to attract young professionals to the area. The Petitioner has proposed a plan that complies with the approved density and unit count; however, instead of nine (9) structures, they are proposing two (2) multi-family structures. The reduction in the number of structures will provide for more green space with luxury amenities.

MS. WALLRICH stated when the PUD was approved in 1990 there were plans for community shopping (commercial uses) adjacent to 191st Street and 80th Avenue, south of the commercial was planned to be office and restricted industrial, and south and west of that was planned for condo and apartments. A Substantial Deviation was approved in 2000 which identified nine (9) structures with sixteen (16) units in each structure. In 2007, a developer proposed nine (9) buildings with eight (8) units each and one (1) building with sixteen (16) units. This proposal did not obtain Plan Commission approval and did not make it to the Village Board for approval. In 2014, a proposal was submitted for 123 units in seventeen

(17) buildings comprised of between four (4) to fifteen (15) attached single-family attached rowhouse-style dwelling units per building. The developer did not consider the pipeline that traversed the property and therefore the project did not move forward with revised plans. Thus, the PUD plan that was approved in 2000 still stands which included 144 units in nine (9) buildings.

MS. WALLRICH noted the subject property is surrounded by the R-5 Zoning District. Across Magnuson Lane is commercial zoning and then to the south is R-2 single-family residential zoning. There is a pump station on the south end of the proposed site and detention on the north. The PUD notes commercial sites located both at the southwest and southeast corners of 191st Street and 80th Avenue. There are condos over to the east of 80th Avenue along Greenway Boulevard which are similar in height and architectural design in that they are 4-story buildings with semi-underground garages. In addition to straight R-5 zoning there is an Overlay District in this area, which is an Urban Design Overlay (UDO) District. The whole point of this district is to prioritize the architecture and the streetscape and not the vehicle. There are specific guidelines that are required, such as making sure that the property is not fronted with parking along the public right-of-way. In negotiating with this Developer, Staff made sure that the building was moved up to the front and the parking was pushed back behind and to the side the structures.

MS. WALLRICH stated the Brookside Glen PUD was originally 828 acres in 1990 when the original builder came in and Master Planned the area. They did their best to plan how the area might develop; however, with market and economic changes since that time, developers have had to adapt to what the market is dictating. A PUD it is flexible regarding zoning regulations and anything can be negotiated at the time of the approval of the PUD. If it was straight zoning they would have to abide by the regulations within the Zoning Ordinance. With a PUD, the developer and the Village negotiate to comprehensively master plan an area and exceptions from the Zoning Ordinance can be considered. When the Plan Commission looks at a Variation they must consider the burden of proof on the developer to prove that there is a hardship for that Variation. They also must look at the precedence that it is setting. The beauty of a PUD is that it is not a straight Variation; it is looked at as an exception. The burdens of proof and the Finding of Facts are not the same. When the Plan Commission looks at these types of exceptions, they will look and judge and make the decisions based on the original intent of the PUD.

STEPHANIE KISLER, Planner I, discussed the Site Plan. She noted that the buildings wrap around Magnuson Lane. She noted that Magnuson Lane will connect north to 191st Street. There are two (2) residential buildings with a one-story clubhouse structure in the middle with many amenities on the site.

MS. KISLER said originally when this developer came to the Village the plans showed two (2) residential buildings but behind the buildings there were long rows of garages. There was no first floor subterranean level parking under the building – it was all surface parking and garages. This presented an issue with fire code and with the overall aesthetics of the project. Staff worked with the developer to improve the Site Plan and reconfigure parking. Staff also suggested changes to the access points near the proposed dog park. Staff worked with the developer to increase the greenspace and amenities at the site. The developer removed the garages and now there are 144 indoor parking spaces and 144 surface parking spaces which allow for two (2) parking spaces per dwelling unit. The developer proposes to land bank additional parking. There are outdoor grilling stations with a sink, Frisbee golf and many other amenities.

MS. KISLER showed the current Site Plan with improvements. She said the developer has reconfigured the access points to the garage so there are two (2) entrances to the main parking garages. They have also land banked some of the parking spaces. In the latest proposal, there is no parking in front of the buildings. They are proposing 72 land banked parking spaces if additional parking becomes necessary. Currently there are two (2) parking spaces per unit (one interior and one exterior) and if more parking is needed the land banked spaces will make it 2 ½ spaces per dwelling unit. There are 48 two bedroom units and 24 one bedroom units per building.

MS. KISLER stated the Urban Design Overlay District requires a maximum building setback of 20 feet. Proposed building setbacks range from 14 to 36 feet from the property line along Magnuson Lane. In this case, the intent of the overlay district is to push the buildings forward, but we want to make sure the building is respectful of the scale of the building and the character of the street. There will be green space between the street and the building. Additionally, the curvature of the street and the resulting sight lines along with the curvature of the building provides for a more pedestrian scale to the streetscape.

COMMISSIONER KRONER asked what the setback is on the existing condo buildings. MS. KISLER replied the setback for the condos is about 24-30'.

COMMISSIONER JANOWSKI asked about the locations for snow removal. MS. WALLRICH replied that the land banking will provide areas for the snow removal and more green space.

MS. KISLER showed a view of the Landscape Plan with a plentiful number of plantings and green space. There will be berming around the base of the structures to mitigate appearance of the blank walls of the parking structure. The developer has incorporated a lot of amenities, including a clubhouse with an outdoor pool. Inside the clubhouse there will be a fitness center, locker rooms, meeting rooms, lounge, computer room with free Wi-Fi and a great room with kitchen. Outside by the pool there will be cabanas. There will be outdoor grilling areas for each building which include a grill station, fire pits, outdoor seating, a pergola and a service sink. There will be Frisbee golf baskets around the site, interior and exterior bike storage, electric car charging stations, exterior exercise circuit equipment, an arboretum area with seating, a dog park with seating and a water fountain, a bike trail connection to a major bike trail system which will meet up with the Old Plank Road Trail. There will be a landscape buffer around the dog park. Each unit has at least one private balcony.

COMMISSIONER KRONER asked about underground parking shown in yellow on her diagram. MS. KISLER replied this is additional garage space to make sure there is one indoor parking space per unit. This also gives the residents a rooftop terrace area which is an additional amenity. COMMISSIONER KRONER also asked about the size of the parking spaces. MS. KISLER replied that the parking spaces meet the Village's size requirements.

COMMISSIONER MOYLAN asked about moving the dog park from the area close to the townhouses to the other side. SCOTT SHALVIS, The Shalvis Group, architect on behalf of the developer, replied that is not possible as there is a retention area on the other side.

MS. KISLER stated there will be adequate lighting for the parking lot with no light spilling on the neighboring properties. There will be decorative light fixtures. Staff has asked them to add wall sconces near the entry doors and garage doors to add to the aesthetics and the residential character of the building.

MS. KISLER stated the Applicant has provided an interior trash room for the tenants. They will have a management company handle the trash collection from interior to the exterior trash enclosures. The outdoor trash enclosures will be constructed with materials matching the façade of the buildings with sturdy gates and landscaping around them.

MS. WALLRICH stated condo financing has become very difficult. The developer must have at least 80-90% of the units sold before starting construction. This is what is steering the market right now to start to look at rental properties rather than ownership. The market studies state Tinley Park has low vacancy rate in terms of apartments. This is what is pushing the market towards a rental project on this site. A concern could be the long term upkeep and maintenance of these facilities. She stated that staff reviewed the quality of the materials and the development and the amenities on the property. Staff reviewed this

project and worked with the developer to increase the number of luxury amenities and improve the architecture, and thereby the cost of the buildings. This somewhat insures a certain rate of return the owner is going to want.

MS. WALLRICH said Staff worked with the developer on the architecture. Staff requested some modulation of the roof line, a better demarcation of the entryway, and to make sure the parking floor was screened and somewhat mitigated in terms of the height. The street façade had a central architectural feature to identify the street access. Staff appreciated the floor to ceiling windows adding to the overall luxury feeling of the building. The top floor has 13' ceilings. The amount of balcony space was increased with one to two balconies per unit. There is a roof deck with no HVAC units on the roof. Each unit has its own HVAC unit.

COMMISSIONER KRONER asked about the HVAC units. He said it reminds him of a hotel HVAC system. He stated he doesn't remember any luxury apartments in Chicago having this type of unit; usually it is a water based unit or their own furnace with one thermostat per room. MR. SHALVIS replied that this is not his experience. He stated these are vertical units that are self-contained. He said this is like a furnace that has duct work to it. With this system, it is possible to have extra compressors on site for maintenance. If something goes out they can replace the one unit. It is a maintenance and efficiency issue. He said there will be one thermostat per unit. It also makes conversion to condominiums easier.

MS. WALLRICH stated the following unit types are proposed:

- 44 two bedroom, two bath units with square footages of 1,286 – 1,356
- 4 two bedroom, two bath units with a study with square footages of 1,616
- 4 one bedroom, one and a half bath units with square footages of 1,073
- 20 one bedroom, one bath units with square footages of 924 – 987

She noted all units exceed the minimum size requirements.

MS. WALLRICH stated on the first floor, there will be landscaping trained against the wall on the parking garage. Staff wanted to see something that broke up the expanse of each façade through the articulation and the insets and the outsets of the building and the undulating roof line and the modulating berm across the front. There is a pergola structure over both entrances on the east and west side. The terrace over the garage is 47 x 93 feet. This is a common terrace for everyone to enjoy. The outside corner units have wrap-around balconies. The standard balconies are 13 x 6 feet.

MS. WALLRICH added that one of the considerations when you look at the R-5 district is that the maximum building height is 35'. The existing condos on Greenway Boulevard are 62' tall. When this was originally approved in 2000, there was an allowance in building height from 3 stories to 4 stories along with underground parking. Later, in the agreement it mentions 56' in height; subsequent to that the buildings were built at 62'. It is important to look at the scale of these buildings in relationship to those buildings. In the proposed structure at the tallest peak over the entrances it is 71' but building height is defined as the mean height. In that case, the tallest roof would be 65' and the most predominant thing you would see is the ridge at 64' which is 2' taller than the existing condos. When you judge height, it is the perception from the street from the pedestrian scale that is important. .

COMMISSIONER KRONER asked about building setbacks. These existing buildings average 24-30', an average of 27' plus or minus 3 feet with a variance of 11% rounded to 10%. He said the developer is asking us to go to a 14' setback in some instances. To keep consistent with the units around there, the developer is proposing plans with 14-36' building setbacks. This is 25' plus or minus 11' or a variance of over 40%. MS. WALLRICH replied it is not so much the average because the way the Urban Design Overlay District is written it encourages the buildings to be closer to the street. The intent of the District

is to make sure the automobile and parking is not dominating the streetscape. In terms of setbacks, the ordinance states a maximum of 20'. The existing buildings have a maximum of 34' which is 14' further back from the ROW. The buildings being proposed here are 16' beyond the maximum of 20', so there is only 2' difference between the setback of the proposed structures and the existing condos. She noted that a 14' setback meets code and anything under 20' meets code. She added that this is not a straight zoning issue, because the property is part of a PUD and you have to consider the context of what is already constructed in the area. The existing structures are 2' less in height and 2' less in setback. The predominant horizontal line of the proposed building is 64' and the predominant horizontal line of the existing building is 62'. The setback of these buildings is 14' out of maximum conformance which is in code. She also noted how buildings curve along Magnuson Lane will mitigate the scale and setback of those buildings.

MS. WALLRICH noted the exceptions that the Plan Commission needs to consider would be building height and building setbacks. The other structure on site is the clubhouse. Staff felt the original proposed elevation of the clubhouse was not consistent with the architecture proposed on the residential buildings. The architect was asked to modify the east facade to reflect more of a street presence. The building materials are consistent with the residential structures and the clubhouse measures 19' in height.

MR. SHALVIS gave a presentation on the building materials. The proposed plans call for using precast panels with embedded thin brick on the façades.

COMMISSIONER KRONER asked what type of construction materials were used on the existing buildings on Greenway Boulevard. He inquired about using pre-cast on the proposed buildings.

MR. SHALVIS stated the existing buildings are brick and block. The proposed buildings are using precast because of the quality of material and speed and time of construction. This will be a true brick on the exterior. You could not build the proposed buildings the way the existing buildings were built. The clubhouse will be a brick and block construction. He stated he has built other luxury buildings with this type of construction and they are beautiful. The precast is more expensive but will take less time. He added the precast shell is \$7.5 million.

ANDREA CROWLEY, Griffin & Gallagher, LLC, attorney on behalf of the developer, gave a presentation regarding the proposed development. She stated this Project is on a piece of property that currently supports the zoning. She stated they are not asking for any deviations from the density that was approved. She stated constructing the two (2) buildings looks better than what was originally proposed. She noted a Market Study was done and was made available to Staff just prior to the meeting.

KARLI MAYHER, KJM-Vandenberg Brookside Joint Venture, developer, gave a presentation regarding the proposed development. She stated the rents will be from \$1,500 to \$2,500 based on the other rents in the area.

COMMISSIONER MOYLAN asked about the 3% vacancy rate in Orland Park at the 9750 apartment building.

COMMISSIONER SHAW asked about the current plan and whether it is a single-phase development. He also asked if the proposed amenities will be what is truly offered and if they will be available to the first occupants versus being added later on. He noted the hallways seem very long and straight. He asked if this be 100% rental and are there any plans to convert to condo at a later date if the market changes? Lastly, he asked about the height of the parking.

MS. MAYHER responded that these are the amenities and they will be there right from the start. There are no plans to convert to condos in the future but it would be possible. The units are all self-contained.

MR. SHALVIS responded that the hallways will have areas that will break up the hallways with seating areas and elevators. The parking height was raised to 13'.

COMMISSIONER KRONER asked about public transportation and proximity to the train stations. He also noted he would really like to see the Market Study.

MS. MAYHER replied that people could use bikes to get to the train station.

MS. WALLRICH stated that the Village is looking at plans to extend the bike trails in the area and there will be future bike improvements along 80th Avenue.

COMMISSIONER KAPPEL asked about the anticipated construction schedule. She noted that she would like to see details on the pool fencing prior to the Public Hearing.

MS. MAYHER stated they would like to break ground this fall and the construction would take 10 to 12 months. She noted the pool will be fenced in.

COMMISSIONER JANOWSKI asked why the 2014 proposal was not approved. He said he looked at the Plan Commission minutes from that time and there was nothing in the minutes.

MS. WALLRICH replied that the issue was related to the pipeline on the property and it never went further.

COMMISSIONER SHAW asked about security cameras.

MS. MAYHER stated there will not be security cameras; all the residents will have key fobs. There will be a system at the main entrance where you can be buzzed in with your cell phone.

RECEIVE COMMENTS FROM THE PUBLIC

Resident #1- Had comments regarding the Pumping Station in his back yard. He stated a request to go from 3 stories to 4 stories never got to a vote. If it didn't get to 4 stories it didn't require an elevator. They were concerned about set back from the people. He felt it was odd that this was all approved in 1990 but never voted on. On Pumping station itself – there are major swale issues. That building was put up 10 ft. higher than what it was approved for. Foundation poured 10 ft. too high and it was determined at that point that it's too to change. 100 year flood plane in our back yard adding 10 ft. where this apartment building is, what will that do? It is already a cyclone there, what will that do to rain. No one here on this board can say a rental community in Tinley Park is good. He is concerned about residents on the 4th floor looking in his window. He questioned what is going to happen with schools? He felt it would be difficult to try to get tax dollars out of people who don't live here.

Resident #2 – Treasurer of Homeowners Association. He asked if the negotiations on PUD, includes the issue of ownership vs. rental. Is that something that has to be a variance? He stated that the reason he moved to Brookside Glen was because of all the amenities it had to offer and rental was not one of them. He feels that bicycling to the train is not going to happen. He felt that at \$1500 To 2500 rents anyone can get a home in Brookside Glen, so how can they command those rents.

Resident #3 – Stated they reside in a townhouse adjacent to the property right across from the proposed parking lot. An influx of 144 to 300 transient residents in our community does not support the mission or core values of what we built and tried to maintain for so many years. They stated they oppose the construction of 144 units that will bring people to our community who are not invested.

Resident #4 – Questioned if this project is on the White Board?

Resident #5 – Stated that this project has not been mentioned before. He mentioned that on March 9th he attended a meeting on 80th Ave. improvements and asked someone from the building department if there were any plans for this property. Person said no one has shown interest in this land.

Resident #6 – stated that the 2014 US Census indicates a population of 57280 in Tinley Park , and 58,656 in Orland Park; the number of rental units in Orland Park is 1621, the number of rental units in Tinley Park is 2654. He noted that with 1000 more rental units the Village is saturated with rental units. He feels that rental units have an impact on property values. Too many renters stagnate or decrease home values. This is unfair to the Brookside Glen Community to have more renters. I ask that you side with the homeowners rather than one builder.

Resident #7 – Echoed comments by other residents – and expressed concerns on the part of the Commission to look at the Market Study. He stated that when the density was approved in 1990 – none of the Commissioners were around then. What was approved in 1990 has no bearing on what is happening now. What is the purpose of the Plan Commission?
Can this support \$1500 – 2500 per month rent?

ATTORNEY CONDON noted this Commission has Limitations of Section 7 relating to PUD

Resident #3 (AGAIN) – Section 7, sub section 2J, dictates it has to be within public interest. The fact that this is above the current Ordinance in height, means we can say we do not prefer it. I would like to change it and have it set back 24 ft.

Resident #8 – There is a substantial deviation from the plan. The primary justification seems to be if you do not deviate from the plan you will not be able to build this? The resident stated the project has a direct impact on them; they areas close to it as you can be. There may be a lighting nuisance. A large platform

parking garage will be about 50 yards from where I live and probably about as tall as my townhouse. I will lose any sense of privacy. This will reduce my property values. My back deck is right there. There are really strict guidelines in our HOA. Will the guidelines apply to this complex?

Resident #9 – The addition of 144 cars in our neighborhood will be a hazard to the children in the neighborhood.

Resident #10 – Why is the dog park right behind our property?

Resident #11 – I live on the east side of OP Avenue. The amount of homes for sale in Tinley Park now is 499. There are 2000 rental units. Homes and condos are being rented out. There are abandoned and foreclosed homes. Why will someone come back and rent a luxury apartment in Tinley Park? When you do the Market Analysis, please note all the rentals in TP. Please listen to the citizens. Delay the next meeting because of the June 1st graduation.

Resident #12 – VP of Condo Assn. On the special use Permit five of the issues fail to meet the criteria for this Site Plan. Ingress and egress traffic out of this subdivision is impossible. Once the bridge is completed this will make it worse. There are only 2 entrances.

Resident #3 (Again) - There will be a 232% increase in residential living units for one single entrance and exit.

Resident #13 – 2 huge buildings are not good to look at.

Resident #14 – Will there be a signal needed on 191st and Magnuson? Another traffic study needs to be done – times have changed from the last study. Will the Village be responsible for snow removal? Does the developer own the section to the East? Have you considered Village costs for the future? Police, fire, Public Works...we will be covering that cost value.

Resident #15 – Are there any other complexes in TP that have an in-ground pool? I ask for safety sake? Will the developer have liability insurance?

Resident #16 - Graduation is on June 1, you are missing out on 200 families. The next meeting needs to be rescheduled for 4 weeks.

ADJOURNMENT

There being no further business, a Motion was made by COMMISSIONER MOYLAN, seconded by COMMISSIONER KAPPEL, to adjourn the Regular Meeting of the Plan Commission of May 18, 2017 at 10:30 p.m. The Motion was unanimously approved by voice call. PLAN COMMISSION CHAIRMAN MATUSHEK declared the meeting adjourned.



PLAN COMMISSION STAFF REPORT

June 1, 2017

Parallel Verizon Cell Tower Site Plan Approval & Special Use Permit 6775 Prosperi Drive

Applicant

Kathleen Groark of Insite, Inc. as agent for PI Tower Development LLC, Parallel Infrastructure, and Verizon Wireless

Property Location

6775 Prosperi Drive
(SE Corner of the Site)

PIN

31-06-400-002-0000

Zoning

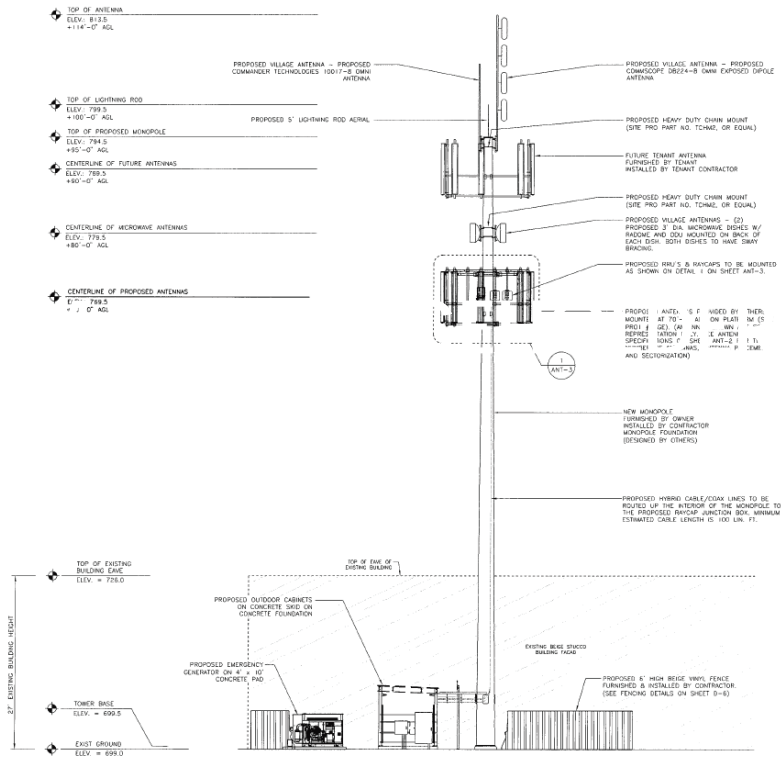
ORI (Office and Restricted Industrial)

Approvals Sought

Site Plan Approval,
Special Use Permit, and a
Variance

Project Planner

Stephanie Kisler, AICP
Planner I



EXECUTIVE SUMMARY

The Applicant, Kathleen Groark of Insite, Inc. as agent for PI Tower Development LLC, Parallel Infrastructure, and Verizon Wireless, is seeking a Special Use Permit for a new personal wireless service facility (cell tower) in the southeast corner of the site at 6775 Prosperi Drive in the ORI (Office and Restricted Industrial) Zoning District. Additionally, the Village of Tinley Park proposes to co-locate antennas on the aforementioned cell tower which brings the overall height of the cell tower to one hundred fourteen feet (114'); therefore, the Applicant also requests a fourteen foot (14') Variation from Section III.V.2.a. of the Zoning Ordinance where the maximum allowable height for a personal wireless service facility, which is one hundred feet (100').

The proposed cell tower stands ninety-five feet (95') tall at the top of the monopole and one hundred feet (100') tall at the top of the lightning rod. Additionally, the Village has requested to add antennas at the top of the structure, which would result in a total height of one hundred fourteen feet (114'). The proposed Verizon antennas would be at a height of about seventy feet (70'). The proposed cell tower would primarily serve the amphitheatre and adjacent roadways (I-80, Oak Park Avenue, Harlem Avenue, Ridgeland Avenue, 191st Street). Additionally, the cell tower can accommodate at least one other co-location on the monopole in the future.

UPDATES FROM THE 5/18/2017 STAFF REPORT ARE IN RED

EXISTING SITE

The Applicant proposes to locate the new cell tower at the southeast corner of the site. The site is owned by Community Services Foundation (CSF), which is a nonprofit agency that provides services to individuals with intellectual disabilities and chronic mental health disorders.

The site (shown in yellow below) was constructed in the early 2000s. The site includes a 40,000 ± square foot building, about 50 parking spaces, landscaping, and a retention pond.

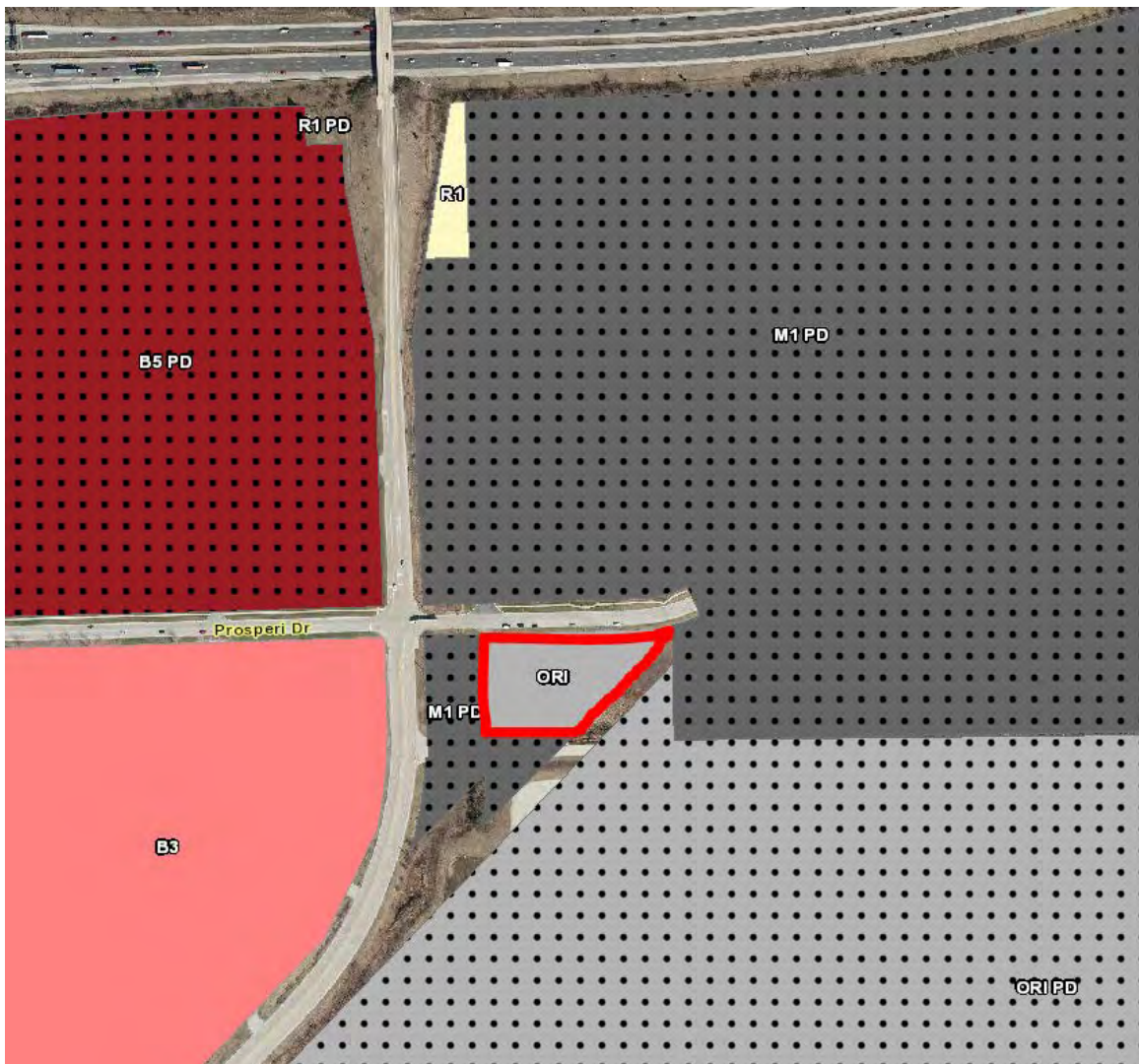


ZONING & NEARBY LAND USES

The site (pictures with a red border below) is zoned ORI, which stands for Office and Restricted Industrial. The purpose of this zoning district is to provide land for medium to large office buildings, research activities, and non-objectionable industrial activities which are attractively landscaped and designed to create a “park-like” setting. The low intensity and limiting restrictions are intended to provide for permitted uses which will be compatible with adjacent residential and commercial developments.

The site is also within the Urban Design Overlay District (UD-1), which is intended to establish and promote specific design standards concerned with the character and placement of non-residential buildings within the district, including parking and other accessory uses, as well as the role and nature of the spaces between the buildings and the public streets. The intent of this district is to create development patterns that accommodate the automobile, but are primarily designed to promote non-motorized and public transportation movements to, within, and among properties. This particular site was constructed prior to the adoption of UD-1.

Surrounding zoning includes M-1 (General Manufacturing) to the north, west, and east, and ORI and M-1 to the south. Business zoning districts are located further to the west. The closest residential structure is about 2,000 feet away (located north of I-80).



PROPOSED SITE PLAN

The Site Plan includes the proposed cell tower and the related ground equipment, a six foot (6') tall vinyl privacy fence around the ground equipment, and improvements to landscaping.

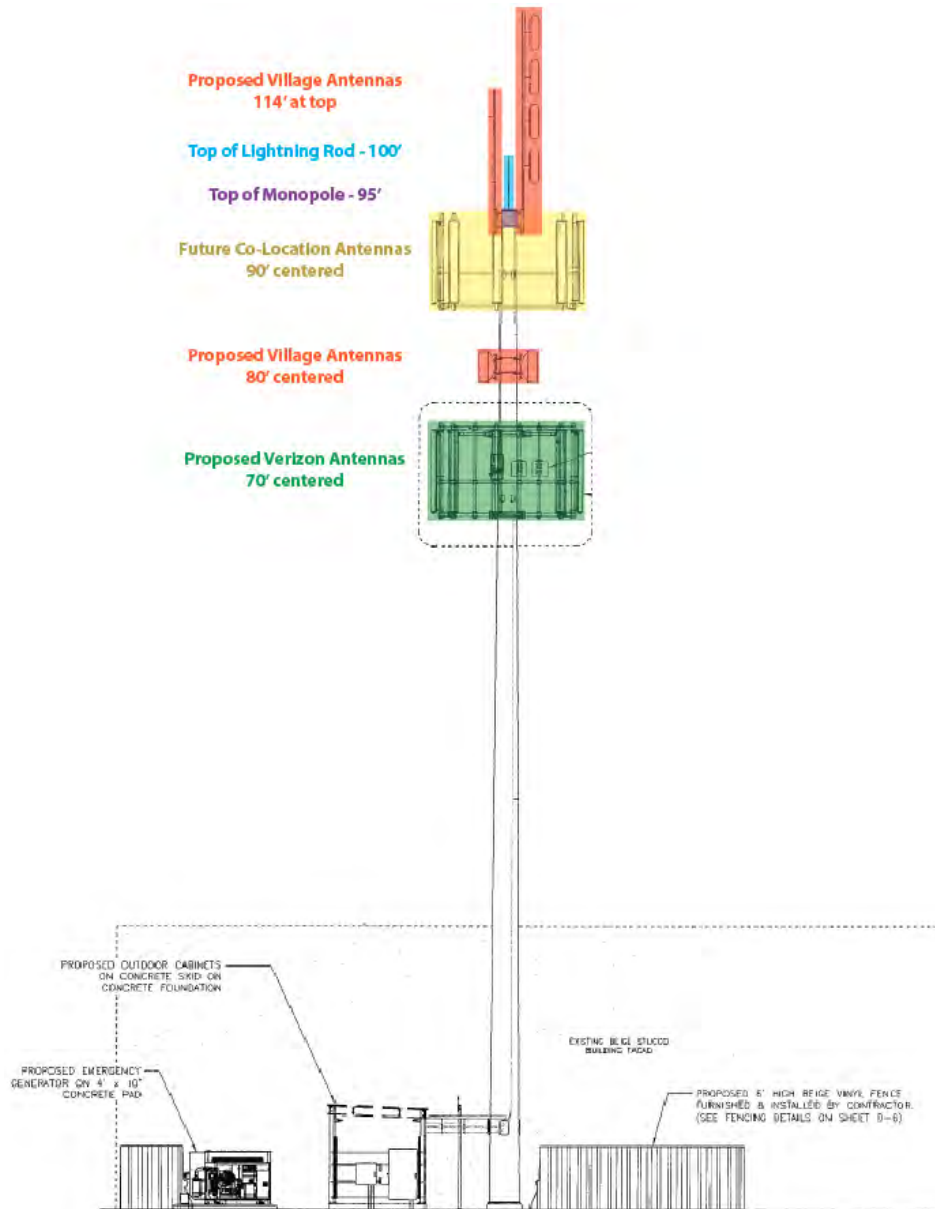


Proposed Site Plan for Personal Wireless Service Facility Overlaid on Aerial Image



Staff's Rendering of the Proposed Cell Tower Site

The proposed cell tower will have Verizon antennas centered at seventy feet (70') and three antennas for the Village of Tinley Park: one centered at eighty feet (80') and two at the top of the monopole with a maximum height of one hundred fourteen feet (114'). There is also room for a future co-location at ninety feet (90').



Proposed Elevation Showing Different Antennas in Color

There will be an emergency generator and equipment cabinets at the base of the monopole. The Applicant has included a six foot (6') tall beige vinyl privacy fence. The Plan Commission may wish to consider requesting the Applicant increase the fence height to eight feet (8') tall to provide maximum screening of the ground equipment. The Zoning Ordinance allows up to eight foot (8') tall fencing when screening open storage (Section III.N.1.b.(5.)(a.)(iii.)). Since the intent of the Applicant's privacy fence is to screen the equipment at the base of the monopole, a taller fence will aid in achieving optimal screening.

Open Item #1: Consider increasing the height of the vinyl privacy fence to eight feet (8').

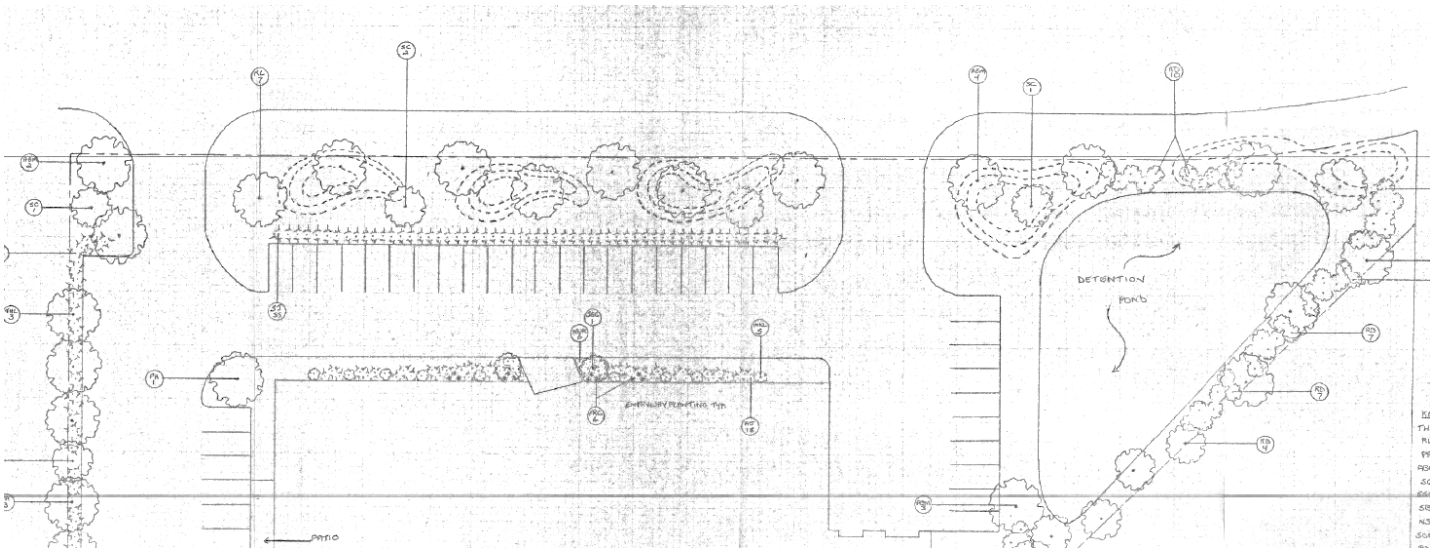
The Applicant agreed to increase the height of the vinyl privacy fence to eight feet (8') at the Plan Commission meeting on May 18, 2017.

LANDSCAPING

Staff notes that there is existing vegetation surrounding the site, which provides additional screening toward the subject site for the proposed cell tower. The Village's Landscape Architect recommends concentrating on the landscaping in the north bufferyard (closest to Prosperi Drive) that has not been maintained over time. The Applicant has been directed to work with the property owner to make improvements to the landscaping per the previously approved Landscape Plan. However, the Village's Landscape Architect reviewed the original Landscape Plan and offers two suggestions for changes: (1) update the cultivar of crabapple they are specifying because there are better options currently; (2) rather than doing a solid row of junipers along the edge of the parking lot, they need to break that up with other groupings of deciduous shrubs mixed in there as well so that there is not a solid evergreen wall.

Open Item #2: Update the Landscape Plan to reflect improvements to the north bufferyard per the original Landscape Plan and suggestions from the Village's Landscape Architect.

The Applicant is working with the property owner to make the necessary landscape improvements to the north bufferyard. The Plan Commission should consider approval of a final Landscape Plan by Staff prior to issuance of a Building Permit as a condition of Site Plan Approval.



SPECIAL USE PERMIT REQUEST

Personal Wireless Service Facilities (cell towers) must have a Special Use Permit per Section III.V.1.b. of the Zoning Ordinance. Section III.V.1.b. states:

- b. Except as provided in Subsection V.1.a above, a **Special Use Permit is required** and may be requested pursuant to the Special Use process set forth in Section X.J for any use that satisfies the definition of personal wireless service facility, as defined herein, **provided that the proposed location satisfies any one of the criteria listed below:**
- (1) The proposed facility is a new structure on Village-owned property pursuant to an agreement with the Village and further provided that such facilities are so designed so as to allow and encourage co-location by other potential users;
 - (2) The proposed facility is a new structure and is on property owned by a municipal body or district (e.g. library district, park district, school district, etc.). The Petitioner must perform its due diligence and demonstrate there are no locations available that satisfy the criteria provided in V.1.a and V.1.b(1) above;
 - (3) The proposed facility is within the M-1 General Manufacturing District and (a) **is not within one thousand (1,000) feet of a Residential Zoning District**, or (b) **is separated from Residential Zoning Districts by a freeway or principal arterial** as defined by the Village of Tinley Park Comprehensive Plan. Further, the Petitioner must perform its due diligence and demonstrate there are no locations that satisfy the criteria provided in V.1.a, V.1.b(1) and V.1.b(2) above. If any such locations do exist, the Special Use Permit may be denied; and
 - (4) The proposed facility is attached to an existing structure within a non-residential or non-historic District. The Petitioner must perform its due diligence and demonstrate there are no locations that satisfy the criteria provided in V.1.a, V.1.b(1), V.1.b(2), and/or V.1.b(3) above. If any such locations do exist, the Special Use Permit may be denied.

The Zoning Ordinance does not provide explicit direction for new cell towers on sites that are not on property owned by a municipal body or district and properties that are not zoned M-1. In this instance, Staff determined that a Special Use Permit should be considered for the project so that the proposed cell tower can be properly evaluated by Village Staff, the Plan Commission, and the Village Board.

The proposed cell tower meets the intent of Section III.V.1.b.(3). because is located on a site surrounded by parcels that are zoned M-1 (although the site itself is zoned ORI) and it is about 2,000 feet from residential properties. Additionally, the site is owned by a nonprofit agency. The Applicant did their due diligence and worked with Staff to identify the best option to serve the target area. Regarding the need for the proposed cell tower, Staff is awaiting an additional review by an outside consultant to determine if there is a valid necessity for the cell tower in this area. Staff notes that the Village of Tinley Park has a need for additional antenna equipment to service this area and the Applicant has accommodated the Village's needs on the proposed cell tower.

The Village's Technology Consultant, Max Machuta of Municipal Consulting Services, Inc. provided Staff with an analysis of the proposed cell tower. Mr. Machuta concluded:

“Parallel Infrastructure/Verizon has provided the “*proof of need*” for the Prosperi Drive Tower Site. The area of proposed coverage has an existing need for increased communications capability especially during concerts and other outside events that occur in this area.

Height restrictions are exceeded. The Village requires a maximum height for structures at 100'. The monopole is listed at 95' with the antenna supporting system and antennas rising to a height of 114' overall. The intent of the Ordinance is to regulate the maximum overall height of a structure plus all appurtenances.

The Village requested collocation on the top of the structure to support Village communication requirements. The Village antennas must be placed in a location that is not impeded by other appurtenances on the structure.

The tower design, site plan layout and usage have been provided and meet the needs of the site and site users.

Upon completion of the build out the Applicant shall conform to the site safety plan requirements for both RF (MPE) radiation and physical site safety documentation and signage. A statement must be included in the "Site Plan" that states compliance to this requirement.

The Site Plan and application meet the requirements of the 1996 Telecommunications Act as provided in Appendix "A" appended."

VARIANCE REQUEST

Personal Wireless Service Facilities (cell towers) are limited to a maximum height of one hundred feet (100') per Section III.V.2. of the Zoning Ordinance. The proposed monopole, lightning rod, and necessary equipment for the Verizon antennas meet the height limitation. The Village of Tinley Park has requested to install necessary antennas, one of which is at a height of eighty feet (80') and the others are at the top of the monopole and bring the overall height of the cell tower structure to one hundred fourteen feet (114').

According to the Village's Technology Consultant, Max Machuta of Municipal Consulting Services, Inc., the Village needs the new antennas because:

1. The Village requires additional coverage for the VHF Police, Fire and Public Safety Systems in the area to assist in communications for the Amphitheater and shopping complex adjacent to Harlem Avenue south of I-80. The proposed antenna site placement provides coverage for this area.
2. The Village is implementing a new system for the Water and Sewer Department. One major issue is the ability to transmit data from the site at 183rd Street and Ridgeland Avenue to the primary collection site at the 84th Avenue Water Tower. Additionally, this site will house the South Side Water Meter Monitoring System.
3. The placement of antennas is critical to the success of the site transceivers and microwave path systems. The antennas utilized by the Village for transceivers are omni-directional and require placement in a location that is not obstructed by other tower antennas or mounting hardware. The microwave dish placement is critical to where no obstructions of any type are in the path of the dishes on each. Therefore, open clearance on the tower is required as well as appropriate height to clear buildings and tree line tops. *Note: The antennas are built in a manner called "shorted dipole" to prevent static discharge for lightning suppression.*
4. A cell-carrier tower is built to house cellular frames designed to hold multiple (sectorized) antennas (antennas that radiate 120 degrees) in a horizontal pattern encumbering ten feet (10') of vertical space on the structure with five feet (5') of vertical separation between frames. The Village is required to utilize space that will not obstruct the cellular frames or radiation patterns. Due to the length of the Village's antennas, the space above all other frames at the top of the monopole is ideal because it allows for antennas that are longer than eight feet (8') in length.

The Village's Technology Consultant also added that the study that was performed indicated that these heights were acceptable. By placing the antennas in this geographic location at the specified heights it will dramatically improve the radio communications (voice and data) in this area of the Village.

In summary, Staff notes that the variance request is due to the Village's need for improved coverage and the proposed locations of the Village's antennas will adequately provide the necessary improvements without interfering with cellular carriers elsewhere on the monopole.

SUMMARY OF OPEN ITEMS

Staff has identified the following open items for discussion at the workshop:

1. Consider increasing the height of the vinyl privacy fence to eight feet (8').
 - The Applicant has agreed to install an eight foot (8') tall fence instead of a six foot (6') tall fence around the ground equipment site.
2. Update the Landscape Plan to reflect improvements to the north bufferyard per the original Landscape Plan and suggestions from the Village's Landscape Architect.
 - The Applicant will work with the property owner to complete the necessary landscape improvements to the north bufferyard.

STANDARDS FOR SITE PLAN APPROVAL

Section III.T.2. of the Zoning Ordinance requires that Planning Staff must find that the conditions listed below must be met.

- a. That the proposed Use is a Permitted Use in the district in which the property is located.
 - The Applicant is seeking a Special Use Permit to allow the use of a personal wireless service facility.
- b. That the proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses.
 - The proposed plans locate the cell tower to the southeast of the existing light industrial building. The proposed location screens the base of the cell tower from Prosperi Drive and Oak Park Avenue. Existing natural landscaping and the proposed privacy fence will aid in screening the ground equipment from adjacent uses.
- c. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient, and convenient movement of traffic, not only within the site but on adjacent roadways as well.
 - The proposed cell tower will be accessed through a driveway that connects to the existing parking lot.
- d. That the Site Plan provides for the safe movement of pedestrians within the site.
 - The proposed plans do not reflect any changes to the site that would impede pedestrian safety. The south side of Prosperi Drive does not have sidewalks.
- e. That there is a sufficient mixture of grass, trees, and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses and will provide a pleasing appearance to the public; any part of the Site Plan area not used for buildings, structures, parking, or access-ways shall be landscaped with a mixture of grass, trees, and shrubs.
 - The existing natural landscaping and the proposed privacy fence will aid in screening the ground equipment from adjacent uses. The Applicant is working with the property owner to make improvements to the landscaping in the north bufferyard. Over time, the original landscaping in that area was not properly maintained.
- f. That all outdoor trash storage areas are adequately screened.
 - The Applicant is not proposing any outdoor trash enclosures for the cell tower site.

STANDARDS FOR A SPECIAL USE

Section X.J.5. of the Zoning Ordinance lists standards that need to be considered by the Plan Commission. The Plan Commission is encouraged to consider these standards (listed below) when analyzing a Special Use request.

X.J.5. Standards: No Special Use shall be recommended by the Plan Commission unless said Commission shall find:

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
 - The proposed cell tower will provide necessary cellular reception to the vicinity. Additionally, it will allow for Village antennas to improve municipal communications. The proposed cell tower is about 2,000 feet from residential uses.
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
 - The proposed cell tower will enhance cellular coverage in the vicinity. This will help concert-goers and passersby communicate effectively.
- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
 - The property at 6775 Prosperi Drive is already developed. Other adjacent properties are also already developed, except for an unincorporated parcel about 1,500 feet to the east. This parcel would likely be zoned ORI or M-1 in the future when it is annexed in order to be compatible with the existing zoning patterns.
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
 - The existing site is currently served by utilities, access, and drainage. The proposed improvements will not increase the need for additional access. Any improvement to existing utilities or drainage will be required as part of the building permit approval process.
- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
 - The existing site provides the necessary ingress and egress to reach the proposed cell tower.
- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.
 - The proposed cell tower meets all applicable codes other than the maximum height, which is a consequence of the Village's antennas at the top of the monopole. A Variation is requested for the increase in height.
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.

- The proposed cell tower will provide for better cellular coverage for the citizens and passersby, including concert-goers. The proposed cell tower also supports the Village's music brand by enhancing service to the musicians and concert-goers at the nearby amphitheatre.

It is also important to recognize that a Special Use Permit does not run with the land and instead the Special Use Permit is tied to the Applicant. This is different from a process such as a variance, since a variance will forever apply to the property to which it is granted. Staff encourages the Plan Commission to refer to Section X.J.6. to examine the conditions where a Special Use Permit will expire.

STANDARDS FOR A VARIATION

Section X.G.4. of the Zoning Ordinance states the Plan Commission shall not recommend a Variation of the regulations of the Zoning Ordinance unless it shall have made Findings of Fact, based upon the evidence presented for each of the Standards for Variations listed below.

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the district in which it is located.
 - The requested Variation allows the Village of Tinley Park to place antennas at the top of the monopole. The proposed cell tower meets all other Village codes because the monopole stands 95' tall with a 5' tall lightning rod for a total of 100' which is the maximum allowable height. The Village requires the additional 14' in height to accommodate the antennas to meet municipal communication needs.
2. The plight of the owner is due to unique circumstances.
 - The request for the increase in height is unique because it is for the benefit of the Village's communications. The antennas added beyond 100' are for the Village's use.
3. The Variation, if granted, will not alter the essential character of the locality.
 - The Variation will not alter the character of the area because the area is predominantly commercial/industrial. The base of the proposed cell tower will be adequately screened. The closest residential property is over 2,000 feet away
4. Additionally, the Plan Commission shall also, in making its determination whether there are practical difficulties or particular hardships, take into consideration the extent to which the following facts favorable to the Applicant have been established by the evidence:
 - a. The particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out;
 - b. The conditions upon which the petition for a Variation is based would not be applicable, generally, to other property within the same zoning classification;
 - c. The purpose of the Variation is not based exclusively upon a desire to make more money out of the property;
 - d. The alleged difficulty or hardship has not been created by the owner of the property, or by a previous owner;
 - e. The granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; and
 - f. The proposed Variation will not impair an adequate supply of light and air to an adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood.

The Plan Commission must provide findings for the first three standards; the remaining standards are provided to help the Plan Commission further analyze the request.

RECOMMENDED MOTION

If the Plan Commission wishes to take action, an appropriate wording of the motions would read:

Site Plan Approval:

“...make a motion to grant the Applicant, Kathleen Groark of Insite, Inc. as agent for PI Tower Development LLC, Parallel Infrastructure, and Verizon Wireless, Site Plan Approval for ground equipment accessory to a personal wireless service facility (cell tower) at 6775 Prosperi Drive within the ORI (Office and Restricted Industrial) Zoning District in accordance with plans as noted on the List of Reviewed Plans within the Staff Report. The Plan Commission also adopts the Standards for Site Plan Approval proposed in the Staff Report and discussed at this meeting.”

...with the following conditions:

1. *That the Applicant installs an eight foot (8') tall vinyl privacy fence around the ground equipment.*
2. *That the final Landscape Plan be approved by Village Staff prior to release of the Building Permit.*
3. *[any conditions that the Commissioners would like to add]*

Special Use Permit:

“...make a motion to recommend that the Village Board grant a Special Use Permit to the Applicant, Kathleen Groark of Insite, Inc. as agent for PI Tower Development LLC, Parallel Infrastructure, and Verizon Wireless, for a personal wireless service facility (cell tower) at 6775 Prosperi Drive within the ORI (Office and Restricted Industrial) Zoning District. The Plan Commission also adopts the Findings of Fact proposed in the Staff Report and discussed at this meeting.”

...with the following conditions:

1. *[any conditions that the Commissioners would like to add]*

Variation:

“...make a motion to recommend that the Village Board grant the Applicant, Kathleen Groark of Insite, Inc. as agent for PI Tower Development LLC, Parallel Infrastructure, and Verizon Wireless, a fourteen foot (14') Variation from Section III.V.2. of the Zoning Ordinance where the maximum allowable height for a personal wireless service facility (cell tower) is one hundred feet (100'). This Variation will allow the cell tower to be maximum height of one hundred fourteen feet (114') in order to accommodate the Village of Tinley Park's antennas at the top of the monopole. The Plan Commission also adopts the Findings of Fact proposed in the Staff Report and discussed at this meeting.”

...with the following conditions:

1. *[any conditions that the Commissioners would like to add]*

LIST OF REVIEWED PLANS

Submitted Sheet Name		Prepared By	Date On Sheet
T-1	Title Sheet	Cellco	5/1/2017
C-1	Overall Site Plan	Cellco	5/1/2017
C-1.1	Site Plan	Cellco	5/1/2017
C-2	Enlarged Sheet Plan	Cellco	5/1/2017
C-2.1	Demolition Plan and Notes	Cellco	5/1/2017
C-3	Equipment Concrete Skid Foundation Plan	Cellco	2/9/2017
C-4	Generator Foundation Details	Cellco	3/16/2017
C-4.1	Gas Piping Details	Cellco	5/1/2017
ANT-1	Tower Elevation and Notes	Cellco	5/1/2017
ANT-2	Antenna Information	Cellco	1/27/2017
ANT-3	Antenna Information	Cellco	3/13/2017
ANT-4	Antenna Information	Cellco	1/27/2017
ANT-5	Antenna Information	Cellco	2/9/2017
EQ-1	Equipment Concrete Skid Floor Dimension Plan	Cellco	2/9/2017
EQ-2	Equipment Concrete Skid Elevations	Cellco	1/27/2017
EQ-3	Equipment Concrete Skid Elevations	Cellco	1/27/2017
D-1	Site Grounding Plan and Notes	Cellco	5/1/2017
D-2	Site Grounding Profile	Cellco	1/27/2017
D-3	Site Details	Cellco	2/9/2017
D-4	Grounding Details	Cellco	2/9/2017
D-5	Grounding Details and Notes	Cellco	1/27/2017
D-6	Fencing Details	Cellco	5/1/2017
E-1	Utility Site Plan and Notes	Cellco	5/1/2017
E-1.1	Utility Site Plan and Notes	Cellco	5/1/2017
E1.2	Generator Utility Routing Plan	Cellco	5/1/2017
E-2	Utility Routing Profile and Notes	Cellco	3/16/2017
E-3	Concrete Skid Utility Details	Cellco	1/27/2017
E-4	H-Frame and Trench Details	Cellco	1/27/2017
SP-1	Specifications	Cellco	1/27/2017
SP-2	Specifications	Cellco	1/27/2017
P-1	Site Photos	Cellco	1/27/2017
NTC-1	Notice To Contractors	Cellco	2/9/2017
NTC-2	Notice To Contractors	Cellco	2/9/2017
LS-1	Lessee	Cellco	5/1/2017
LS-1.1	Lessee	Cellco	5/1/2017
LS-1.2	Lessee	Cellco	5/1/2017
1.0	Manufactured Skid Data Sheet	Fibrebond	4/7/2016
1-1	Floor Plan	Fibrebond	4/7/2016
1-2	Roof View	Fibrebond	4/7/2016
1-3	Elevation A	Fibrebond	4/7/2016
1-4	Elevation C	Fibrebond	4/7/2016
1-5	Elevation B & D	Fibrebond	4/7/2016
1-6	Elevation E	Fibrebond	4/7/2016
1-7	Elevation F	Fibrebond	4/7/2016
1-8	OVP & RRH Cable Roof View	Fibrebond	4/7/2016
1-9	OVP & RRH Cable Elevations	Fibrebond	4/7/2016
2-1	Electrical Schematic #1	Fibrebond	4/7/2016
2-2	Electrical Schematic #2 – ATS	Fibrebond	4/7/2016
2-2.1	Electrical Schematic #2 – ATS/MTS	Fibrebond	4/7/2016

Submitted Sheet Name		Prepared By	Date On Sheet
2-2.2	Electrical Schematic #2 – Camlock	Fibrebond	4/7/2016
2-3	Electrical Schematic #3	Fibrebond	4/7/2016
3-1	Alarm Wiring #3	Fibrebond	4/7/2016
3-2	Alarm Wiring #2	Fibrebond	4/7/2016
4	Item List	Fibrebond	4/7/2016
5-1	Grounding Roof View	Fibrebond	4/7/2016
5-2	Grounding Roof View	Fibrebond	4/7/2016
5-3	Grounding Elevation “A”	Fibrebond	4/7/2016
5-4	Grounding Elevation “C”	Fibrebond	4/7/2016
5-5	Grounding Elevation “B&D”	Fibrebond	4/7/2016
5-6	Grounding Elevation “E”	Fibrebond	4/7/2016
5-7	Grounding Elevation “F”	Fibrebond	4-7-2016
5-8	Misc Details	Fibrebond	4/7/2016
6	Misc Details	Fibrebond	4/7/2016
7-1	Foundation Plan Round Pier	Fibrebond	4/7/2016
7-2	Foundation Plan Slab Configuration	Fibrebond	4/7/2016
7-3	Foundation Plan Gravel or Compacted Soil	Fibrebond	4/7/2016
7-4	Foundation Plan Square Pier	Fibrebond	4/6/2016
8-1	Roof, Stair & H-Frame Options	Fibrebond	4/6/2016
8-2	Handrail Options	Fibrebond	4/6/2016
	LED Wall Pack Lighting Features & Specifications	Lithonia	No date on sheet
	LED Wall Pack Photometric Diagrams	Lithonia	No date on sheet



PLAN COMMISSION STAFF REPORT

June 1, 2017

THE RESIDENCE AT BROOKSIDE GLEN SWC of Magnuson Lane and 191st Street

Applicant

Andrea Crowley, on behalf of Karli Mayher and KJM-Vandenberg Brookside Joint Venture

Property Location

SWC of Magnuson Lane and 191st Street

Parcel Size

7.65 ac

Zoning

R-5 PD

Brookside Glen PUD

PINs

19-09-11-200-015-0000

19-09-11-200-013-0000

Approvals Sought

Site Plan Approval, Special Use Permit for a Substantial Deviation from a PUD (which includes exceptions from Zoning Ordinance)

Project Planners

Paula J. Wallrich, AICP
Interim Community Development Director

Stephanie Kisler, AICP
Planner I



EXECUTIVE SUMMARY

The Applicant, Andrea T. Crowley, on behalf of Karli Mayher and KJM-Vandenberg Brookside Joint Venture, seeks Site Plan Approval and a Special Use Permit for a Substantial Deviation from the approved Brookside Glen Planned Unit Development (PUD). The Applicant proposes to construct two (2) multi-family structures with seventy-two (72) one and two bedroom rental units in each building for a total of 144 units.

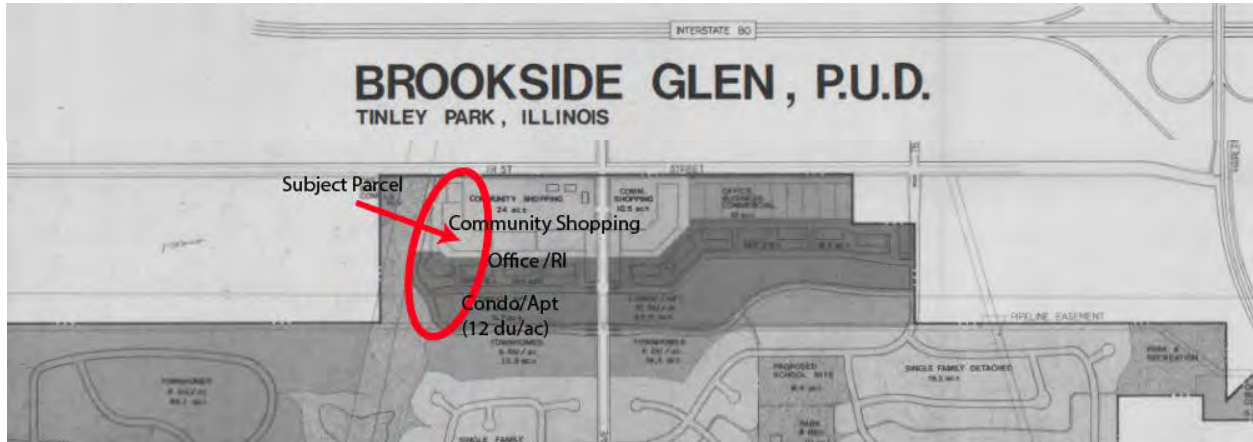
The approved PUD (2000) provided for nine (9) 16-unit structures for a total of 144 units. The density and unit count remain the same as originally approved; however, reducing the number of structures allows for additional green space and amenities such as a club house, pool, cabanas, dog park, outdoor recreation and fitness areas, walking path, grilling areas, arboretum, Frisbee golf, and fire pits. Each unit is provided with an indoor parking space.

The property is zoned R-5 PD (Low Density Residential, Planned Unit Development) and is located in the Urban Design Overlay District. As a PUD, deviations from the Zoning Ordinance are considered exceptions rather than variations; therefore, these exceptions are reviewed in context of the original intent of the PUD rather than strict adherence to the Village's Zoning Ordinance. The following table outlines the exceptions according to the proposed plans:

Exception	Requirement	Proposed
Building Setback	20' maximum	14' - 36'
Parking Setback	25' minimum	TBD
Building Height	56' maximum	62'

UPDATES FROM THE 5/18/2017 STAFF REPORT ARE IN RED

BACKGROUND



Excerpt from the Original Brookside Glen PUD

(A more thorough outline of the chronology for the subject parcel is attached as Exhibit A – Timeline.)

The Brookside Glen Planned Unit Development (PUD) was approved as part of an annexation of 828 acres in 1990. Since that time there have been amendments to the Agreement as well as several PUD modifications and rezonings. This is not atypical for a property of this size that has had to respond to market trends and fluctuating economic conditions over time. The subject property was originally planned for a mixture of commercial, office, restricted industrial, and residential uses (condo/apartments).

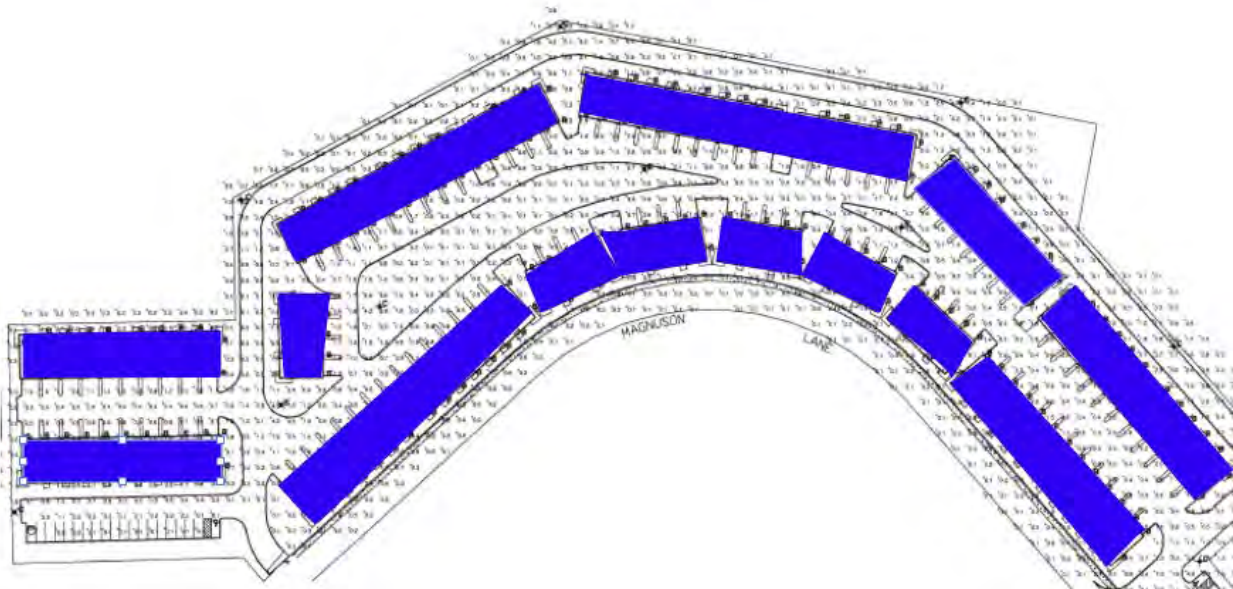
In 2000, a Substantial Deviation from the PUD was approved for nine (9) 4-story, 16 unit condo buildings similar to the housing types that currently exist on Brookside Glen Drive and Greenway Boulevard. This project was never built and, Staff has been unable to locate plans for the project; **however, an exhibit that accompanied the legal notice for this project is provided in the attached timeline (Exhibit A).** Since that time, there have been a few other proposals including a condominium development scheme with nine 8-unit buildings and one 16-unit building (submitted in 2007; see image below). In 2014, a proposal was submitted for 123 units in 17 buildings comprised of between 4 to 15 attached single-family rowhouse dwelling units per building (see image on next page). Neither project was approved.



Existing Condominiums



Proposed Plans from 2007 (by others)



Proposed Plans from 2014 (by others)

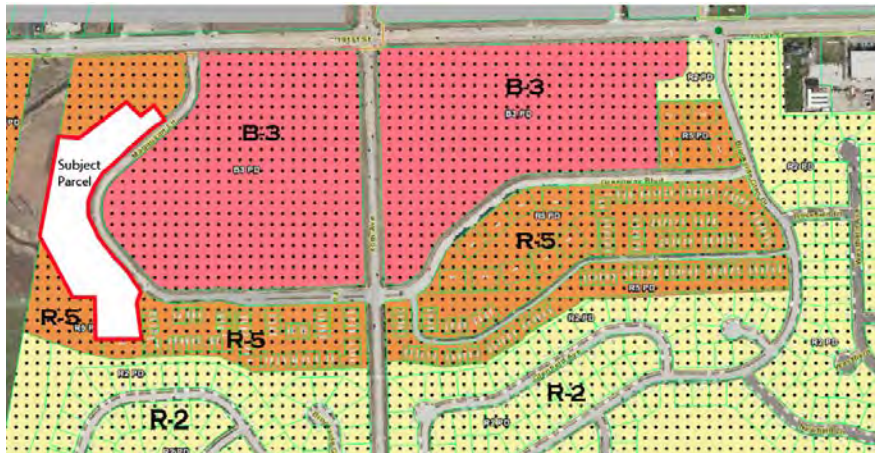
In **February, 2016**, the Village was approached by the Applicant, Karli Mayher, to develop the same 7.65 acre parcel (**application submitted in July 2016**). However, her proposal was for two (2) buildings instead of nine (9), yet maintained the same density (18.8 du/ac) and unit count (144 dwelling units). As part of the Applicant's study of the residential market they discovered that financing for condo developments is becoming increasingly more difficult due to the subprime mortgage crisis and the trend was moving away from home ownership (condos). (**Please see attached articles regarding obtaining mortgages for condominium ownership, <http://www.hsh.com/finance/mortgage/how-to-buy-a-condo.html>, & <http://www.investopedia.com/university/condo-buyers-guide/condo-buyers-guide9.asp> - Exhibit B).**

Tinley Park is becoming more attractive to the young professional wanting luxury housing without the maintenance responsibilities. These renters are looking to live close to public transportation and shopping opportunities. The Applicant is seeking to capitalize on this housing trend and develop upscale rental units that provide modern amenities not commonly found in rental housing. **Please see attached article regarding trends in Multi-Family rental housing, <https://www.bdcnetwork.com/5-intriguing-trends-track-multifamily-housing-game> - Exhibit C).**

Rental developments have been known to struggle with maintaining value over time. There are many examples in the south suburbs that experience a decline in building condition as maintenance costs increase. One way to insulate against such decline is to ensure there is an inherent cost or value to the development that necessitates a certain Rate of Return (ROI) over time. The subject parcel has proposed significant amenities beyond what is expected or required of multi-family developments. Such things as a clubhouse, pool, exercise areas and fitness center, dog park, walking paths, outdoor grilling area, roof decks, and cabanas not only contribute to the overall character of the development but contribute to a higher operating cost that in turn commands a certain lease rate to guarantee an expected rate of return. The Applicant has also referenced market research that indicates that the amenities of a development that distinguish one development from another, thus, increasing its leasing market. **The Applicant has commissioned a market study by Tracy Cross that will be presented at the Public Hearing.**

ZONING, ADJACENT LAND USE, & COMPLIANCE WITH THE COMPREHENSIVE PLAN

The property is zoned R-5 PD (Low Density Residential) and is part of the Brookside Glen Planned Unit Development (PUD). Upon further research by Staff it has been determined that the original PUD approved an R-6 zoning for this property; there is no documentation of rezoning to R-5, see Exhibit A). It is bordered by the ComEd transmission lines to the west, B-3 PD (General Business and Commercial District) to the east, R-5 PD to the south and southeast and R-2 PD (Single-Family Residential) to the far south. The site is located within the Urban Design Overlay District (UD-1) that is intended to “accommodate the automobile, but are primarily designed to promote non-motorized and public transportation movements to, within, and among properties”. UD-1 attempts to create a streetscape that is defined by buildings rather than parking lots.



Graphic Showing Zoning in the Vicinity of the Site

Surrounding land uses include vacant property to the east that is planned and zoned for commercial uses. A municipal pump station is located immediately to the south and a townhome development exists to the southeast with 2-story structures housing 4-6 units. East of 80th Avenue, multi-family uses continue with similar townhomes and 4-story condominium buildings of 16 units each. These structures are designed similarly to the proposed project in that they are effectively 5-story buildings due to the ground floor parking garage. A detention pond is located to the north and functions as a buffer to 191st Street. The Wolverine Pipeline traverses the site (east to west), just north of the proposed dog park.

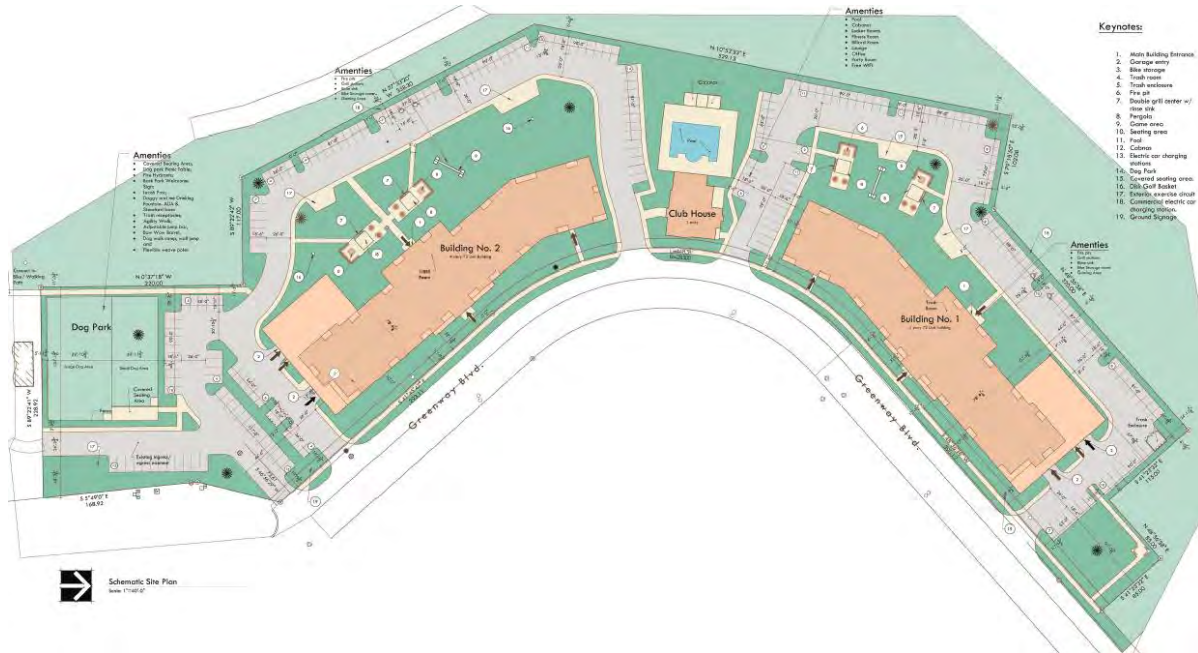


The underlying zoning district of R-5 provides for certain bulk regulations, as does the UD-1. As a Planned Unit Development, deviations from these requirements are considered ‘exceptions’ and are not reviewed as a ‘true’ variation from the Zoning Ordinance; instead, they are reviewed in context of the approved PUD. The Commission may wish to evaluate these deviations using the PUD Standards and Criteria for a PUD (Sections VII.C.1. and VII.C.3). As a Special Use, Staff will provide Findings of Fact at the Public Hearing consistent with the Special Use standards in Section X.J.5 of the Zoning Ordinance. Any exceptions that Staff has noted during the review are identified throughout this report.

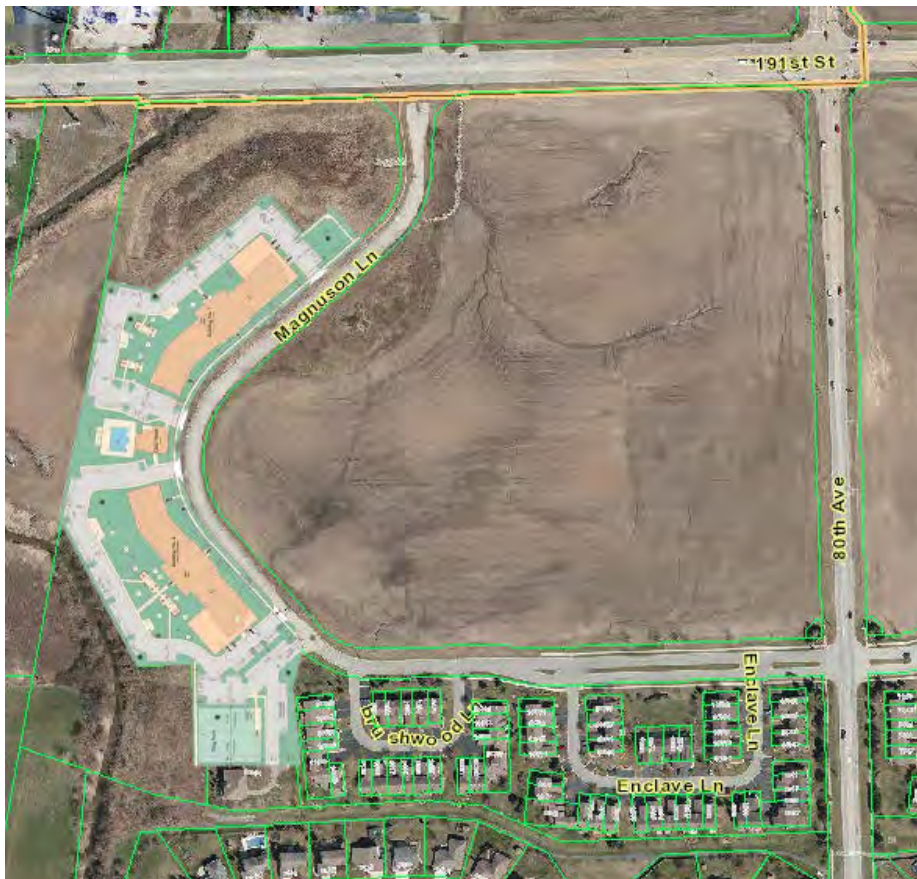
The Village’s Comprehensive Plan indicates the subject area as residential.

SITE PLAN REVIEW

The proposed Site Plan shows two (2) multi-family residential structures (each with seventy-two (72) dwelling units) and a club house in between the residential structures. The buildings follow the curve of Magnuson Lane. The Applicant has worked cooperatively with Staff to create an optimal Site Plan, resulting in several revisions to the original submittal. There will be a few additional revisions presented at the workshop meeting on May 18th.



Excerpt of the Applicant's Color Site Plan



Staff's Graphic Showing the Site Plan Over an Aerial Image

The Applicant has provided an updated Site Plan based on comments from the 5/18/2017 Plan Commission meeting. This revised Site Plan is different from the Site Plan shown on the previous page because it shows the southern access point being combined. Additionally, parking has been land banked near the proposed private dog park to reduce the number of vehicles near the adjacent townhomes and closest to Magnuson Lane to effectively place all parking behind the building setback.



Excerpt of the Applicant's Revised Color Site Plan

Setbacks

The buildings are located closer to the street in order to meet the intent of the Urban Design Overlay District, which establishes a **maximum** front yard setback of twenty feet (20'). Staff notes that Building 1 has a front yard setback that ranges from 14' to 24' and Building 2 has front yard setbacks ranging from 22' to 36'. It is important to consider the scale of the building when thinking about the most suitable setbacks. Due to the height and scale of the buildings, increased setbacks provide opportunity for additional landscaping and berming against the foundation wall. Additionally, the curvature of the street and the resulting sight lines along with the curvature of the building façade serve to minimize the scale of the building. This all contributes to the mitigation of the scale of the building and provide for a more pedestrian scale to the streetscape. As a point of reference, there are condominiums of similar scale with respect to height located along Brookside Glen Drive and Greenway Boulevard which have setbacks ranging from 24-30'.

Exception #1: Front yard setback. The Urban Design Overlay District requires a twenty foot (20') maximum setback for the front yard. The proposed structures do not meet this requirement in all instances.

Additionally, in an attempt to meet the intent of the Urban Design Overlay District's regulations, the Applicant has located the majority of the surface parking behind the buildings. The regulations call for parking to be set back a minimum of twenty-five feet (25') in front yards. Staff has recommended that all parking areas meet this requirement. A revised Site Plan will be presented at the workshop meeting. Parking is discussed further in the Parking section of the Staff Report.

Exception #2: Parking setback. The Urban Design Overlay District requires a twenty-five foot (25') minimum setback for parking. The Applicant is encouraged to design all parking areas to meet this requirement.

The Applicant has relocated parking spaces to meet the twenty-five foot (25') minimum setback for parking. This exception is no longer necessary.

Landscape

The Applicant has provided a Landscape Plan that meets the spirit of the Landscape Ordinance, according to the Village's Landscape Architect. Staff recommends some minor revisions to the Landscape Plan, which will be resubmitted for final review prior to the Public Hearing. The minor revisions include re-arranging the plantings to be grouped rather than planted in a linear pattern and correcting specifications for plant material sizes. Staff will continue to work with the Applicant to achieve a satisfactory Landscape Plan.



Excerpt from the Proposed Landscape Plan

Parking & Access

Some of Staff's suggested revisions to the Site Plan include land banking some parking spaces and reconfiguring the access drive at the south end of the property. The Site Plan currently contains 360 parking spaces (144 of which are in the ground floor garages in the residential buildings), which meets the Village's parking regulations in Section VIII.A.10. (2.5 parking spaces/DU).STEPHANIE- NEED TO UPDATE

The Applicant does not anticipate the need for 2.5 parking spaces per unit, especially since there are one-bedroom units. In addition, the development will be marketed to young professionals that are seeking access to public transportation and therefore often require only one (1) vehicle per household. The Applicant has agreed to land bank parking spaces and construct them if needed in the future. This requires the providing space for parking but not improving it until a need is established. As a result this will create additional green space for the development until such time as the parking is needed (or not needed). The parking areas that will be land banked will be spaces located nearest Magnuson Lane, thereby parking will primarily be located behind the structures to meet the intent of the Urban Design Overlay District This would not necessarily constitute an exception since the total number of required parking spaces will be provided. This is an acceptable practice within the context of a PUD. Staff recommends notation of the land banking as part of the Special Use conditions.

Staff also suggested that the Applicant reconfigure the south curb cuts on Magnuson Lane and consolidate them into one single access point. This will preserve access to the municipal pump station and create a safer entry into the residential site. Additionally, Staff requested that the parking garages have access out each end of the residential buildings to improve the maneuverability within the garages. This change will create new garage entry

points on the south side of Building 1 and the north side of Building 2. The Applicant will revise the plans accordingly.

The plans show the addition of public sidewalk along the west side of Magnuson Lane. Staff recommends the sidewalk also be added along the south side of Magnuson Lane/Greenway Boulevard to link John Michael Drive to Brushwood Lane via public sidewalk. The Applicant has provided sidewalks and carriage walks within the site itself to serve the residents and guests. Staff has encouraged the Applicant to add crosswalks to further improve the pedestrian safety within the site.

The Applicant has provided a bike connection to the Frankfort Square Park District's bike trail system that is just south of the municipal pump station. The bike trail meanders through residential areas and eventually leads south to the Old Plank Road Trail.

Lighting

The Photometric Plan indicates adequate lighting in the parking areas, which is provided by decorative light fixtures. Staff recommends the Applicant add decorative wall sconces near the entry doors and garage doors to add to the aesthetics and the residential character of the buildings.

Trash Enclosures

The Applicant has provided an interior trash room for the tenant's to dispose of their waste. A management company will handle the trash collection from the trash room to the outdoor trash enclosures. The exterior trash enclosures will be constructed with materials matching the façade of the buildings.

Security

The Applicant originally stated that security cameras will not be used. The residents will have key fobs to enter the building and will be able to buzz in guests via cell phone. The Plan Commission encouraged the use of security cameras at the Plan Commission meeting on May 18, 2017.

Amenities

In order to create and preserve value for the residential dwelling units, the Applicant proposes many amenities on-site, including but not limited to:

- Indoor ground-level parking garages with at least one space per dwelling unit;
- A club house including an outdoor pool with cabanas, a fitness center, locker rooms, free WiFi, a lounge, a meeting room, a computer room, and a great room with a kitchenette.
- Outdoor grilling areas for each building, including grill stations, fire pits, outdoor seating, pergolas, and a service sink;
- Outdoor televisions on roof decks;
- Disc golf baskets;
- Bike storage (interior and exterior);
- Electric car charging stations;
- Exterior exercise circuit equipment;
- A dog park (for private use by the residents) including a large and small dog area, complete with seating area, a drinking fountain, and training fixtures such as a jump bar and weave poles;
- An arboretum area at the north end of the site featuring outdoor seating;
- A bike trail connection to a major bike trail system;
- Over 4 acres of open space; and
- Outdoor terraces available to the residents in addition to their own private balconies.



Rendering of the Outdoor Terrace and Grilling Stations



Close View of Grilling Stations

ARCHITECTURE



The two (2) residential structures bookend the site with mirror images of each other. The structures are 4-stories of residential uses over a ground-level parking garage. The building height ranges from 57’ to 71’ with the highest range reflecting the elevation of the highest peak measured from floor grade to maximum peak while the lowest height reflects the ground elevation to the lowest roof elevation. The site has been graded to minimize the exposed ground level elevations. (see the Building Height section for further discussion).



The street façade had a central architectural feature to identify the street access; it also has increased roof height and projects 5’ from the front façade. A wood trellis frames the doorway on both the front and rear facades with tapered stone columns. The top floor unit is set back to create a roof deck and includes the floor to ceiling windows. The west entrances will function as the main entrance to the facility; however, the east façade is also designed with a similar entry feature as required by the UD-1.

There are 72 units per structure with the following breakdown of unit type:

Unit Type	Area (SF)	# of Units
2 bedroom/2 bath	1,286-1,356	44
2 bedroom/2 bath/study	1,616	4
1 bedroom/1.5 bath	1,073	4
1 bedroom/1 bath	924-987	20

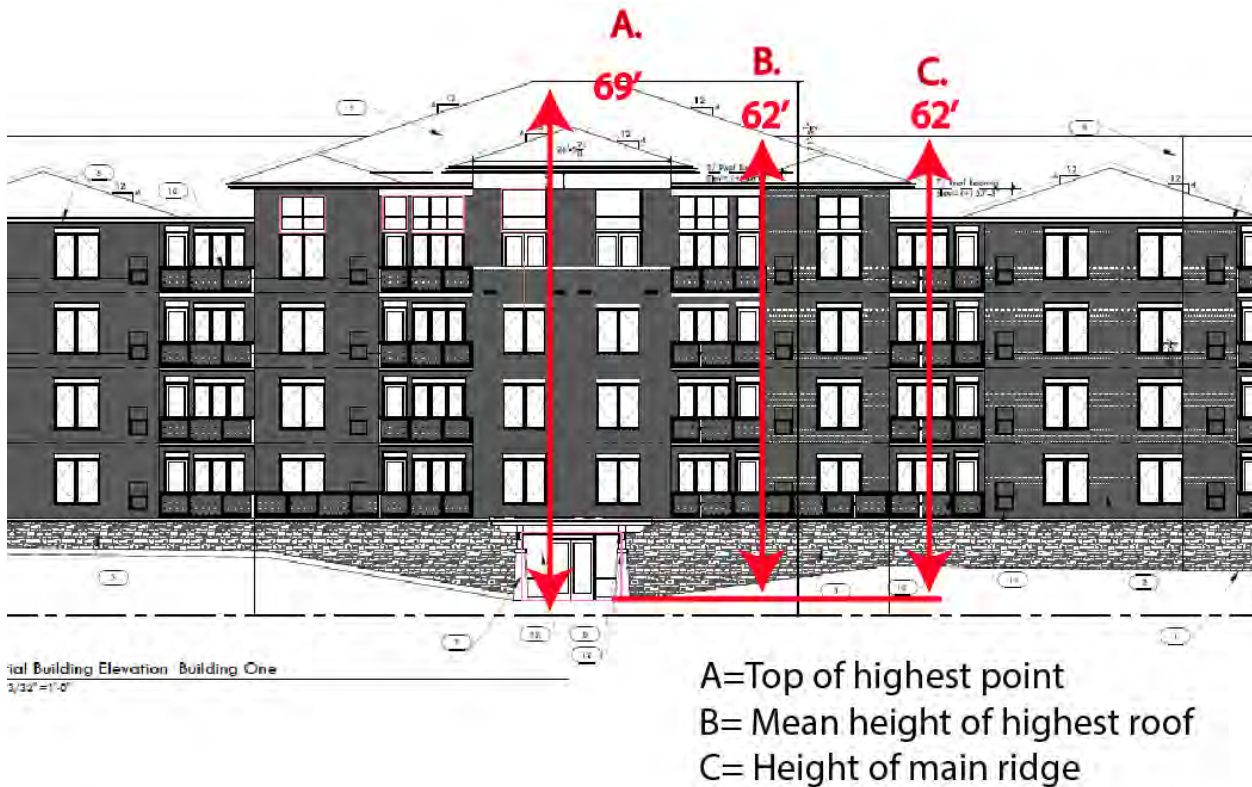
The smallest unit is 924 SF (1 bedroom) with the largest 2 bedroom/2 bath/study unit measuring 1,616 SF. All units exceed the Village’s minimum size requirements for usable floor area. In addition to the generous unit size, all units have at least one (1) balcony with some units having two (2) balconies, private terraces, or large private roof decks. The outside end units of each building have terraces measuring 23’ x 31’, plus a balcony.

The architecture provides for varying roof heights, which help to break up the expanse of the roof line but also allow for several units to have increased ceiling heights in excess of 13 feet. These same units also are enhanced with floor to ceiling windows and private roof decks. Each structure reflects the curvature of the roadway. Articulation is provided throughout each façade with inset and projecting balconies.

The ground floor parking garage provides one (1) interior parking space per unit. Vehicular access will be provided at each end of the structure. A separate garage is provided at the rear outer edge of each building that provides 10 parking spaces and an expansive roof deck on top (47’ x 93’) and includes seating areas and grilling stations.

Building Height

The height of the main ridge line of the proposed multi-family structures is 62'± with the peak of the roof of the central entrance features measuring 69'±. However, building height is measured as “the mean height level between eaves and ridge of gable, hip, and gambrel roofs”; therefore, the height of the tallest roof (at the entrance) is considered 62'. For comparison, the height of the main ridge of the condominium units on Brookside Glen Drive and Greenway Boulevard is 62' in height. While the maximum height allowed in the R-5 District is 35', as part of a PUD and the Substantial Deviation request the Commission may consider this as an exception to the Zoning Ordinance.



Support for this exception is found through the analysis of the various approving documents for this PUD and is presented as follows:

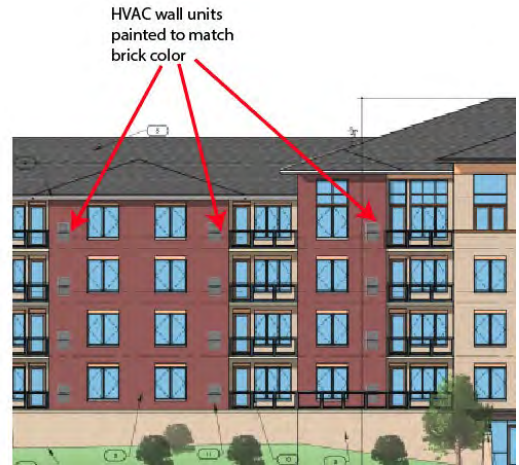
The Annexation Agreement of the original PUD (1989) provided for 122.8 acres of townhomes zoned R-5 and 21.5 acres of condominiums zoned R-6 (see graphic of the proposed allotment of zoning districts under ‘Background’ above). The maximum height in each of these districts is 35’ and 40’ respectfully. There were several amendments to the original Agreement over the following years that continued to alter the original zoning and master planning for the area, including an amendment and approval of a Substantial Deviation of the PUD in 2000 which increased the allowable density, unit count, and height of the condominium units. The ordinance reads:

*“The original Planned Unit Development called for 429.9 acres of single-family residential lots with a total of 1,127 lots, while the revised Planned Unit Development proposed herein would provide for 460 acres of single-family residential lots with a total of 1,192 lots. The original Planned Unit Development also provided for 123.3 acres of townhome development with a total number of 740 dwelling units, while the revised Planned Unit Development reduces the townhome development to a total of 94.6 acres and a total of 527 dwelling units. Finally, the original Planned Unit Development provided for 21.5 acres of condominium development with a total of 258 dwelling units, while the revised Planned Unit Development will have 27 acres of condominium development with 352 dwelling units. Thus, there is an overall reduction in density of 54 dwelling units. The proposed substantial deviation also **provides for an increase in the building height for the proposed condominium units from three to four stories, and each condominium building will have underground parking (at least one parking stall per condominium unit) and elevators. There will be 16 condominium buildings with 22 units in each building.**”*

The same document also states:

“to allow an increase in the building height in the condominium portion of the Planned Unit Development (in the R-5 Low Density Residential District of the Planned Unit Development) to allow for four story buildings not to exceed 56 feet in height.” (Staff questions whether the height limitation of 56’ is in reference to a four story building only or a 4 story building with parking underneath).

It is unclear as to how the existing condominiums (on Brookside Glen Drive and Greenway Boulevard) were approved at 62’. However, despite the height restrictions of the underlying zoning district (35’ for R-5), the proposed height can be supported by the amended ordinance which provides for four stories with underground parking and the precedence of the existing condos of a similar height. The Commission may wish to consider this as an exception from the maximum allowable building height per Section V.C.II. of the Zoning Ordinance and approve it as part of the Special Use Permit for a Substantial Deviation from the PUD.



Both the proposed structure and the existing condos on Greenway Boulevard have exposed foundations for the interior parking areas. The Applicant has elected to berm the foundation walls at varying heights to mitigate the exposed foundation walls. In addition, extensive foundation landscaping has been provided to soften the look. The Applicant has also agreed to provide climbing landscaping treatments where possible. Providing the undulating landscape along with the partial burial of the ground floor parking areas also allows for increased security and privacy for the first floor units.

Exception #3: Building height. Allow for a building height ranging between 57’-71’ with the mean height of the highest roof measuring 62’.

HVAC

The HVAC units are installed as wall units; the metal louvers are painted to match the brick color. There will be no roof or ground units.

Building Materials

The proposed multi-family structures are constructed predominately of masonry materials. The façade of the residential units is constructed of a thin brick embedded in precast panels that will be installed as horizontal panels thereby eliminating section lines or noticeable vertical breaks. Color samples will be available at the meeting but the renderings closely reflect the actual color. The accent brick is beige with matching precast accent strips serving as lintels above the windows. The accent brick highlights the main entrances and is repeated along the façade highlighting some of the balcony areas. The ground floor includes a stamped precast stained panel that matches the accent areas of the club house.



Clubhouse

The Clubhouse is centrally located with easy access on the north and south sides for each building. The architect has been requested to modify the east façade to reflect more of a street presence with front façade features. This will be presented at the meeting. The building materials are consistent with the residential structures and measures 19’ in height.



Previous Rendering of the Proposed Clubhouse



Updated Rendering of the Proposed Clubhouse

STANDARDS FOR SITE PLAN APPROVAL

Section III.T.2. of the Zoning Ordinance provides conditions for approval. Staff has provided draft findings for each condition below.

- a. That the proposed Use is a Permitted Use in the district in which the property is located.
 - The proposed use, Multi-Family residential, is a permitted use in the R-6 Zoning District and was contemplated in the original PUD and Substantial Deviation (2000).
- b. That the proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses.
 - The proposed site plan increases the amount of green space and distance from existing residential structures.
 - Off-street parking meets the required setback of the UD-1 and is screened from public view.
 - Lighting meets Village photometric requirements.
- c. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient, and convenient movement of traffic, not only within the site but on adjacent roadways as well.
 - The existing street configuration was approved with the original PUD (90-R-002). Ordinance 2000-O-006 (the Substantial Deviation from the PUD) approved 144 dwelling units on the subject parcel.
- d. That the Site Plan provides for the safe movement of pedestrians within the site.
 - Sidewalks are provided along the right-of-way as well as throughout the site to connect parking areas with residential structure and amenity areas.
- e. That there is a sufficient mixture of grass, trees, and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses and will provide a pleasing appearance to the public; any part of the Site Plan area not used for buildings, structures, parking, or access-ways shall be landscaped with a mixture of grass, trees, and shrubs.
 - Landscaping has been provided consistent with the intent of Village Code; additional landscaping has been provided in those areas adjacent to existing residential areas.
- f. That all outdoor trash storage areas are adequately screened.
 - Outdoor trash areas are screened.

STANDARDS FOR A SPECIAL USE

Section X.J.5. of the Zoning Ordinance lists standards that need to be considered by the Plan Commission. The Plan Commission is encouraged to consider these standards (listed below) when analyzing a Special Use request. Staff has provided draft Findings in the Staff Report for the Public Hearing that can be supplemented as a result of testimony and discussion at the Public Hearing.

X.J.5. Standards:

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
 - The proposed use is consistent with the use and density of the approved PUD (and Substantial Deviation) with 144 multi-family units, however the 144 units are provided in two (2) structures instead of nine (9).
- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
 - The proposed use increases the amount of green space and distance from existing residential uses. As part of the proposed development, ROW improvements for Magnuson Lane will be completed including its intersection with 191st Street thereby improving circulation and access for existing residential units. Landscape buffers have been designed to screen off-street parking areas.
- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
 - The proposed development is consistent with land use and density approvals in the original PUD.
- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;
 - Existing road and utility infrastructure is in place; ROW improvements including sidewalks will be completed as part of the proposed development.
- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;
 - The density has not changed from original approvals.
- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance.
 - Two exceptions are requested with the proposed development: Building height and building setback.
- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.
 - The existing property has remained vacant since the 1990 adoption of the PUD. The proposed development will increase property tax revenue and has potential to increase the sales tax revenue of commercial uses in the Village.

RECOMMENDED MOTIONS

If the Plan Commission wishes to take action, an appropriate wording of the motions would read:

Site Plan Approval:

“...make a motion to grant the Applicant, Andrea T. Crowley, on behalf of Karli Mayher and KJM-Vandenberg Brookside Joint Venture, Site Plan Approval to construct two (2) four-story multi-family structures with seventy-two (72) units in each building for a total of 144 dwelling units on the subject site, generally located in the southwest corner of Magnuson Lane and 191st Street in the Brookside Glen Planned Unit Development, in accordance with plans as noted on the List of Reviewed Plans as of *MM/DD/YYYY (Note to Plan Commission: We are still awaiting the final full set of plans and will update the List of Reviewed Plans once a final set has been submitted)*. Each multi-family structure will include semi-underground parking garages that provide one (1) interior parking space per unit. The project also includes a clubhouse with an outdoor pool and cabanas, outdoor grilling areas, a private dog park, and an outdoor terrace among other amenities. The Plan Commission also adopts the Standards for Site Plan Approval proposed in the Staff Report and discussed at this meeting.”

...The Site Plan Approval is granted with the following conditions:

- 1. That 144 parking spaces are provided within semi-underground garages below the residential dwelling units, 144 surface parking spaces are provided, and 72 parking spaces are land banked until such time as the Village identifies that there is a need for additional parking;*
- 2. [any conditions that the Commissioners would like to add]*

Special Use Permit:

“...make a motion to recommend that the Village Board grant a Special Use Permit to the Applicant, Andrea T. Crowley, on behalf of Karli Mayher and KJM-Vandenberg Brookside Joint Venture, for a Substantial Deviation from the Brookside Glen Planned Unit Development (as approved in Ordinance 2000-O-006) to allow for the construction of two (2) four-story multi-family structures with seventy-two (72) units in each building for a total of 144 dwelling units on the subject site, generally located in the southwest corner of Magnuson Lane and 191st Street in the Brookside Glen Planned Unit Development, in accordance with plans as noted on the List of Reviewed Plans as of *MM/DD/YYYY (Note to Plan Commission: We are still awaiting the final full set of plans and will update the List of Reviewed Plans once a final set has been submitted)*. The Plan Commission also adopts the Findings of Fact proposed in the Staff Report and discussed at this meeting.”

...with the following exceptions:

- 1. Building Height: That the maximum building height of the structures can exceed the maximum building height per the PUD in Ordinance 2000-O-006 in accordance with the plans submitted on the List of Reviewed Plans; and*
- 2. Building Setback: That the setback of the structures can exceed the maximum setback the Urban Design Overlay District in accordance with the plans submitted on the List of Reviewed Plans.*

...The Special Use Permit is recommended with the following conditions:

- 1. That the Applicant provides the following amenities for the residents:*
 - a. Indoor ground-level parking garages with at least one space per dwelling unit;*
 - b. A club house including an outdoor pool with cabanas, a fitness center, locker rooms, free WiFi, a lounge, a meeting room, a computer room, and a great room with a kitchenette.*

- c. *Outdoor grilling areas for each building, including grill stations, fire pits, outdoor seating, pergolas, and a service sink;*
 - d. *Outdoor televisions on roof decks;*
 - e. *Disc golf baskets;*
 - f. *Bike storage (interior and exterior);*
 - g. *Electric car charging stations;*
 - h. *Exterior exercise circuit equipment;*
 - i. *A dog park (for private use by the residents) including a large and small dog area, complete with seating area, a drinking fountain, and training fixtures such as a jump bar and weave poles;*
 - j. *An arboretum area at the north end of the site featuring outdoor seating;*
 - k. *A bike trail connection to a major bike trail system;*
 - l. *Over 4 acres of open space; and*
 - m. *Outdoor terraces available to the residents in addition to their own private balconies.*
2. *The provision of security cameras;*
3. *That adequate landscape screening be provided as a buffer to the adjacent townhomes;*
4. *That decorative wall sconces be added to the structures;*
5. *That right-of-way and drainage improvements are completed along Magnuson Lane to connect to 191st Street, including the roadway, street lighting, sidewalks, and stormwater;*
6. *[any conditions that the Commissioners would like to add]*

LIST OF REVIEWED PLANS

Submitted Sheet Name		Prepared By	Date On Sheet
	Plat of Survey	AS	06/13/2016
A-0.0	Cover Sheet	AS	06/13/2016
	Color Site Plan	AS	06/13/2016
A-1.0	Schematic Site Plan B&W/Color	AS	01/25/2017
A-1.1	Signage Plan	AS	01/25/2017
A-1.2	Refuse Enclosure Plan & Elevation	AS	01/25/2017
A-1.3	Photometric Site Plan	AS	01/25/2017
A-1.4	Exterior Light Fixture Cut Sheets	AS	01/25/2017
A-2.0	Building Elevation B&W/Color Bldg 1	AS	01/25/2017
A-2.1	Building Elevation B&W/Color Bldg 1	AS	01/25/2017
A-2.2	Building Elevation	AS	06/13/2016
A-2.3	Building Elevation	AS	06/13/2016
A-3.0	Partial Lower Level Bldg 1	AS	01/25/2017
A-3.1	Partial Lower Level Bldg 1	AS	01/25/2017
A-3.2	Partial Lower Level Plan Bldg 1 B&W/Color	AS	01/25/2017
A-3.3	Partial First Floor Plan Bldg 1 B&W/Color	AS	01/25/2017
A-3.4	Unit Floor Plans	AS	01/25/2017
A-3.5	Unit Floor Plans	AS	01/25/2017
A-4.0	Building Elevation Bldg 2	AS	01/25/2017
A-4.1	Building Elevation Bldg 2	AS	01/25/2017
A-4.2	Building Elevation	AS	06/13/2016
A-4.3	Building Elevation	AS	06/13/2016
A-5.0	Partial Lower Level Bldg 2	AS	01/25/2017
A-5.1	Partial Lower Level Bldg 2	AS	01/25/2017
A-5.2	Partial Lower Level Plan Bldg 2 B&W/Color	AS	01/25/2017
A-5.3	Partial First Floor Plan	AS	01/25/2017
A-5.4	Unit Floor Plans	AS	01/25/2017
A-5.5	Unit Floor Plans	AS	01/25/2017
A-6.0	Common Area Details	AS	01/25/2017
A-6.1	Club House Elevation	AS	06/13/2016
A-7.0	Club House Elevations	AS	01/25/2017
A-7.1	Club House Elevations	AS	01/25/2017
A-7.2	Club House Rendering	AS	01/25/2017
A-8.0	Club House Floor Plan	AS	01/25/2017
A-8.9	Site Plan	AS	06/13/2016
L-1	Landscape Plan	EEA	04/27/2017
L-1	Color Landscape Plan	EEA	04/27/2017
	Partial Color Rendering		

AS *Architectural Studio, Ltd.*
 EEA *Eriksson Engineering Associates, Ltd.*



- Amenities**
- Pool
 - Cabanas
 - Locker Rooms
 - Fitness Room
 - Billiard Room
 - Lounge
 - Office
 - Party Room
 - Free WIFI

- Keynotes:**
- Main Building Entrance
 - Garage entry
 - Bike storage
 - Trash room
 - Trash enclosure
 - Fire pit
 - Double grill center w/ rinse sink
 - Pergola
 - Game area
 - Seating area
 - Pool
 - Cabnas
 - Electric car charging stations
 - Dog Park
 - Covered seating area.
 - Disk Golf Basket
 - Exterior exercise circuit
 - Commercial electric car charging station.
 - Ground Signage

- Amenities**
- Covered Seating Area;
 - Dog park Picnic Table;
 - Fire Hydrants;
 - Bark Park Welcome Sign;
 - Leash Post;
 - Doggy and me Drinking Fountain- ADA & Standard base
 - Trash receptacles;
 - Agility Walk;
 - Adjustable jump bar;
 - Bow Wow Barrel;
 - Dog walk ramp, wall jump and
 - Flexible weave poles

- Amenities**
- Fire pits
 - Grill stations
 - Rinse sink
 - Bike Storage room
 - Gaming Area

Site Data					
Zoning District	R-5-PD				
Lot Area:	332,991.24	s/f			
Min Open Space	144.00	750.00	108,000.00	s/f	2.48 acres
	332,991.24	10.00%	3,329,912.40%		
Actual Open Space			177,650.97	s/f	4.08 acres
Actual Open Space (w/o land bank parking)			163,017.45	s/f	3.67 acres
Floor Area Ratio	0.8457				
Building Height Range	57'-2" - 71'-5 1/2"				
Lot Coverage					
Building One	33,859.25	s/f			
Building Two	33,897.25	s/f			
Club House	3,494.70	s/f			
Cabanas	560.00	s/f			
Total Building Coverage	71,811.20	s/f	0.2157		
Building Area:					
Building One	138,777.93	s/f	5 Stories Height Range 57'-2" - 71'-5 1/2"		
Building Two	138,777.93	s/f	5 Story Height Range 57'-2" - 71'-5 1/2"		
Club House	3,494.70	s/f	1 Story 24'-2 3/8"		
Cabanas	560.00	s/f	1 Story 12'-0"		
	281,610.56				
Number of Dwelling Units	144	Dwelling Units			
Parking Spaces Required	144	2.50	360.00		
Parking Spaces Provided	144	Indoor Garage Spaces			
	144	Outdoor Spaces			
	72	Land Banked Parking			
	360	Total Parking			

Schematic Site Plan
Scale: 1"=40'-0"

Architectural Studio, Ltd
ARCHITECTS + PLANNERS

14421 OAKLEY AVENUE
ORLAND PARK, IL 60462
TEL: 708-933-4200
FAX: 708-966-0854
WWW.ARCHSTUDIOLTD.NET
Professional Design Firm Lis No. 184-006770
Exp Date: 04/30/2017

DEVELOPER
KJM Construction Co, Inc.
451 W. Huron
Suite 501
Chicago, IL 60654

PROJECT NAME:
The Residence at Brookside Glen
PROJECT ADDRESS:
Greenway Boulevard
Tinley Park, Illinois

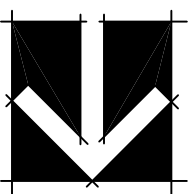
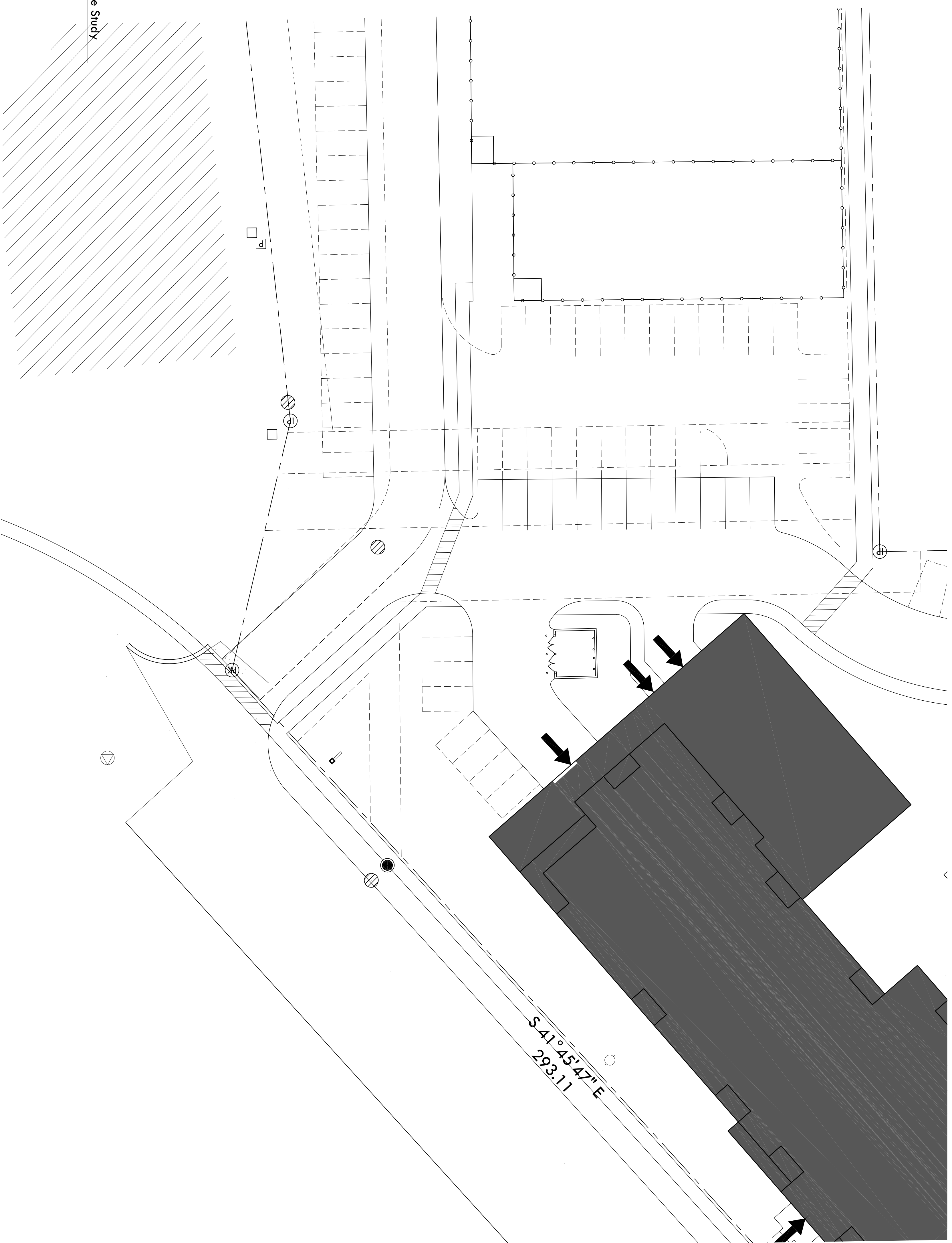
PROJECT INFORMATION
PROJECT NO: 2016-005
PROJECT TEAM:

ISSUE
06/12/2016 Permit
08/30/2016 revisions review comments
09/13/2016 revised layout with indoor garage
10/24/2016 Revised layout for typical floor plan
11/18/2016 Revised layouts for review
12/1/2016 sidewalk/ hardscape revisions
12/6/2016 Resubmittal
1/25/2017 Revised the plan

CERTIFICATION
STATE OF ILLINOIS
SCOTT A. SHALVIS
001-014003
LICENSED ARCHITECT
Date Signed: 04/4/2017
Expires: 11/30/2018

SHEET TITLE
Schematic Site Plan

SHEET
A-1.0



Schematic Site Plan Distance Study
Scale: 1"=20'-0"

Architectural Studio, Ltd
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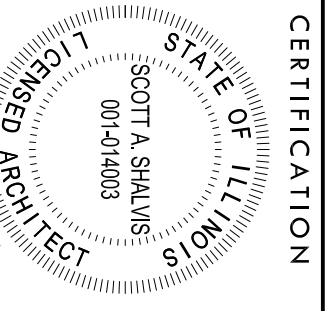
PROJECT NAME:
The Residence at Brookside Glen
PROJECT ADDRESS:
Greenway Boulevard
Tinley Park, Illinois

PROJECT INFORMATION
PROJECT NO.:
2016-005
PROJECT TEAM:

ISSUE

06/13/2016 Permit
08/30/2016 revisions review
09/13/2016 review layout with
indoor garage
10/24/2016 Revised layout for
11/18/2016 Revised layout for
review
12/1/2016 site-work / landscape
13/6/2016 Resubmittal
1/25/2017 Revised site plan

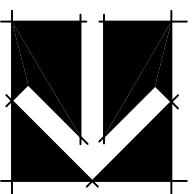
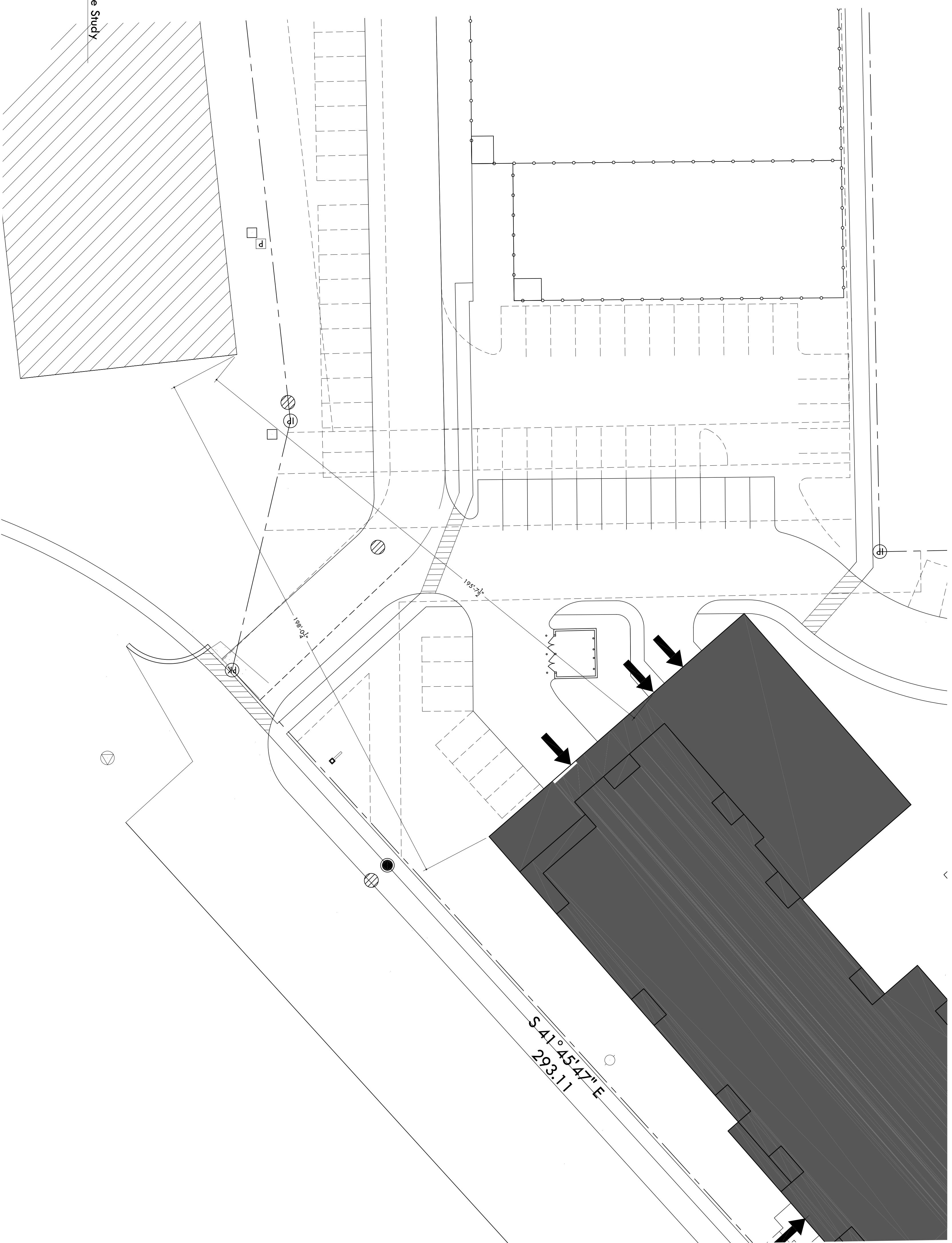
4/4/2017 Resubmittal - revised
elevations and floor plan and site
plan
02/02/2017 resubmittal - revise
elevation, floor plan and site plan
5/18/2017 Revision board on
meeting



CERTIFICATION

SHEET TITLE
Schematic Site Plan

SHEET
A-1.4



Schematic Site Plan Distance Study
Scale: 1"=20'-0"

Architectural Studio, Ltd
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Professional Design Firm Ltr. No. 184.006770
Exp. Date: 04/30/2017

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451 W. Huron
Suite 501
Chicago, IL 60654

PROJECT NAME:
The Residence at Brookside Glen
PROJECT ADDRESS:
Greenway Boulevard
Tinley Park, Illinois

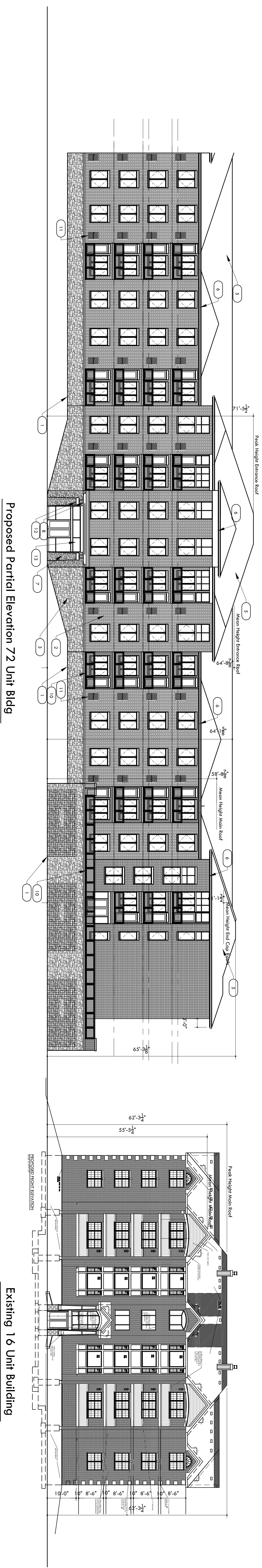
PROJECT INFORMATION
PROJECT NO.:
2016-005
PROJECT TEAM:

ISSUE
06/13/2016 Permit
08/30/2016 revisions review
09/13/2016 review layout with
indoor garage
10/24/2016 Revised layout for
11/18/2016 Revised layout for
review
12/1/2016 site-work / landscape
13/6/2016 Resubmittal
1/25/2017 Revised site plan
4/4/2017 Resubmittal - revised
elevations and floor plan and site
plan
02/02/2017 resubmittal revise
elevation, floor plan and site plan
5/18/2017 Revision board on
meeting

CERTIFICATION
STATE OF ILLINOIS
SCOTT A. SHAWLINS
001-014003
Professional Engineer
Date Signed: 04/1/2017
Expires: 11/30/2018

SHEET TITLE
Schematic Site Plan

SHEET
A-1.4



Height Comparison of Proposed Building and Existing 16 Unit Bldg
 Scale: 1/16" = 1'-0"

Architectural Studio, Ltd
 ARCHITECTS + PLANNERS

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 FAX: 708-966-0854
 WWW.ARCHSTUDIO.LTD.NET
 Professional Design Firm Ltr. No.: 184.006770
 Exp. Date: 04/30/2017

KJM Construction Co, Inc.
 DEVELOPER

451 W. Huron
 Suite 501
 Chicago, IL 60654

The Residence at Brookside Glen
 PROJECT NAME:
 PROJECT ADDRESS:
 Tinley Park, Illinois

PROJECT INFORMATION

PROJECT NO.: 2016-005
 PROJECT TEAM:

06/13/2016 Permit review
 08/30/2016 revisions review
 09/13/2016 exterior finish with
 outdoor garage
 10/24/2016 Revised layout for
 11/18/2016 Revised layout for
 review
 12/1/2016 site-work / landscape
 12/6/2016 Residential
 1/25/2017 Revised site plan

CERTIFICATION

4/4/2017 Residential - revised elevations and floor plan and site plan
 2/02/2017 residential - revised elevation, floor plan and site plan
 5/18/2017 revised per meeting
 5/20/2017 revised per meeting

STATE OF ILLINOIS
 SCOTT A. SHAWLINS
 001-014003
 LICENSED ARCHITECT
 Date Expired: 04/1/2017
 Expired: 11/1/2018

SHEET TITLE

Comparison

SHEET

A-4.2

**Brookside Glen PUD Timeline
In Relation to the Proposed Residences at Brookside Glen Development**

As of May 26, 2017

Summary of Brookside Glen History:

- **1989:** A Pre-Annexation Agreement was adopted as Ordinance 89-O-052. Minutes from the Plan Commission regarding the proposed Brookside Glen Planned Unit Development (PUD) reflect that the “Condo/apartment portion [of the proposed Brookside Glen PUD] is 12 du/acre.”

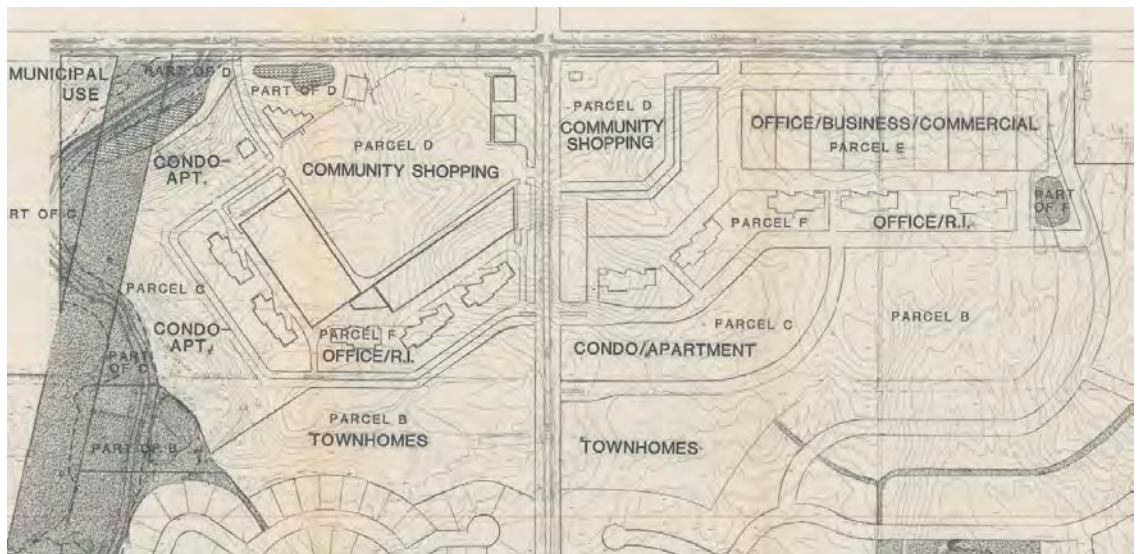
This is important because the area was recognized with potential for either condo or apartments.

- **1990:** The Annexation Agreement (Resolution 90-R-002) was adopted on January 11, 1990. This agreement also accounted for the Special Use Permit for the Brookside Glen Planned Unit Development. This agreement noted “21.5 acres for condominiums under the **R-6 Medium Density Residential District**” and “258 condominiums in the **R-6** zoned portion”.

This is important because the property may actually be zoned R-6 rather than R-5 as referenced in later documents and on the Zoning Map. This also establishes the entitlement for 21.5 acres of condominiums with 258 units allowed.

Also, the Brookside Glen property was officially annexed under Ordinance 90-O-004 and Ordinance 90-O-005. The first amendment to the Brookside Glen Annexation Agreement was adopted on February 6, 1990 (90-R-004).

KEY TO LAND USE	
RESIDENTIAL	
A	SINGLE FAMILY DETACHED 12,800 S.F. LOT AVERAGE 482.6 ACRES*
B	TOWNHOMES 8 DWELLING UNITS / ACRE 123.3 ACRES*
C	CONDOMINIUM / APARTMENT 12 DWELLING UNITS / ACRE 21.5 ACRES*
BUSINESS / COMMERCIAL	
D	COMMUNITY SHOPPING 26.8 ACRES*
E	OFFICE / BUSINESS / COMMERCIAL 19.8 ACRES*
F	OFFICE / RESTRICTED INDUSTRIAL 23.4 ACRES*
PARK & RECREATION	
G	DOM. ED. R.O.W. / TOWER EASEMENT 30.1 ACRES*
H	BUILDABLE PARKLAND 30.1 ACRES*
I	DRY BOTTOM FLOOD PLAIN 18478 L.S. INDICATES FLOOD PLAIN BOUNDARY 44.8 ACRES*
J	WATER-FILLED AREAS 3 ACRES*
K	RECREATIONAL TRAILS 4.8 ACRES*
DEDICATED ROADWAYS 17.8 ACRES* MUNICIPAL USE 1.3 ACRES*	
ESTIMATED TOTAL ACREAGE = 928 ACRES	



Excerpt from Exhibit C from 90-R-002

- **1994:** Another amendment to the Brookside Glen Annexation Agreement was approved on October 25, 1994 as Resolution 94-R-030 (labeled in error as 94-O-030). This amendment included changes to some of the standards for the single-family residential lots, updated fees, discussed requirements for dedication of public streets and sidewalks, and discussed water mains and sanitary sewers.
- **1998:** A parcel is annexed and added to the Brookside Glen PUD per Ordinance 98-O-018 and Ordinance 98-O-019 on March 17, 1998. A 200' x 209' parcel was annexed and added to the Brookside Glen PUD. The parcel was not available in 1990 when the original PUD was approved. The property that was annexed is

located near approximately 19501 88th Avenue (currently this is approximately Brookside Glen Drive and 88th Avenue).

- **1999:** Staff notes that the November 4, 1999 Plan Commission meeting minutes indicate that the New Lenox Pumping Station was considered for a Special Use Permit. The minutes discuss the property as being zoned **R-6 PD**.

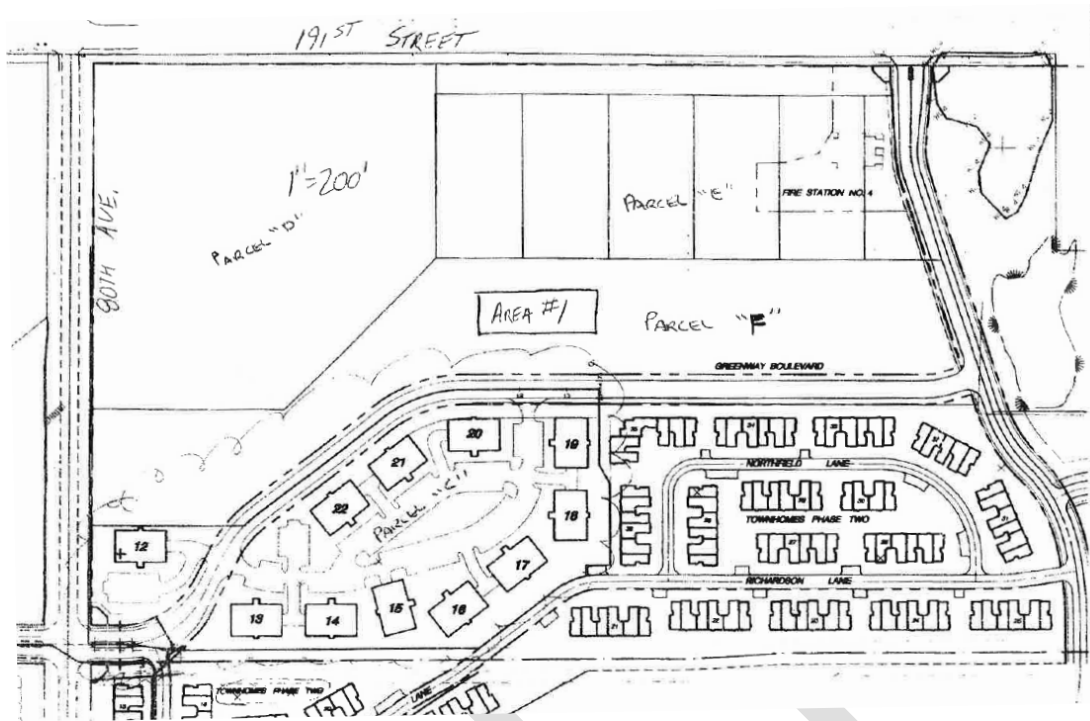
This supports that there might be an error on the Zoning Map. Staff has not found any record of the condominium/apartment portion of the PUD being rezoned from R-6 to R-5 (as shown on the current Zoning Map).

- **2000:** A Substantial Deviation to the original Brookside Glen Planned Unit Development was approved on February 15, 2000 as Ordinance 2000-O-006. This Substantial Deviation amended the acreage and dwelling units for single-family, townhomes, and condominiums. The allowable acreage of condominiums increased from 21.5 acres to 27 acres and the allowable number of dwelling units increased from 258 to 352 dwelling units. The Ordinance also allowed for an increase in the allowable building height for the condominium buildings (from three stories to four stories with underground parking). The Substantial Deviation was considered at the Plan Commission meetings on 4/15/1999, 5/6/1999, 8/5/1999 and 9/16/1999 and the Village Board meetings on 9/7/1999, 9/21/1999, 1/4/2000, 1/18/2000, 2/1/2000, and 2/15/2000.

Staff notes that this Ordinance may have an error because it states "there will be 16 condominium buildings with 22 units in each building." Plan Commission meeting minutes from September 16, 2000 note "...proposed 4-story, 16-unit, 56' high building. There would be a total of 22 buildings, for a total of 352 dwelling units." Staff believes that the Ordinance should state "there will be 22 condominium buildings with 16 units in each building." Additionally, the Ordinance refers to the condominium portion of the PUD as being zoned R-5 rather than R-6 as indicated in 90-R-002. Staff has not found any record of the condominium portion of the PUD being rezoned from R-6 to R-5. Exhibits were not attached to the Village's copy of the Ordinance; however, Staff located some plans that were included with the paperwork for the 1999 Legal Notice for the Substantial Deviation.

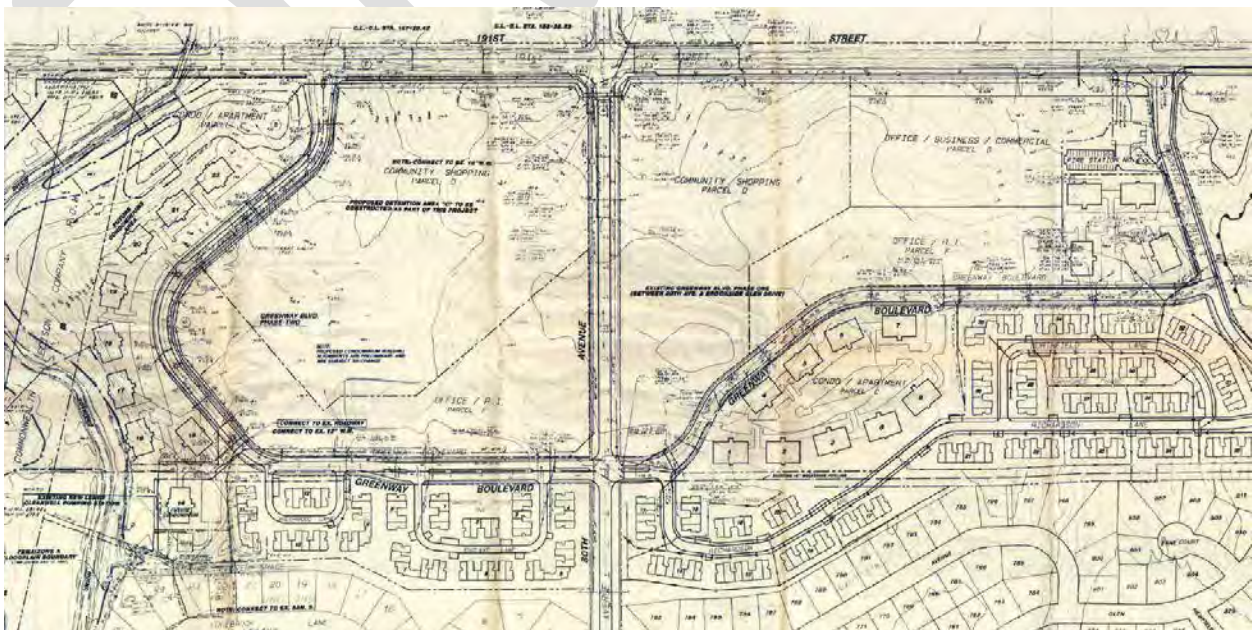


Excerpt from the Site Plan for the Southwest Corner of 191st Street and 80th Avenue (Staff believes this was included with the Legal Notice for the Substantial Deviation in 1999)



*Excerpt from the Site Plan for the Southeast Corner of 191st Street and 80th Avenue
(Staff believes this was included with the Legal Notice for the Substantial Deviation in 1999)*

- 2001:** The Plat for Brookside Place Phase I was recorded on January 12, 2001 and included the first seven (7) multi-family buildings (see buildings 1-7 on the image on the following page). The buildings had sixteen (16) units each for a total of one hundred twelve (112) dwelling units. The Plan Commission recommended approval of the Plat on October 5, 2000.
- 2002:** The Plat for Brookside Place Phase II was recorded on June 28, 2002 and included two (2) multi-family buildings (see buildings 8-9 on the image on the following page). The buildings had sixteen (16) units each for a total of thirty-two (32) dwelling units. The Plan Commission recommended approval of the Plat on February 21, 2002.



Excerpt from Engineering Plans for Brookside Place (2002)

- **2004:** The Plat for Brookside Place Phase III was recorded on August 5, 2004 and included four (4) multi-family buildings (see buildings 10-13 on the image below). The buildings had sixteen (16) units each for a total of sixty-four (64) dwelling units. The Plan Commission recommended approval of the Plat on May 20, 2004.

Staff notes that at this point there are a total of thirteen (13) buildings developed and each building has sixteen (16) dwelling units for a total dwelling unit count of 208. Per Ordinance 2000-O-006 (as intended) the remaining number of buildings allowed on the remainder of the condo/apartment portion of the PUD is nine (9) and the remaining number of dwelling units allowed is one hundred forty-four (144) (see buildings 14-22 on the images below).



Image Showing the Brookside Place Structures

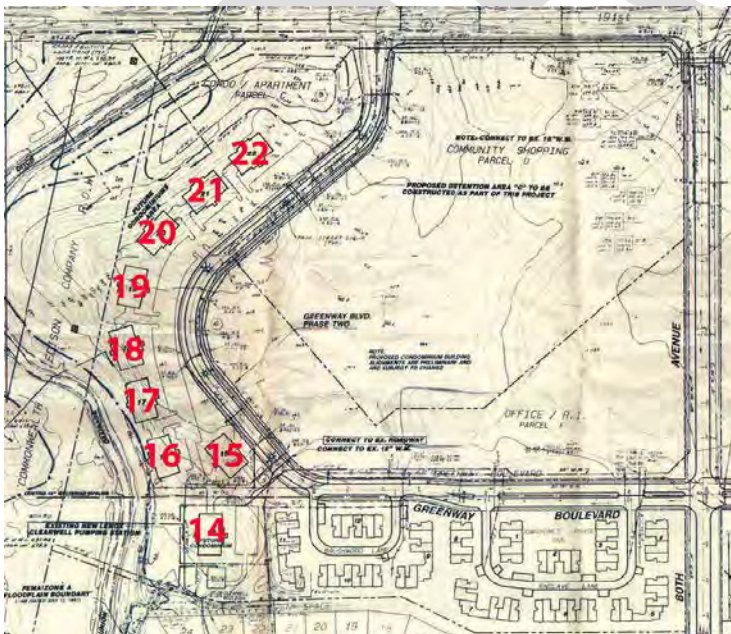
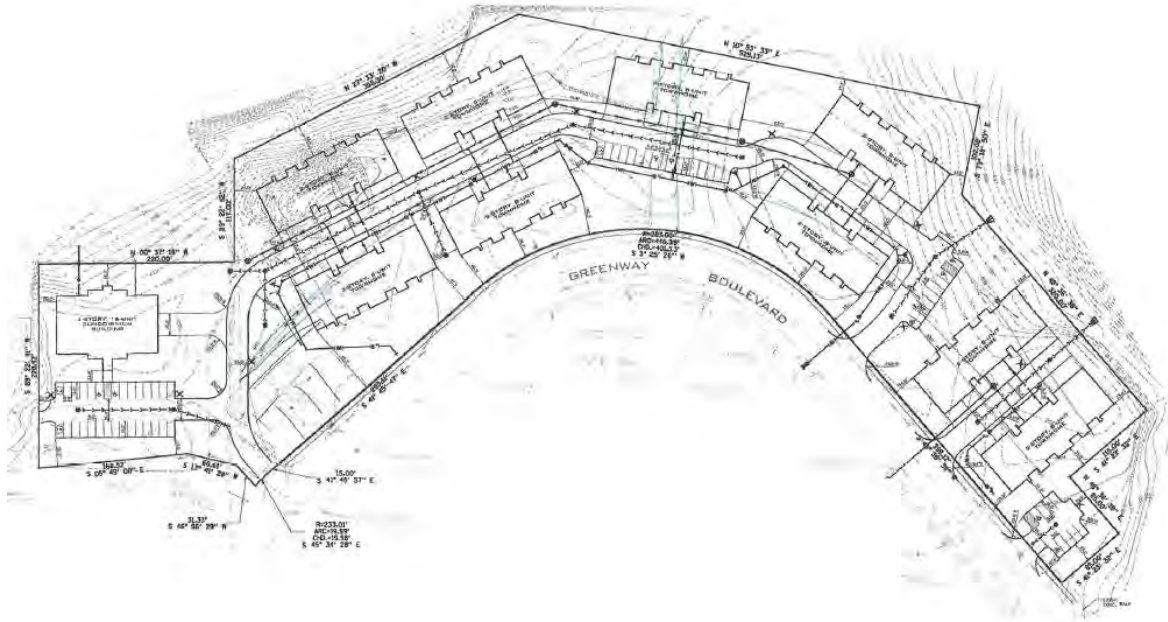


Image Showing Remainder of the Multi-Family Structures as Denoted on the 2002 Engineering Plans



Aerial Image Showing Remainder of the Multi-Family Structures as Denoted on the 2002 Engineering Plans

- **2007:** Planning Staff notes that a project called “Brookside Ridge” was proposed in 2007 that called for nine (9) two-story, eight (8) unit townhome-style condominium buildings and one (1) four-story, sixteen (16) unit condominium building. The project had eighty-eight (88) dwelling units. This project would have required a Substantial Deviation from the Brookside Glen PUD due to the change in dwelling type and reduction in number of dwelling units. This project was not approved by the Plan Commission and was not viewed favorably due to concerns about the building orientation and architecture. The project was tabled to a date uncertain at the November 15, 2007 Plan Commission meeting. Staff notes that a letter was sent to the Planning Department from RBT Development, Inc. that indicated that the existing 4-story condominium buildings were 63’6” tall.

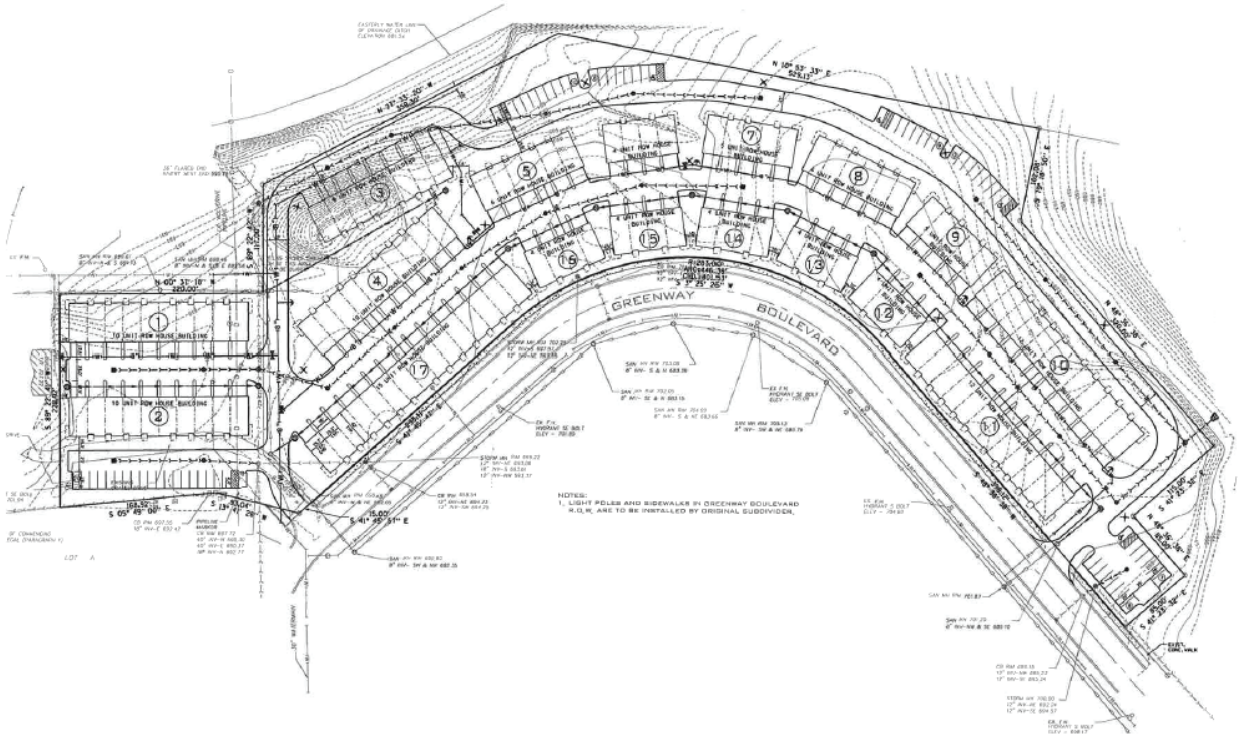


Proposed Site Plan for Brookside Ridge Development (2007)



Rendering of a Proposed Structure within the Brookside Ridge Development (2007)

- 2014:** Planning Staff notes that a project was proposed at this site in 2014 that called for up to one hundred, twenty-three (123) three-story single-family attached row houses within a total of seventeen (17) structures. This plan was well-received by the Plan Commission; however, the developer did not proceed with obtaining approvals from the Village due to issues with the location of the pipeline and a proposed row house building.



Proposed Site Plan for the Brookside Ridge Row House Development (2014)



PROPOSED FRONT ELEVATION

SCALE: 1/16" = 1'-0"
0' 8' 16' 32'



PROPOSED REAR ELEVATION

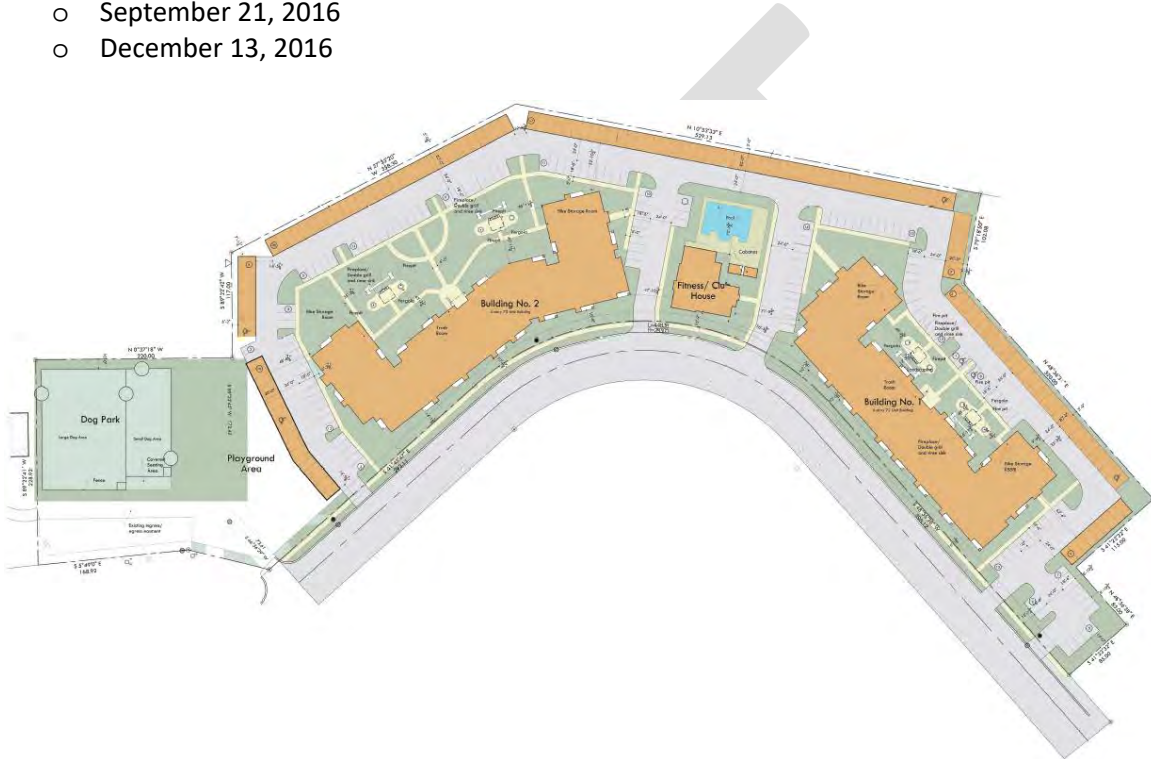
SCALE: 1/16" = 1'-0"
0' 8' 16' 32'

Color Elevation of a Proposed Structure within the Brookside Ridge Row House Development (2014)

- **2016:** The Applicant formally submitted a complete application (“The Residences at Brookside Glen”) on July 5, 2016 for two (2) four-story, one hundred, forty-four (144) unit multi-family apartment buildings, with surface parking and parking in garages at the rear of the site and an accompanying clubhouse building. Each building had seventy-two (72) units with a mixture of one, two, and three-bedroom layouts. This plan is 18.8 dwelling units per acre but is a different product from what was approved in the Substantial Deviation to the Planned Unit Development (2000-O-006) in 2000.

Staff met with the Applicant to discuss the proposed plans on the following dates:

- February 11, 2016 (pre-application meeting)
- May 11, 2016 (pre-application meeting)
- May 17, 2016 (pre-application meeting)
- August 31, 2016
- September 21, 2016
- December 13, 2016



Proposed Site Plan from Submittal #1 of the Residences of Brookside Ridge Development (2016)



Partial Rendering of a Proposed Structure from Submittal #1 of the Residences of Brookside Ridge Development (2016)

- 2017:** The Applicant submitted revised plans based on Staff’s comments. The plans indicate two (2) four-story, one hundred, forty-four (144) unit multi-family apartment buildings and an accompanying clubhouse building. The buildings also include semi-underground parking on the bottom floor and provide one indoor parking space per unit. Each building has seventy-two (72) units with a mixture of one and two-bedroom layouts. There are no longer plans for any three-bedroom units. The Applicant made substantial improvements to the Site Plan with respect to parking, circulation, architecture, roof line, additional green space, and landscaping. The Applicant also added more amenities to the plans. The Applicant made substantial improvements to the architecture of the buildings, including increasing the amount of brick, adding articulation along each façade, raising the building height in key sections of the buildings, offering floor-to-ceiling windows on the top floor, and adding sizeable balconies/terraces/patios to both the private units and as common spaces. The changes to the building height amount to about 64’ along the main ridge line and about 71’ at the peak of the taller features of the roof.

Staff met with the Applicant to discuss the proposed plans on the following dates:

- o May 11, 2017
- o May 23, 2017

The project was scheduled for the following Plan Commission agendas:

- o May 18, 2017 (Workshop)
- o June 1, 2017 (Public Hearing)



Proposed Site Plan from Submittal #10 of the Residences at Brookside Glen Development (2017)



Partial Renderings of a Proposed Structure from Submittal #10 of the Residences at Brookside Glen Development (2017)

STATE OF ILLINOIS)
COUNTY OF C O O K) SS.
COUNTY OF W I L L)

CLERK'S CERTIFICATE

I, FRANK W. GERMAN, JR., the duly elected, qualified, and acting Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of that Resolution now on file in my office, entitled:

RESOLUTION NO. 89-R-052

"RESOLUTION AUTHORIZING PREANNEXATION AGREEMENT
BROOKSIDE GLEN"

which Resolution was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 21st day of November, 1989, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 21st day of November, 1989.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of said vote was as follows, to-wit:

AYES: FULTON, HANNON, MATUSHEK, REA, SEAMAN, VANDENBERG

NAYS: NONE

ABSENT: NONE

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safe-keeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this 25th day of November, 1989.


Village Clerk

TM3:ajh
11/8/89

RESOLUTION NO. 89-R-052

RESOLUTION AUTHORIZING PREANNEXATION AGREEMENT
BROOKSIDE GLEN

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, did hold a public hearing to consider a preannexation agreement for the annexation of certain property not presently within the corporate limits of any municipality but contiguous to the Village of Tinley Park, a true and correct copy of which is attached hereto and made a part hereof as EXHIBIT 1; and

WHEREAS, the aforesaid public hearing was held pursuant to legal notice as required by law, and all persons desiring an opportunity to be heard were given such opportunity at said public hearing; and

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

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

Section 1: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Preannexation Agreement (Brookside Glen)" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as EXHIBIT 1.

Section 2: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and behalf of said Village of Tinley Park the aforesaid Agreement.

Section 3: That this Resolution shall take effect from and after its adoption and approval as provided by law.

TMB:ajh
11/8/89


ADOPTED this 21st day of November, 1989, by
the Corporate Authorities of the Village of Tinley Park on a roll
call vote as follows:

AYES: FULTON, HANNON, MATUSHEK, REA, SEAMAN, VANDENBERG

NAYS: NONE

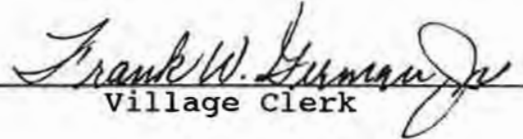
ABSENT: NONE

APPROVED this 21st day of November, 1989, by
the President of the Village of Tinley Park.



Village President

ATTEST:



Village Clerk

AJH\A:TINLEY\RESOLUTIONS\BROOKSIDE.PRE

TMB:ajh
10/25/89

PREANNEXATION AGREEMENT (BROOKSIDE GLEN)

THIS AGREEMENT entered into this 21ST day of November, 1989, by and between the VILLAGE OF TINLEY PARK, Illinois, a municipal corporation (hereinafter referred to as the "Village"); and the MARQUETTE NATIONAL BANK as Trustee under a Trust Agreement dated March 11, 1980, and known as Trust Number 4908 and JOHN E. MALONE being the sole beneficiary thereof, and MARQUETTE NATIONAL BANK as Trustee under Trust Agreement dated November 18, 1976 and known as Trust Number 7565 and MALONE AND MOLONEY BUILDERS, INC., an Illinois corporation and CRANNA CONSTRUCTION COMPANY, INC., an Illinois corporation being the sole beneficiaries of said Trust Number 7565, and RICHARD R. BEEN, (hereinafter collectively referred to as "Owner"), and MALONE AND MOLONEY BUILDERS, INC., an Illinois Corporation, and CRANNA CONSTRUCTION COMPANY, INC., an Illinois Corporation (hereinafter referred to collectively as "Developer").

WHEREAS, the parties hereto have negotiated and agreed upon the terms of an Annexation Agreement which provides for the annexation of the Subject Property to the Village of Tinley Park, which property is described in EXHIBIT A to said Annexation Agreement; and

WHEREAS, a true and correct copy of said Annexation Agreement is attached hereto and hereby made a part hereof as EXHIBIT 1; and

WHEREAS, the parties hereto wish to enter into this Preannexation Agreement providing for the annexation of the Subject Property under the terms and conditions of said Annexation Agreement, provided that the Owner and Developer are able to provide for satisfactory transmission and treatment of sanitary sewerage from the Subject Property in a manner acceptable to the Village;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, and other good and valuable

TMB:ajh
10/25/89

consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Owner and Developer shall obtain a commitment for the transmission and treatment of the sanitary sewerage in a manner acceptable to the Village. Once the Village has accepted the method of treatment, which acceptance shall be subject to the sole and absolute discretion of the Village, the Owner and Developer shall sign and enter into the attached Annexation Agreement and submit the same to the Village for signature.

2. Owner and Developer shall petition for a special use for a planned unit development for that portion of the Subject Property that is to be rezoned to the R-2 Single-Family Residence classification as more specifically described in EXHIBIT A attached hereto. It is recognized by both parties that a planned unit development in the R-2 category was contemplated by both parties, but that such was inadvertently omitted from the legal notice for the hearing before the Plan Commission of the Village. Upon filing of such petition, the Village will consider the issuance of a special use permit for a planned unit development in accordance with the standards of its ordinances and other applicable law. If approved by the Plan Commission of the Village and the Village Board, it is contemplated that the attached Annexation Agreement shall be amended to so provide.

3. Owner and Developer shall further petition for the inclusion of certain uses as permitted uses within the B-2 and B-3 zoned portions of the Subject Property which otherwise are not permitted uses within the particular underlying zoning classification, but which would be consistent with the uses contemplated and which are allowed under the Tinley Park Zoning Ordinance as a part of a planned unit development in each of said Districts. If approved by the Plan Commission of the Village and the Village Board, it is contemplated that the attached Annexation Agreement shall be amended to so provide.

TMB:ajh
10/25/89

4. Upon approval of the method of transmission and treatment of the sanitary sewerage from the Subject Property, and upon receipt of a fully executed (by all parties except the Village) Annexation Agreement with the terms set forth on EXHIBIT 1, the President and Clerk of the Village are hereby authorized to sign and enter into said Annexation Agreement on behalf of the Village.

5. In the event that the Owners determine that the method of treatment deemed acceptable to the Village renders the development economically unviable, or in the event that the method of treatment acceptable to the Village is not secured within two (2) years from the date of this Agreement, then this Agreement shall be deemed null and void without further action by the parties. Nothing herein shall prevent the Owner, Developer and Village from mutually agreeing to an extension of the time limits provided herein.

6. 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 twenty (20) years from the date of execution hereof and any extended time that may be agreed to by amendment.

7. This Agreement shall be signed last by the Village and the President (Mayor) of the Village shall affix the date on which he signs this Agreement on page 1 hereof which date shall be the effective date of this Agreement.

ATTEST:

VILLAGE OF TINLEY PARK

By: Frank W. Korman Jr.
Village Clerk

By: [Signature]
Village President

DATED: 11-21-89

TMB:ajh
10/25/89

MALONE AND MOLONEY BUILDERS, INC., individually as Developer and also as Sole Beneficiary under Trust No. 7565, and also as legal title holder of record of Parcel A legally described on EXHIBIT A

By: *John E. Malone*
Its Pres

ATTEST:

By: *John M. Moloney*
Its Secy

DATED: 11/29/89

CRANNA CONSTRUCTION COMPANY, individually as Developer and also as Sole Beneficiary under Trust No. 7565, and also as legal title holder of record of Parcel A legally described on EXHIBIT A

By: *Frank Bradley*
Its Pres

ATTEST:

By: *Hugh J. M. Gangle*
Its Secy

DATED: 11/27/89

MARQUETTE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 11, 1980 AND KNOWN AS TRUST NO. 4908 and JOHN E. MALONE being the sole beneficiary thereof and not Individually, and not personally

By: *Anne M. Kelly*
Its Vice President

ATTEST:

By: *Joyce Schreiner*
Its Assistant Secretary

DATED: 11/24/89

This Instrument is executed by the Marquette National Bank, not personally, but only as Trustee, and no personal liability is assumed by or shall be enforced against said Marquette National Bank because of or on account of the making of this Instrument.

Shirley R. Kinstle
RECORDER

19⁰⁰

FILED WILL CTY., IL.

STATE OF ILLINOIS)
COUNTY OF C O O K) SS.
COUNTY OF W I L L)

CLERK'S CERTIFICATE

I, **FRANK W. GERMAN, JR.**, the duly elected, qualified, and acting Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of that Ordinance now on file in my office, entitled:

ORDINANCE NO. 90-0-004

"AN ORDINANCE ANNEXING PROPERTY
(BROOKSIDE GLEN - EASTERN PORTION)."

which Ordinance was passed by the Board of Trustees of the Village of Tinley Park at a special meeting held on the 11th day of January, 1990, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 11th day of January, 1990.

I further certify that the vote on the question of the passage of the said Ordinance by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of said vote was as follows, to-wit:

AYES: Rea, Fulton, Seaman, Vandenberg

NAYS: Hannon

ABSENT:

I do further certify that the original Ordinance, of which the attached is a true copy, is entrusted to my care for safe-keeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this 11th day of January, 1990.



Frank W. German Jr.
Village Clerk

- PIN: 9-11-400-002
- 09-11-300-006
- 09-11-300-008
- 09-11-200-003
- 09-12-300-001
- 09-12-100-001
- 09-12-100-004
- 09-12-200-002

09-12-200-018
09-12-200-019

Prepared by and Mail To:

Terrence M. Barnicle
Klein, Thorpe & Jenkins, Ltd.
180 N. LaSalle Street - Suite 1600
Chicago, IL 60601

10 of 4

TMB:ajh
1/10/90

ORDINANCE NO. 90-O-004

AN ORDINANCE ANNEXING PROPERTY
(BROOKSIDE GLEN - EASTERN PORTION)

BE IT ORDAINED by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: That this President and Board of Trustees find as follows:

- (a) A Petition has been filed with the Village Clerk and presented in proper form to the President and Board of Trustees of the Village of Tinley Park, requesting that the territory described on EXHIBIT A which is attached hereto and hereby made a part hereof, be annexed to the Village of Tinley Park, Cook and Will Counties, Illinois;
- (b) The aforesaid Petition is in proper form under oath, signed by all owners of record of all the land within the territory there being no electors residing within or on said territory;
- (c) That there is no highway adjacent to or located within the aforesaid land which is under the jurisdiction of any Township or its Commissioner of Highways, and therefore no notice of the proposed annexation has been served upon and given to any Commissioner of Highways or Board of Town Auditors;
- (d) That all notices of the annexation of the territory described on EXHIBIT A have been given in the manner and time required by law;
- (e) Such territory described on EXHIBIT A is solely within Will County and not within the corporate limits of any municipality, but is contiguous to the Village of Tinley Park, Cook and Will Counties, Illinois, a municipality existing under the laws of the State of Illinois.

Section 2: That the territory legally described on EXHIBIT A attached hereto and which is hereby made a part hereof, be and is hereby annexed to the Village of Tinley Park, Cook and Will Counties.

Section 3: That the Village Clerk is hereby and herewith instructed to record with the Recorder of Deeds of Will County, Illinois, and to file with the County Clerk of Will County, Illinois:

- (a) a copy of this Ordinance certified as correct by the Clerk of said Village of Tinley Park; and
- (b) a plat of the land included in this annexation, as required by law, said plat to be attached to the aforesaid certified copy of this Ordinance.

TMB:ajh
1/10/90

Section 4: That this Ordinance shall be in full force and effect immediately upon its passage and approval.

PASSED this 11th day of January, 1990, by a majority of the Corporate Authorities on a roll call vote as follows:

AYES: Rea, Fulton, Seaman, Vandenberg, Matushek

NAYS: Hannon

ABSENT: None

APPROVED this 11th day of January, 1990, by the President of the Village of Tinley Park.



Village President

ATTEST:



Village Clerk

PLAT OF ANNEXATION TO THE VILLAGE OF TINLEY PARK

The Undersigned, as Trustee under Trust Agreement No. 7565 and bearing date 11-18-76 and under deed in trust bearing date _____ and recorded in the Recorder's Office of _____ County, Illinois, as Document No. _____ does hereby certify that it is as such trustee, the owner of part of the property shown hereon and that has caused said property to be annexed as shown on the plat hereon drawn.

MARQUETTE NATIONAL BANK
as trustee, as aforesaid and not personally

By: Anne D. Kelly
Vice President
Attest: [Signature]
Secretary

State of Illinois)
County of _____)ss

I, ROSAW A. SCHROEDER, a Notary Public in and for the County of _____ in the State of Illinois, do hereby certify that Anne D. Kelly, Vice President of MARQUETTE NATIONAL BANK and ROSEMARY L. SCHROEDER, ASST. Secretary of said BANK, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and ASST. Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said BANK for the uses and purposes therein set forth, and the said ASST. Secretary did also then and there acknowledge that he (or she) as custodian of the corporate seal of said BANK did affix the said corporate seal of said BANK to said instrument as his (or her) own free and voluntary act and as the free and voluntary act of said BANK for the uses and purposes therein set forth. Given under my hand and notarial seal this _____ day of _____ A.D. 1989.

Rosaw A. Schroeder
Notary Public

395.14 feet of the Southeast Quarter of the Northeast Quarter, North of the Indian Boundary line, of Section 12, Township 35 North, Range 12, East of the Third Principal Meridian, in Will County, Illinois.

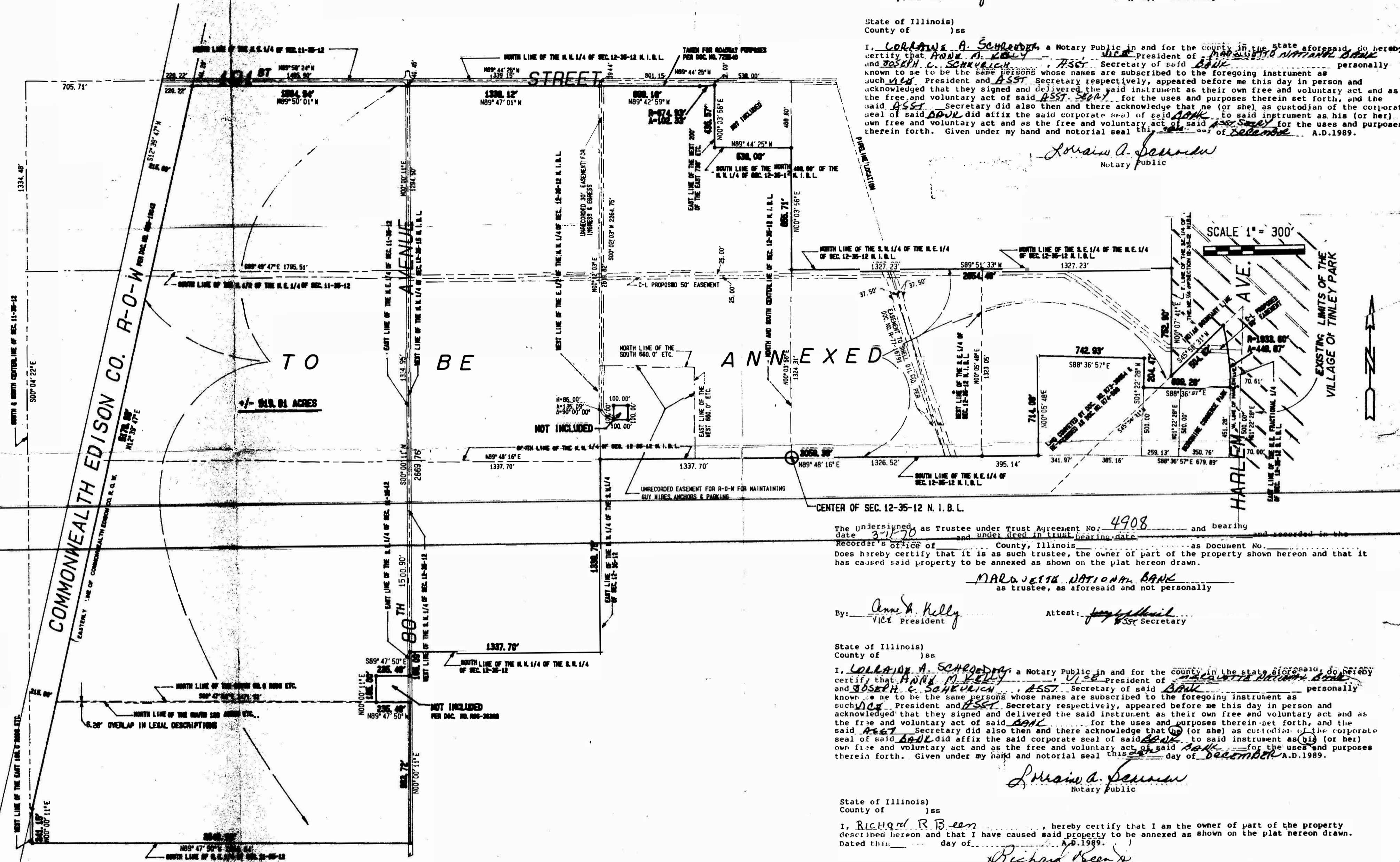
ALSO
A tract of land situated in part of the Southeast Quarter of the Northeast Quarter, North of the Indian Boundary Line, of Section 12, Township 35 North, Range 12, East of the Third Principal Meridian, and situated also in part of the Northeast Fractional Quarter, South of the Indian Boundary line, of said Section 12, Township 35 North, Range 12, East of the Third Principal Meridian, said tract of land being bounded and described as follows: commencing at a point in the East line of the Northeast Fractional Quarter, South of the Indian Boundary line of Section 12, that is 969.26 feet North of the Southeast corner of said Northeast Fractional Quarter; Thence West 1/4 a line parallel to the South line of said Northeast Fractional Quarter, South of the Indian Boundary line, of Section 12, a distance of 70.0 feet to the point of beginning; said point also being the Northeast corner of land conveyed by Document #72-3787; Thence continuing West along a prolongation of the last described line, also being the North line of land conveyed by said Document #72-3787, a distance of 609.28 feet to a point, said point being on the East line of land conveyed by Document #73-36654 and re-recorded as Document #74-598; Thence North 0° 1' 20" West along the East line of land conveyed by Document #74-598, a distance of 286.49 feet to the Northeast corner of the land conveyed by Document #74-598; Thence West along the North line of the land conveyed by Document #74-598, 746.78 feet to a point that is 395.14 feet Easterly of the West line of the Southeast Quarter of the Northeast Quarter, North of the Indian Boundary line of Section 12; Thence North 1° 10' 44" West along a line parallel to the said West line of the Southeast Quarter of the Northeast Quarter, North of the Indian Boundary line, of Section 12, a distance of 608.62 feet to a point in the North line of the said Southeast Quarter of the Northeast Quarter, North of the Indian Boundary line of Section 12; Thence North 88° 27' 40" East along the said North line, a distance of 935.11 feet to the East line of said Southeast Quarter of the Northeast Quarter, North of the Indian Boundary line; Thence South 1° 16' 35" East along the said East line, a distance of 752.48 feet to a point on the Indian Boundary line; Thence North 44° 35' 5" East along the said Indian Boundary line, a distance of 503.91 feet to a point in the West line of Harlem Avenue; Thence Southerly along the said West line of Harlem Avenue, a distance of 449.98 feet to the place of beginning, in Will County, Illinois.

ALSO
The East Half of the Northwest Quarter of Section 12, North of the Indian Boundary line, (except the North 468.60 feet of the East 538.00 feet thereof); and also excepting, commencing at a point on the North line of the Northwest Quarter of Section 12, Township 35 North, Range 12, East of the Third Principal Meridian, said point being 1354.12 feet East of the Northwest corner of the Northwest Quarter of Section 12; Thence South 1° 40' 40" East 235.75 feet to a point; Thence North 88° 41' 20" East 300.00 feet to a point, said point to be known as the point of beginning; Thence North 88° 41' 20" East 100.0 feet to a point; Thence South 1° 18' 40" East 100.0 feet to the point of beginning; and also excepting the above described tract of land that has theretofore been taken by the State of Illinois for dedication of the same for public use by instrument dated April 16, 1953 and recorded June 8, 1953 as Document #729540; and also the Southwest Quarter of the Northeast Quarter of Section 12, North of the Indian Boundary line, all in Township 35 North, Range 12, East of the Third Principal Meridian, in Will County, Illinois.

ALSO
That part of the East 60.00 acres of the North Half of the Northeast Quarter and the South 60.00 rods of the East 160.00 rods of the Southeast Quarter of Section 11, lying East of the Commonwealth Edison Company right of way and except those parts taken for 191st Street, all in Township 35 North, Range 12, East of the Third Principal Meridian, in Will County, Illinois.

ALSO
The West Half of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 12, except that part taken for 191st Street, in Township 35 North, Range 12, East of the Third Principal Meridian, in Will County, Illinois.

ALSO
That part of the South Half of the Northeast Quarter of Section 11, Township 35 North, Range 12, East of the Third Principal Meridian, lying Easterly of the Commonwealth Edison Company Right of Way as recorded by Document #R66-19043 of the Will County Records; and also that part of the South Half of said Section 11 (except the South 120 acres thereof) lying Easterly of the said Commonwealth Edison Company Right of Way and East of the North-South Center of Section line of said Section 11; excepting therefrom that part conveyed by Document #R66-36388 of the Will County Records, all in Frankfort Township, Will County, Illinois.



The undersigned, as Trustee under Trust Agreement No. 4908 and bearing date 3-1-70 and under deed in trust bearing date _____ and recorded in the Recorder's Office of _____ County, Illinois, as Document No. _____ does hereby certify that it is as such trustee, the owner of part of the property shown hereon and that it has caused said property to be annexed as shown on the plat hereon drawn.

MARQUETTE NATIONAL BANK
as trustee, as aforesaid and not personally

By: Anne D. Kelly
Vice President
Attest: [Signature]
Secretary

State of Illinois)
County of _____)ss

I, ROSAW A. SCHROEDER, a Notary Public in and for the County of _____ in the State of Illinois, do hereby certify that Anne D. Kelly, Vice President of MARQUETTE NATIONAL BANK and ROSEMARY L. SCHROEDER, ASST. Secretary of said BANK, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and ASST. Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said BANK for the uses and purposes therein set forth, and the said ASST. Secretary did also then and there acknowledge that he (or she) as custodian of the corporate seal of said BANK did affix the said corporate seal of said BANK to said instrument as his (or her) own free and voluntary act and as the free and voluntary act of said BANK for the uses and purposes therein set forth. Given under my hand and notarial seal this _____ day of _____ A.D. 1989.

Rosaw A. Schroeder
Notary Public

State of Illinois)
County of _____)ss

I, RICHARD R. BEEN, hereby certify that I am the owner of part of the property described hereon and that I have caused said property to be annexed as shown on the plat hereon drawn. Dated this _____ day of _____, 1989.

Richard Been
Owner

State of Illinois)
County of _____)ss

I, UNA MALONE, a Notary Public in and for the County and State aforesaid, do hereby certify that RICHARD BEEN personally known to me to be the same person who appeared before me this day in person and acknowledged that he is the owner of part of the property described on the plat hereon drawn and that as such owner he signed, sealed and delivered the said instrument for the uses and purposes therein set forth. Given under my hand and seal this _____ day of _____ A.D. 1989.

Una Malone
Notary Public

State of Illinois)
County of Cook)ss

I, Robert E. Biedermann, a Registered Illinois Land Surveyor, do hereby certify that I have prepared the plat hereon drawn from previous plats and records for annexation purposes as shown on the plat hereon drawn. Dimensions are shown in feet and decimal parts thereof.

Dated: Dec 22, A.D. 1989.

[Signature]
Registered Illinois Land Surveyor



prepared by:
GREINLEY AND BEDERMANN, INC.
REGISTERED ILLINOIS LAND SURVEYORS
1405 N. ELSTON AVE., CHICAGO, ILL. 60630
TELEPHONE: 312 / 685-3022

NOTE
NO DIMENSIONS SHALL BE ASSUMED BY SCALE MEASUREMENT UPON THIS PLAT.

EXHIBIT A

R90-02806

90 JAN 12 PM 3:35
FILED WILL CTY., IL.

Shirley R. Kusta
RECORDER

1900

STATE OF ILLINOIS)
COUNTY OF COOK) SS.
COUNTY OF WILL)

CLERK'S CERTIFICATE

I, FRANK W. GERMAN, JR., the duly elected, qualified, and acting Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of that Ordinance now on file in my office, entitled:

ORDINANCE NO. 90-0-005

"AN ORDINANCE ANNEXING PROPERTY
(BROOKSIDE GLEN - WESTERN PORTION)"

which Ordinance was passed by the Board of Trustees of the Village of Tinley Park at a special meeting held on the 11th day of January, 1990, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 11th day of January, 1990.

I further certify that the vote on the question of the passage of the said Ordinance by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of said vote was as follows, to-wit:

AYES: Rea, Fulton, Seaman, Vandenberg

NAYS: Hannon

ABSENT:

I do further certify that the original Ordinance, of which the attached is a true copy, is entrusted to my care for safe-keeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this 11th day of January, 1990.

Frank W. German Jr.
Village Clerk

PIN:

09-10-400-001
09-11-300-006
09-11-300-008

Prepared by and Mail To:

Terrence M. Barnicle
Klein, Thorpe & Jenkins, Ltd.
180 N. LaSalle Street - Suite 1600
Chicago, IL 60601

1075

TMB:ajh
1/10/90

ORDINANCE NO. 90-O-005

AN ORDINANCE ANNEXING PROPERTY
(BROOKSIDE GLEN - WESTERN PORTION)

BE IT ORDAINED by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: That this President and Board of Trustees find as follows:

- (a) A Petition has been filed with the Village Clerk and presented in proper form to the President and Board of Trustees of the Village of Tinley Park, requesting that the territory described on EXHIBIT A which is attached hereto and hereby made a part hereof, be annexed to the Village of Tinley Park, Cook and Will Counties, Illinois;
- (b) The aforesaid Petition is in proper form under oath, signed by all owners of record of all the land within the territory there being no electors residing within or on said territory;
- (c) That there is no highway adjacent to or located within the aforesaid land which is under the jurisdiction of any Township or its Commissioner of Highways, and therefore no notice of the proposed annexation has been served upon and given to any Commissioner of Highways or Board of Town Auditors;
- (d) That all notices of the annexation of the territory described on EXHIBIT A have been given in the manner and time required by law;
- (e) Such territory described on EXHIBIT A is solely within Will County and not within the corporate limits of any municipality, but is contiguous to the Village of Tinley Park, Cook and Will Counties, Illinois, a municipality existing under the laws of the State of Illinois.

Section 2: That the territory legally described on EXHIBIT A attached hereto and which is hereby made a part hereof, be and is hereby annexed to the Village of Tinley Park, Cook and Will Counties.

Section 3: That the Village Clerk is hereby and herewith instructed to record with the Recorder of Deeds of Will County, Illinois, and to file with the County Clerk of Will County, Illinois:

- (a) a copy of this Ordinance certified as correct by the Clerk of said Village of Tinley Park; and
- (b) a plat of the land included in this annexation, as required by law, said plat to be attached to the aforesaid certified copy of this Ordinance.

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Section 4: That this Ordinance shall be in full force and effect immediately upon its passage and approval.

PASSED this 11th day of January, 1990, by a majority of the Corporate Authorities on a roll call vote as follows:

AYES: Rea, Fulton, Seaman, Vandenberg, Matushek

NAYS: Hannon

ABSENT: None

APPROVED this 11th day of January, 1990, by the President of the Village of Tinley Park.



Village President

ATTEST:



Village Clerk

Shirley R. Kuster
RECORDER

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FILED WILL CTY., IL.

STATE OF ILLINOIS)
COUNTY OF COOK) SS.
COUNTY OF WILL)

CLERK'S CERTIFICATE

I, FRANK W. GERMAN, JR., the duly elected, qualified, and acting Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of that Resolution now on file in my office, entitled:

RESOLUTION NO. 90-R-002

"RESOLUTION AUTHORIZING EXECUTION OF ANNEXATION AGREEMENT (BROOKSIDE GLEN)"

which Resolution was passed by the Board of Trustees of the Village of Tinley Park at a special meeting held on the 11th day of January, 1990, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 11th day of January, 1990.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of said vote was as follows, to-wit:

AYES:

NAYS:

ABSENT:

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safe-keeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this 11th day of January, 1990.

Frank W. German Jr.
Village Clerk

- PIN: 09-11-400-002
- 09-11-300-006
- 09-11-300-008
- 09-11-200-003
- 09-12-300-001
- 09-12-100-001
- 09-12-100-004
- 09-12-200-002
- 09-12-200-018
- 09-12-200-019

Prepared by and Mail To:

Terrence M. Barnicle
Klein, Thorpe & Jenkins, Ltd.
180 N. LaSalle St. - Suite 1600
Chicago, IL 60601

10/45

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RESOLUTION NO. 90-R-002

RESOLUTION AUTHORIZING EXECUTION OF
ANNEXATION AGREEMENT (BROOKSIDE GLEN)

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, did hold a public hearing to consider a preannexation agreement and an annexation agreement for the annexation of certain property not presently within the corporate limits of any municipality but contiguous to the Village of Tinley Park, a true and correct copy of such Annexation Agreement (the "Annexation Agreement") being attached hereto and made a part hereof as EXHIBIT 1; and

WHEREAS, the aforesaid public hearing was held pursuant to legal notice as required by law, and all persons desiring an opportunity to be heard were given such opportunity at said public hearing; and

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

WHEREAS, the previously executed Preannexation Agreement provided that the President and Clerk were to execute the Annexation Agreement upon approval by the Village of the method of transmission and treatment of the sanitary sewerage from the Subject Property; and

WHEREAS, this Village Board has determined that it is in the best interests of the Village and its residents that the Annexation Agreement be entered into at this time and such provision be waived, and that there are alternative means to secure approved transmission and treatment of such sanitary sewerage.

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

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Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Annexation Agreement (Brookside Glen)" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**, and that the provision relating to prior approval of sanitary sewerage treatment and transmission be and is hereby waived.

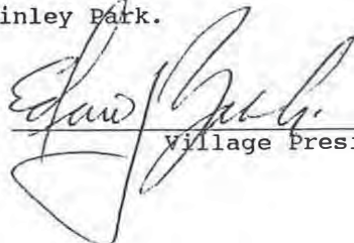
Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and behalf of said Village of Tinley Park the aforesaid Annexation Agreement.

Section 4: That this Resolution shall take effect from and after its passage and approval.

PASSED this 11th day of January, 1990, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:


AYES: Rea, Fulton, Seaman, Vandenberg, Matushek
NAYS: Hannon
ABSENT: None

APPROVED this 11th day of January, 1990, by the President of the Village of Tinley Park.



Village President

ATTEST:



Village Clerk

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ANNEXATION AGREEMENT (BROOKSIDE GLEN)

INTRODUCTION.

1. This Agreement entered into this 11th day of January, 1989, by and between the VILLAGE OF TINLEY PARK, Illinois, a municipal corporation (hereinafter referred to as the "Village"); and the MARQUETTE NATIONAL BANK as Trustee under a Trust Agreement dated March 11, 1980, and known as Trust Number 4908 and JOHN E. MALONE being the sole beneficiary thereof, and MARQUETTE NATIONAL BANK as Trustee under Trust Agreement dated November 18, 1976 and known as Trust Number 7565 and MALONE AND MOLONEY BUILDERS, INC., an Illinois corporation and CRANNA CONSTRUCTION COMPANY, INC., an Illinois corporation being the sole beneficiaries of said Trust Number 7565, and RICHARD R. BEEN, (hereinafter collectively referred to as "Owner"), and MALONE AND MOLONEY BUILDERS, INC., an Illinois Corporation, and CRANNA CONSTRUCTION COMPANY, INC., an Illinois Corporation (hereinafter referred to collectively as "Developer").

2. The Property subject to this Agreement and legal title to which is vested in the Owner (excepting such portion as is dedicated to the public), is legally described in EXHIBIT A attached hereto and made a part hereof. The said property hereinafter referred to as the "Subject Property".

3. The Subject Property is generally bounded on the north by 191st Street, on the east by Harlem Avenue, on the west generally by 88th Avenue but extending as far west as 92nd Avenue, and on the south by several different housing developments. The Subject Property contains approximately 828 acres and is contiguous with the Village of Tinley Park.

4. The Subject Property is proposed to be developed by the Developer as planned unit developments under the following underlying zoning classifications (except for R-2) and consisting of mixed uses, including approximately 463.6 acres for detached single family residences under the R-2 Single-Family Residence

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classification of the Tinley Park Zoning Ordinance (hereinafter referred to as Parcel A and as so identified and generally located in the area depicted on EXHIBIT C), approximately 122.8 acres for townhomes under the R-5 Low Density Residential District classification (hereinafter referred to as Parcel B and as so identified and generally located in the area depicted on EXHIBIT C), approximately 21.5 acres for condominiums under the R-6 Medium Density Residential District classification (hereinafter referred to as Parcel C and as so identified and generally located in the area depicted on EXHIBIT C), approximately 55.3 acres for commercial uses under the B-2 and B-3 zoning classifications (hereinafter referred to as Parcels D and E and as so identified and generally located in the area depicted on EXHIBIT C), approximately 23.4 acres under the ORI Office and Restricted Industrial zoning classification (hereinafter referred to as Parcel F and as so identified and generally located in the area depicted on EXHIBIT C), approximately 1.3 acres for a municipal fire station, and approximately 124 acres to remain open space (including the Commonwealth Edison right-of-way/tower easement, parkland, dry bottom flood plain, water-filled areas and recreational trails and generally located in the areas depicted on EXHIBIT C). Legal title to the various parcels is held as indicated on said EXHIBIT A.

5. The Village of Tinley 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

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hereinafter set forth and that the Subject Property be zoned and developed in the manner as set forth in this Agreement under the R-2 Single-family Residential District, R-5 Low Density Residential District, R-6 Medium Density Residential District, B-2 Community Shipping District, and B-3 General Business and Commercial District, and ORI Office and Restricted Industrial District provisions of the Tinley Park Zoning Ordinance, and that it be granted a special use permit for a mixed use planned unit development.

2. Owner has petitioned the Village for annexation to the Village of the Subject Property and for amendments to the zoning ordinance 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 Developer requesting annexation of the above-described Subject Property and zoning of the Subject Property and granting of a special use for a planned unit development to enable development as herein provided. The Village has caused the issuance of proper notice and the conduct of all hearings by all necessary governmental entities to effectuate such annexation, rezoning and special use as herein provided, including all hearings as are necessary to effectuate the plan of development herein set forth.

4. All reports by all relevant governmental entities have been submitted enabling appropriate action by the Village Board of Trustees to achieve the following:

- (a) Adoption and execution of this Agreement by ordinance;
- (b) 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 Subject Property for purposes of zoning and the granting of a special

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use permit 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.

5. The Subject Property is within a library district but not within any fire protection district, nor are any roads adjacent to or on the Subject Property under the jurisdiction of a township.

6. The parties hereto have determined that it is in the best interests of the Village and the Developer 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, will implement the comprehensive plan of the Village and will constitute a preservation of environmental values.

7. The sole beneficiary of said Trust No. 4908, being John E. Malone, and the sole beneficiaries of said Trust No. 7565, being Malone and Moloney Builders, Inc. and Cranna Construction Company, Inc., covenant and agree that they will execute all necessary directions and issue all necessary instructions and take all other action necessary to direct and require Owner to perform its obligations hereunder.

8. The Introduction and Recitals hereto are hereby incorporated by reference as a part of this Agreement.

SECTION ONE: Annexation.

The Owner has filed a petition for annexation to the Village of the Subject Property legally described above pursuant to statute 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.

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Subject to the provisions of Chapter 24, Article 7, of the Illinois Revised Statutes, and such other statutory provisions as may be relevant and the Home Rule powers of the Village, the Village shall by proper ordinances, cause approval and execution of this Agreement and immediately after adoption and execution of this Agreement cause the Subject Property to be annexed to the Village. Also the Village, upon annexation, shall thereafter adopt all ordinances respecting the zoning, use and development of the Subject Property as herein provided. A plat of annexation of the Subject Property to be annexed is attached hereto as EXHIBIT B. 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 and Developer 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 that portion of the Subject Property described as Parcel A on EXHIBIT A attached hereto and hereby made a part hereof to be classified under the Zoning Ordinance of the Village as R-2 Single-family Residential District, that portion of the Subject Property described as

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Parcel B on said EXHIBIT A to be classified under the R-5 Low Density Residential District, that portion of the Subject Property described as Parcel C on said EXHIBIT A to be classified under the R-6 Medium Density Residential District, that portion of the Subject Property described as Parcel D on said EXHIBIT A to be classified under the B-2 Community Shopping District, that portion of the Subject Property described as Parcel E on said EXHIBIT A to be classified under the B-3 General Business and Commercial District, that portion of the Subject Property described as Parcel F on said EXHIBIT A to be classified under the ORI Office and Restricted Industrial District, as more graphically set forth in the land plan attached hereto and made a part hereof as EXHIBIT C, and the Village shall grant a special use permit for a preliminary planned unit development in each of the above zoning classifications (except for R-2) in accordance with subparagraph B of this Section Two.

B. The Subject Property shall be developed substantially in accordance with the land plan/site plan appended hereto and incorporated herein as EXHIBIT C entitled "Brookside Glen P.U.D." prepared by Archiplan International Ltd. and dated as of November 6, 1989, as last revised on _____ or as may be subsequently amended and approved by the Village.

Parcels B, C, D, E and F shall be landscaped in full compliance with a landscape plan to be submitted by Developer to Village and shall be subject to approval by the Village.

It is understood that, except for the R-2 and R-5 portions of the Subject Property, there is no specific plan for development of the remainder of the Subject Property. Owner and Developer agree with respect to Parcels B, C, D, E and F that any development shall comply fully with a specific site plan or plans, including landscape plans, which subsequent site and landscape plan or plans shall be subject to the approval of the Village. Also, except as otherwise expressly set forth herein,

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the Village shall retain the right to approve the number and height of buildings and location of detention/retention facilities and other proposed public improvements on said Parcels consistent with the then current Village ordinances; provided further, however, Developer shall be entitled, for the life of this Agreement, to develop 1229 single family detached residential lots in the R-2 zoned portion of the Subject Property, 737 townhomes in the R-5 zoned portion, and 258 condominiums in the R-6 zoned portion.

C. In addition to the remaining provisions of this Agreement, the following regulations shall apply to and govern the development of the Subject Property. To the extent of any conflict between the terms of these provisions and the terms of the Zoning Ordinance of the Village (as amended from time to time), the following provisions will govern such development of the Subject Property during the term of this Agreement:

- 1) In the portion of the Subject Property to be zoned and developed under the R-2 Single Family Residential District classification as a planned unit development, the following requirements must be met:
 - (a) The average lot size shall be 12,500 square feet and the minimum lot size shall be 11,000 square feet.
 - (b) The minimum lot width for all lots located on cul-de-sacs shall be 75 feet measured at the front building line. The lot width for all other lots (i.e. those not located on cul-de-sacs) shall average not less than 90 feet in width and the minimum lot width for all such lots not located on cul-de-sacs shall be 80 feet.
 - (c) The front yard setback to the home shall be a minimum of 30 feet. A garage must be set back a minimum of 30 feet; provided, however, a garage may be set back between 25 feet and 30 feet should the Village's Director of Community Development determine that such would serve a legitimate function or aesthetic purpose and not be detrimental to the remaining homes in the area.
 - (d) When two corner lots back up to one another, the setbacks along the streets shall be a minimum of 30 feet for one side and 20 feet for the other.
 - (e) Corner lots shall be a minimum of 90 feet wide.
 - (f) Rear yard setbacks shall be a minimum of 35 feet.

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- (g) Side yards shall be a minimum of 10% of the lot width as measured at the building line.
- 2) Throughout the development street trees shall be planted with a maximum distance between trees of 50 feet. All such trees shall be at least 2 1/2 inches in diameter measured at a point 6" above ground once planted.
 - 3) In areas adjacent to locations where bicycle, jogging or walking paths or trails are provided, the Owner and Developer shall place restrictive covenants on the land which will prohibit the installation of any solid fences (regardless of height), and also any non-solid fences in excess of 4 feet in height, within 15 feet of any rear or side yard lot lines. Natural plantings along these areas, however, shall be encouraged. Such provisions must be submitted to and approved by the Village prior to recording of the restrictions and any applicable plat of subdivision for the applicable portion of the Subject Property.
 - 4) In the portion of the Subject Property zoned R-6 Medium Density Residential District, the maximum building height shall be 3 stories or 40 feet in height provided the appropriate setbacks are applied in accordance with the planned unit development provisions of the Tinley Park Zoning Ordinance.
 - 5) In the portion of the Subject Property zoned B-3 General Business and Commercial District, the maximum building height shall be 5 stories or 75 feet in height provided the appropriate setbacks are applied in accordance with the planned unit development provisions of the Tinley Park Zoning Ordinance.
 - 6) In the portion of the Subject Property zoned B-2 Community Shopping District, up to 390,000 square feet net leasable area shall be allowed to be constructed provided that Owner and Developer must also be able to and actually meet the parking and landscaping requirements of the Village relating thereto.

D. The Village agrees that individual plats of portions of the Subject Property may be recorded in phases in the Office of the Recorder of Deeds of Will County, Illinois. At the discretion of Developer, each phase or combination of phases may be considered a separate subdivision, providing such subdivision as proposed complies with all provisions of this Agreement and the Subdivision Regulations Ordinance of the Village and further provided the Plan Commission of the Village has reviewed any such plat of subdivision, has recommended its approval to the Village Board as being in compliance with this Agreement and the applicable provisions of the Subdivision Regulations Ordinance of the Village, and provided that the Village Board approves such plat

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as being in full compliance with the applicable provisions of this Agreement and the Subdivision Regulations Ordinance.

SECTION THREE: Utility Recaptures and Contributions.

In accordance with the Village's policy of providing recapture to the Village or developers who have extended and/or oversized sewer, water, central retention ponds, and other utilities or public improvements beyond their territory to serve other territories, and particularly, the Subject Property, Developer shall pay to the Village the sum of \$64,426.00 for the construction of the Village's sanitary sewer main that will service the Subject Property.

SECTION FOUR: Contributions.

Upon the issuance of each building permit, Owner or Developer shall make the following contributions, which are payable to the Village on behalf of the following:

	<u>Per residential unit (not building)</u>	<u>Per non-residential building</u>
Water Construction Fund	\$300.00	\$300.00
Sewer Construction Fund	\$100.00	\$100.00
Water Reservoir Construction Fund	\$275.00	-0-
Tinley Park Volunteer Fire Dept.	\$100.00	\$100.00
Fire Station Construction Fund	\$550.00*	-0-
Street Impact Fee Fund	\$385.00	-0-
Tinley Park Board of Library Directors	\$100.00	-0-
E.S.D.A. Siren System	\$ 15.00	\$ 15.00

*on first 1,150 residential units only

The Owner and Developer have entered into a developer impact fee agreement with both the local elementary and high school districts and local park district which service the Subject Property. Such agreements set forth the amount of land or cash in lieu of land or combination of both which the Owner and Developer must dedicate and/or pay to said elementary and high

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school districts and park district because of the impact of this development on said districts. From the period of the commencement of construction on the Subject Property to December 31, 1992, the Owner and Developer shall pay to the local elementary school district, Will County District 161, the amount of \$1,215.50 for each detached single family unit having two bedrooms, \$2,044.25 for each detached single family unit having three bedrooms and \$2,899.00 for each detached single family unit having four or more bedrooms, and also \$416.00 for each two bedroom attached single family unit (both townhouses and condominiums), \$1,462.50 for each three bedroom attached single family unit and \$3,090.75 for each four or more bedroom attached single family unit. For the period of January 1, 1993 and extending until the complete development of the Subject Property, the above figures shall be changed respectively for the detached single family units to \$1,397.83, \$2,350.89 and \$3,333.85, and for the attached single family units \$478.40, \$1,681.88 and \$3,554.36. From the period of the commencement of construction on the Subject Property to December 31, 1992, the Owner and Developer shall pay to the local high school district, (Lincoln-Way High School), the amount of \$170.13 for each detached single family unit having two bedrooms, \$283.41 for each detached single family unit having three bedrooms, \$372.18 for each detached single family unit having four bedrooms, and \$511.30 for each detached single family unit having 5 or more bedrooms; and also \$137.81 for each two bedroom attached single family unit (townhouse), \$151.23 for each three bedroom attached single family unit (townhouse) and \$276.36 for each four or more bedroom attached single family unit townhouse; and also \$88.22 for each two bedroom condominium unit, \$169.23 for each three bedroom condominium unit, and \$234.95 for each four or more bedroom condominium unit. For the period of January 1, 1993 and extending until the complete development of the Subject Property,

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the above figures shall be changed respectively for the detached single family units to \$195.65, \$325.92, \$428.01 and \$588.00, and respectively for the attached single family units (townhouses) \$158.48, \$173.91 and \$317.81, and respectively for the condominium units \$101.45, \$194.61 and \$270.19. Such agreements provide that any amounts to be paid will be paid first to the Village at the issuance of each building permit, and the Village shall then remit said amounts collected to such local districts. If land is to be dedicated or conveyed to any of the districts, such land shall be dedicated or conveyed only after all public improvements are completed in the phase of the development of the Subject Property in which such land is located. If any land is dedicated or conveyed to either of the two school districts and such land ceases to be used for school district purposes during the term of this Agreement, then such land shall revert to the Developer and/or Owner, and any conveyance to either of the school districts can include a reverter clause to that effect in a form and substance approved by the Village.

All park land to be conveyed or dedicated to the Frankfort Square Park District shall be at the locations designated on EXHIBIT C attached hereto and hereby made a part hereof and shall be made no later than the approval of the final plat of subdivision for the area involved. Any conveyance of land to the Park District shall contain a covenant limiting the use of the property to park purposes only and shall be subject to whatever utility easements the Village deems necessary to serve the Subject Property.

The contributions and dedications required hereunder and in other provisions of this Agreement shall be the only contributions and dedications required of the Owner and Developer hereunder, provided, however, that all fees provided for in the codes and ordinances of the Village shall be required to be paid at the time such fees are otherwise required to be

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paid under the applicable ordinance provisions, including but not limited to fees pertaining to building permits, plat approval, engineering inspection of plans, other inspection fees, certificates of occupancy and zoning permits.

**SECTION FIVE: Storm Water Retention/
Detention and Storm Sewers.**

Storm Water run off emanating from the Subject Property shall be retained or detained in accordance with a central detention system for the Subject Property to be constructed and installed by the Owner and Developer. Such system shall include all storm water management facilities, including both on-site and off-site storm sewers. The design criteria, construction and maintenance of the storm sewers and central detention system shall be in accordance with all standards of the Village in force on the date of installation of said improvements and also all standards of the Water Reclamation District of Chicago in effect at the time of installation of such improvements, and shall be completed by the Owner and Developer at their expense.

The Owner and Developer must prepare a central detention plan for the development of the entire Subject Property and such must be submitted to and approved by the Village prior to the approval of any phase of development of a portion or all of the Subject Property. Such plan must be in accordance with the standards set forth in the Central Retention Policy of the Village. The required storm water detention facilities for each phase of development must be completed (except for final sodding) before any occupancy permits shall be issued for such phase.

Developer shall be required to construct such detention facilities at the locations approved by the Village, such facilities to be constructed in accordance with the engineering plans approved by the Village. Upon completion of sodding of such detention facilities, such shall be conveyed to the Village. Developer shall have the same completed, except for sodding,

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prior to the issuance of any occupancy permit for any buildings on the Subject Property.

If any such facilities or any related work must be located or done within any defined floodways off-site, then it is understood and agreed that Owner and Developer must obtain all appropriate permits from the Division of Water Resources of the Illinois Department of Transportation.

In addition, the Owner and Developer must do a flood plain study in accordance with FEMA rules and regulations to determine whether any portion of the Subject Property is either in the flood plain and/or the flood way, and also to provide the elevations of the flood profiles, and such study shall be submitted to and be subject to approval by FEMA. No phase of the development adjacent to the drainage way shall be approved by the Village until such time as the detailed study has been completed and approved and the floodway maps have been revised. Owner and Developer shall also construct and install any other storm water retention or detention facilities required by any public body having applicable jurisdiction.

SECTION SIX: Streets and Sidewalks.

The Owner and Developer shall provide access to each site and all interior streets within the Subject Property by dedicated streets in accordance with EXHIBIT C. Any street right-of-way not already dedicated at the time of annexation shall be dedicated in the final plat of subdivision for the Subject Property and the Village shall accept the dedication of any such street right-of-way upon completion of the street improvements and acceptance of the improvements by the Village. The Village shall accept the construction of streets, upon the completion by Developer of said improvements in accordance with the Village's Subdivision Regulations Ordinance. The final wearing surface of dedicated streets shall not be installed until a period of twelve (12) months after installation of the base. Upon completion of

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the street and prior to acceptance by the Village, Developer shall be responsible for keeping the streets free from construction debris and for repair of damages to the street.

It is understood and agreed that the contributions provided for in Section Four of this Agreement to the Street Impact Fee Fund shall be placed in a segregated fund and used only for the purpose of constructing street improvements to 80th Avenue, 88th Avenue, and 191st Street in the area of the Subject Property. Furthermore, during the term of this Agreement, Owner and Developer shall not be required to make any other contributions for any street improvements to said streets (80th Avenue, 88th Avenue and 191st Street), and the Village agrees that no other assessment will be levied against the Subject Property for street improvements to such streets (80th Avenue, 88th Avenue and 191st Street) during the term of this Agreement without the consent of Owner and/or Developer.

In addition to sidewalks which are required under the Village's Subdivision Regulation Ordinance, the Developer shall construct and install a five foot (5') wide concrete sidewalk along the entire length of the Subject Property along both sides of 80th Avenue and the east side of 88th Avenue where the Subject Property is adjacent to 88th Avenue only on one side and along both sides of 88th Avenue where the Subject Property adjoins 88th Avenue on both sides, and also a six (6) foot wide sidewalk along the entire length of the Subject Property along 191st Street, all in accordance with final engineering plans approved by the Village. It is understood that the development of the Subject Property will be done in phases and all sidewalks in a particular phase (or subdivision) shall be installed at the time each such phase (or subdivision) is approved.

SECTION SEVEN: Water Supply.

A. **Water Mains.** Developer shall be required to construct and install at its expense all necessary on-site water mains to

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service the Subject Property. In addition, in order to provide a fully looped system, Developer shall be required to construct and install at its expense a 24" water main from Oak Park Avenue at the south access road (easement) for the I-80 Music Center and along 191st Street to 80th Avenue, a 24" water main on 80th Avenue from 191st Street to 183rd Street, a 12" water main along 80th Avenue from 183rd Street north to 179th Street, and also a 24" water main along the Subject Property to its west boundary line. Provided that the cost is substantially the same, in lieu of the 12" water main from 183rd north to 179th and the 24" water main extending east from such point, the Village may, in its sole discretion, require the Developer to instead construct and install at its expense a 16" water main from the 24" water main on 80th Avenue east along 183rd Street to a point approximately 800 feet east of said intersection of 183rd Street and 80th Avenue. All such water mains shall be constructed and installed in accordance with the Subdivision Regulations Ordinance of the Village and final engineering plans approved by the Village.

In order to assist the Developer in the construction of the off-site looped water mains specifically described above, the Village will pay to Developer, upon receipt of proper invoices and lien waivers (and any other documents reasonably required by the Village) satisfactory to the Village and its Engineer, one half of the cost of said water mains, provided, however, the obligation of the Village hereunder shall in no event exceed \$500,000.00. Accordingly, for each payout due to the contractor who actually constructs and installs the water main, the Developer will pay fifty percent (50%) of such invoice and the Village will pay the other fifty percent (50%). Again, in no event shall the Village's obligation hereunder exceed \$500,000.00.

B. Recaptures. The Village agrees to charge a special connection fee for any connections (other than by the Subject

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Property) to certain water mains the Developer is constructing pursuant to the provisions of Section 10 of this Agreement. Such special connection fees for any connections to the following indicated water main improvements shall be imposed against all properties fronting on such improvements on a front foot (or other appropriate) basis in accordance with a cost allocation between such properties and the Subject Property to be determined by the Village Engineer based on actual construction costs (including engineering and land acquisition costs but not including attorney's fees). Such connection fees shall be based upon 100% of the cost of construction of the 24" water main where it is not contiguous to the Subject Property and 50% of the cost of construction of said 24" water main where it is contiguous to the Subject Property and also where it is installed between 76th and 80th Avenues. The amount of such connection fees shall include interest at a rate equal to the average yearly rate of return on investments in the State Treasurer's investment pool applied to the balance remaining unpaid from time to time. Such interest shall be added annually, or prorated for payments received during the year, as of the anniversary date of this Agreement, and such interest shall accrue for a period of five (5) years from the date of this Agreement and thereafter no further interest will accrue. It is understood and agreed that the cost of such improvements borne by the Village likewise will be recaptured pursuant to the imposition of such connection fees and that the Developer will be entitled to recapture monies under the above formula only to the extent it has actually expended funds under Section Ten. If and when such special connection fees are collected, the Village will as promptly as possible pay the same in the manner set forth below.

The amount determined to be due to the Developer hereunder shall be paid first to the Developer and Village shall not be

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entitled to any recapture due it until such time as Developer has received the full amount of its recapture due hereunder.

It is understood and agreed that if the Village is unable to either impose or collect any such connection fees, it need not file a lawsuit to collect or impose such fees, and that the Village shall not be liable in any manner for its failure to so impose or collect such fees. Nevertheless, except for litigation, the Village will use its best efforts to impose and collect such fees and to transfer the collected fees to Developer.

SECTION EIGHT: Sanitary Sewers.

Developer shall be required to construct and install at its expense all necessary sanitary sewers to service the Subject Property in accordance with the Subdivision Regulations Ordinance of the Village and final engineering plans approved by the Village, and shall likewise at its expense provide for the treatment of such sewage in a manner satisfactory to the Village.

The Village shall have the right to direct the Developer to oversize the aforesaid sanitary sewers to service property other than the Subject Property, which additional service area shall not exceed 175 additional acres. In the event the Village so directs the Developer, the Developer shall construct and install at its expense said oversized sewers as directed by the Village. If oversized pursuant to direction of the Village, the area that said sewers are capable of servicing, and will benefit, exceeds that of the Subject Property. The Village agrees, in order to provide for reimbursement to the Developer of a portion of the cost of the sewers (i.e. the cost of oversizing as determined by the Village Engineer after consulting with Developer's engineer), the Village shall, to the extent the same is permitted by authority contained under the provisions of Section 9-5-1, et. seq., of the Illinois Municipal Code, as amended, require that as a condition to the Village's approval of any plat of subdivision,

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or to the Village's permitting any connection to and use of the sewers relating to or benefitting any properties other than the Subject Property, the owner or owners of said properties shall pay to the Village, which shall in turn reimburse to the Developer, a connection fee when and as collected. The amount to be paid as such connection fees shall be as determined by the Village by separate ordinance. The amount of such connection fees shall include interest at a rate equal to the average yearly rate of return on investments in the State Treasurer's investment pool applied to the balance remaining unpaid from time to time. Such interest shall be added annually, or prorated for payments received during the year, as of the anniversary date of this Agreement, and such interest shall accrue for a period of five (5) years from the date of this Agreement and thereafter no further interest will accrue. The properties or area to be subject to the special connection fee hereunder shall be determined by the Village Engineer and such determination shall be filed with the Village.

The amount of reimbursement to be paid to Developer by Village from the connection fees, when and as collected, shall be an amount of money as determined by the Village Engineer.

The cost of oversizing and the total construction cost for the sewers, sometimes hereinafter called the construction cost, shall be evidenced to Village by a sworn statement of the Developer as to the amount of such construction cost and may be confirmed by the Village, at its option, from documents designated from time to time by Village and relevant to determining the construction cost, certified under oath by the Developer as true and correct; such documents shall be provided by Developer to Village in a form and substance satisfactory to Village on demand made by Village.

The Village shall have no liability or other obligation to pay or cause the payment of any sum of money to Developer on

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account of such recapture other than out of such funds as the Village shall collect pursuant to such separate recapture and special connection fee ordinances. The Village shall provide the appropriate ordinances to accomplish this, and use any reasonable means to enforce said ordinances. Recaptures shall include computation of the recognized interest factor.

SECTION NINE: STREET DEDICATIONS.

Owner and Developer shall dedicate rights-of-way of 60 feet for 191st Street along the entire northern boundary of the Subject Property adjacent to 191st Street, 50 feet for 88th Avenue along the entire boundary of the Subject Property adjacent to 88th Avenue, and 100 feet for the extension of 80th Avenue in its current alignment as extended through the entire Subject Property to its southern boundary (with the exception that such dedication for 80th Avenue shall only be 50 feet where the Subject Property is contiguous to 80th Avenue on only one side of 80th Avenue as extended in its current alignment to the southern boundary of the Subject Property), and 66 feet for all other streets within the development of the Subject Property. The dedications for 191st Street and 80th and 88th Avenues shall be made at the time of final plat approval for the areas contiguous to such rights-of-way; provided, however, such dedications must be made earlier for any such rights-of-way if the Village so requests because of imminent construction plans for any such streets. All other dedications shall be made at the time of final plat approval for the area contiguous to the area being dedicated for a right-of-way, or the final plat approval for the area within which any such right-of-way may lie.

SECTION TEN: Easements.

The Owner and Developer agree at the time of final subdivision plat approval, or earlier if requested by the Village and if necessary to serve either the Subject Property or other territory in the general area, to grant to the Village, and/or

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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 and Developer 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, even though the Developer and Owner agree to maintain such facilities for such purposes until the storm water detention facility is completed and accepted by the Village. Owner and Developer shall record a declaration of covenants and restrictions, an easement or other legally sufficient document in a form and substance approved by the Village and providing for the care and maintenance of said storm water management facilities, including the right of the Village, in its sole discretion and not implying any duty whatsoever, to go in and perform such maintenance work if necessary and to charge the Developer and Owner for the costs for the same, including the right to record a lien against the Subject Property if such costs are not paid.

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 and Developer to obtain all easements, both on site and off site, necessary to serve the Subject Property; provided, however, the Village agrees to assist, to the extent possible, the Owner and Developer in obtaining such easements.

SECTION ELEVEN: Dedications and Easements - Eminent Domain.

In the event Owner or Developer is unable, after reasonable efforts, to secure any necessary off-site dedications or easements, the Village further agrees to acquire by purchase or condemnation any land necessary for such easements or dedications, and the Owner and Developer agree to reimburse the

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Village for all expenses in relation thereto, including but not limited to court costs, the cost for all appraisals and surveys, title insurance commitment fees and title fees, expert witnesses' fees, and attorney's fees, and Owner and Developer further agree to pay the entire purchase price or entire judgment for any such condemnation, or any agreed to settlement of any such condemnation proceeding, including any award for damage to the remainder of any land. It is understood and agreed that Owner and Developer shall have the right to reject or approve any proposed settlement. It is also understood and agreed that the Village shall incur no expense or cost whatsoever in connection directly or indirectly with such proceedings, and that Village shall commence such proceedings as soon as possible after the occurrence of the following events and will diligently proceed with any such condemnation proceeding to its conclusion:

- (a) Receipt from Developer of a current plat of survey of the property to be condemned certified by an Illinois registered land surveyor;
- (b) Receipt of a "necessary parties" letter of commitment from Chicago Title Insurance Company (or another title insurance company acceptable to the Village) indicating the parties which will have to be named as defendants;
- (c) Receipt of the deposit provided for below.

The Owner or Developer shall deposit with the Village a sum of money equal to the fair market value of the right-of-way or land to be condemned as estimated by the Developer. At the time the Village secures a written appraisal of the fair market value of said land to be condemned, the Owner or Developer shall increase the amount of said deposit to equal 110% of said appraised value if such is higher than the original deposit, or the Village shall refund the difference if said 110% of the appraised value is less than the original deposit.

Such deposit(s) shall be kept by the Village in a separate interest bearing account for the sole purpose of paying for said dedications of land or easements to be condemned and expenses relating thereto. Owner and Developer further agree to reimburse

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the Village monthly for any expenses incurred by the Village upon submission by the Village to either the Owner or Developer of an invoice itemizing such expenses.

Once the Village obtains clear title to such easements or dedications of land, the Village will allow Owner and Developer to construct and install the necessary improvements thereon and will grant all necessary permissions to Developer for such construction and installation. Once all expenses and costs of the Village in relation to the purchase or condemnation of any dedications of land or easements have been paid in full, Developer shall be entitled to a return of all remaining money, if any, on deposit in said separate interest bearing account.

SECTION TWELVE: Developmental Codes and Ordinances and General Matters.

Except as otherwise expressly provided for herein, 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 Tinley Park at such time. Provided, however, the right-of-way for all interior streets within the development of the Subject Property (but not including 191st Street and 80th and 88th Avenues) shall be 66 feet in width, and for the term of this Agreement the Village agrees not to require any such rights-of-way to be wider unless agreed to by Developer.

Except as otherwise allowed in connection with model homes, no occupancy permit shall be issued for any building prior to the

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completion and acceptance by the Village of the required public improvements, except for the final surface course for the streets. Provided, however, the construction and installation of the public improvements to be done by Developer may be commenced at any time after Developer 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 Developer's Engineer's estimate of the cost of construction and installation of all such improvements as approved by the Village Engineer, or 110% of actual construction contract costs, including all required lighting, streets and street lights, landscaping and sewer and water lines.

SECTION THIRTEEN: Utilities.

All electricity, telephone, cable television and gas lines shall be installed underground, the location of which underground utilities shall be at the Developer's option.

SECTION FOURTEEN: Construction and Dedication of Fire Station.

As recognized by the parties hereto, an additional fire station shall be needed to service the Subject Property, and the Developer shall be required to pay a portion of the cost of the construction of such fire station as set forth above in Section Four, as well as to dedicate a site on the Subject Property for such fire station. The exact location and size of the site are indicated on the site plan attached as EXHIBIT C.

SECTION FIFTEEN: Impact Requirements.

Developer and Owner agree that any and all recaptures, 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, fire protection, and emergency services. Developer

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and Owner further agree that the recaptures, 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 SIXTEEN: 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 twenty (20) 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, and any amendment to this Agreement formally approved and executed by all parties hereto (or any successors) shall constitute a modification of such covenants to the extent of the express terms of any such amendment.

SECTION SEVENTEEN: Notices.

Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be personally delivered to or mailed by United States Certified mail, postage prepaid and return receipt requested, as follows:

For the Village:

1. Village President
Village Hall
16250 South Oak Park Avenue
Tinley Park, Illinois 60477
2. Village Clerk
Village Hall
16250 South Oak Park Avenue
Tinley Park, Illinois 60477

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3. Klein, Thorpe and Jenkins, Ltd.
180 North La Salle Street
Suite 1600
Chicago, Illinois 60601
Attention: Terrence M. Barnicle

For the Current Owner, Owner and Developer:

1. Eamon Malone
Malone & Moloney Construction Company, Inc.
11340 Brook Hill Drive
Orland Park, Illinois 60462
2. Frank Bradley
Cranna Construction Company
11330 Brook Hill Drive
Orland Park, Illinois 60462
3. Schain, Firsell & Burney, Ltd.
222 North La Salle Street
Suite 1910
Chicago, Illinois 60601
Attention: Mr. Thomas R. Burney

312-332-0200

ScB Kenny

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

SECTION EIGHTEEN: Model Units.

The Developer shall be entitled to utilize two portable trailers as sales offices until such time as at least two model homes are built; provided, however, such trailers must fully comply with all applicable health, safety and other ordinances of the County of Will and the Village.

Developer shall further have the right to construct no more than thirty-four (34) residential model units, sales offices and other appurtenant facilities, consisting of up to sixteen residential model homes in the R-2 portion of the Subject Property and up to ten residential units in the R-5 portion and eight residential units in the R-6 portion, upon acceptance of a plat encompassing that portion of the property upon which same are proposed to be constructed, and the posting of the required letter of credit under Section 21 below. It is understood that in the event Developer constructs model units that the units ultimately constructed for sale shall be in substantial

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conformance with said model units; provided, however, the Developer shall be entitled to add additional style or styles of homes if such style(s) are approved by the Village.

SECTION NINETEEN: Signs.

After application is made to the Village's Zoning Administrator, and all required fees are paid, the Village will permit Developer to erect and maintain up to four outdoor advertising sign for this proposed development only, with such signs to be not more than 12' x 24', double-faced in size, to be no higher than 20' from top of the sign to ground level, and may be exteriorly illuminated, and any such sign shall be located on the Subject Property and may so remain for the duration of Developer's sales program. The locations of said signs upon the Subject Property shall be in accordance with the Village's Sign Ordinance and shall have reasonable setbacks from streets and highways as the interest of safety may require. For each portion of the development being advertised on any such sign, the Village shall have the right to compel removal of, and Developer shall so remove, such signs within 90 days after the last building permit is issued, or within 4 years from the date of this Agreement, whichever occurs later; provided, however, Developer shall in any event remove such signs no later than the time the development and all dwelling units are completely sold.

SECTION TWENTY: Provisional Occupancy Permits.

The Village will grant provisional occupancy permits for individual residences between November 1st and May 15th if weather prevents the Developer 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 the stone base has been installed.
- (b) Installation of the required sidewalk.
- (c) Final grading.

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- (d) Painting of the exterior.
- (e) Installation of the gutters and downspouts.

As a condition of the issuance of any such provisional occupancy permit, the Developer shall:

- (a) 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.
- (b) Provide a cash escrow with either the Village or a bank, title company or financial institution acceptable to the Village to guaranty the completion of the work within the approved timetable with the amount to be deposited in such escrow being in an amount equal to 150% of the estimated cost of completion of the work remaining to be done, with such cost estimate to be approved by the Village.

SECTION TWENTY-ONE: Permits and Letter of Credit.

The Owner and Developer 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 or cash deposit has been made to the Village in accordance with the Subdivision Regulations Ordinance of the Village. The letter of credit or cash deposit shall specifically include an amount to cover the looped water mains (except for that portion being paid by the Village), the cost of street trees and sidewalks as required by the Subdivision Regulations Ordinance and this Agreement, but shall not include an amount to cover the cost of construction of the new fire station and water reservoir, nor the road impact fees provided for in Section Four hereof.

Owner and Developer agree 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 85 percent of the number of units/homes or non-residential units to be built on the applicable portion of the Subject Property have been

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substantially completed, unless an extension is agreed to by the Village. In addition, the Village, after providing Developer with 30 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 Developer relocates or removes the stock piles as directed by the Village within the 30 day notice period.

SECTION TWENTY-TWO: Conveyance, Dedication and Donation of Real Estate and Certain Personal Property.

Any conveyance, dedication or donation of real estate required of the Owner and Developer (hereinafter referred to as Grantor for purposes of this Section Twenty-Three) to the Village or other governmental authority under this Agreement shall be made in conformance with the following requirements and any other applicable provisions of this Agreement:

A. Fee Simple Title. The conveyance, dedication or donation shall be of a fee simple title by trustee's deed or other appropriate instrument.

B. Merchantable Title. Title to the real estate shall be good and marketable.

C. Form and Contents of Deed. The conveyance, dedication or donation shall be by delivery of a good, sufficient and recordable deed, plat of dedication, or appropriate dedication on a recorded plat of subdivision. The deed, conveyance or dedication may be subject only to:

- (1) covenants, restrictions and easements of record, provided the same do not render the real estate materially unsuitable for the purposes for which it is being conveyed, dedicated or donated;
- (2) terms of this Agreement;

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- (3) general taxes for the year in which the deed, conveyance or dedication is delivered or made and for the prior year if the amount of prior year's taxes is not determinable at the time of delivery, conveyance or dedication; and
- (4) such other exceptions acceptable to the grantee.

D. Title Insurance. Grantor, shall provide to grantee, not less than ten (10) days prior to the time for delivery of the deed, conveyance or dedication, a commitment for title insurance from Chicago Title Insurance Company or such other title insurance company acceptable to the grantee. The commitment for title insurance shall be in usual and customary form subject only to:

- (1) the usual and customary standard exceptions contained therein;
- (2) taxes for the year in which the deed is delivered and for the prior year if the amount of such prior year's taxes is not determinable at the time of delivery of the deed, conveyance or dedication;
- (3) subparagraphs 1 and 2 of paragraph C above; and
- (4) such other exceptions as are acceptable to the grantee.

The commitment for title insurance shall be in the amount of the fair market value of the real estate and shall be dated not less than twenty (20) days prior to the time for delivery of the deed, conveyance or dedication. Grantor shall further cause to be issued within thirty (30) days after delivery of the deed, conveyance or dedication a title insurance policy in such amount from the company issuing the commitment for title insurance, subject only to the exceptions stated above.

All title insurance charges shall be borne by Grantor.

E. Taxes, Liens, Assessments, Etc.

General taxes and all other taxes, assessments, liens and charges of whatever nature affecting the real estate shall be paid and removed prior to delivery of the deed, conveyance or dedication. To the extent that any such item cannot be removed prior to delivery of the deed, conveyance or dedication because the amount of the same cannot then be determined, Developer

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hereby covenants that it will promptly pay the same upon determination of such amount and that it will indemnify, hold harmless and defend the Village against any loss or expense, including but not limited to attorneys' fees and expenses of litigation, arising as a result of a breach of the foregoing covenant.

F. Delivery of Deed, Conveyance or Dedication.

To the extent not provided in this Agreement, delivery of the deed, conveyance or dedication shall occur at a date, time and place mutually agreeable to Grantor and Village, otherwise at a date, time and place set by Village not less than thirty (30) days after notice thereof is given by Village to Grantor.

SECTION TWENTY-THREE: Reimbursement of Village for Legal and Other Fees and Expenses.

A. To Effective Date of Agreement.

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

B. From and After Effective Date of Agreement.

Except as provided in the paragraph immediately following this paragraph, upon demand by Village made by and through its President, Owner and Developer 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

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

Notwithstanding the immediately preceding paragraph, Owner and Developer 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, Developer and/or the Village, which relate to the terms of this Agreement, then, in that event, the Owner and/or Developer, 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 and/or Developer 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 and/or Developer, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the

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Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Owner and Developer 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.

In the event the Village institutes legal proceedings against Owner and/or Developer for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against Owner and/or Developer 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 and/or Developer may, in its sole discretion, appeal any such judgment rendered in favor of the Village against Owner and/or Developer.

SECTION TWENTY-FOUR: Warranties and Representations.

The Owner and/or Developer represents and warrants to the Village as follows:

1. That the legal title holders and the owners of record of the Subject Property are as set forth on EXHIBIT A, and that the sole beneficiaries of the indicated trusts are as indicated on the first page of this Agreement.
2. That the Developer proposes to develop the Subject Property in the manner contemplated under this Agreement.
3. That other than the Owner and Developer, no other entity or person has any interest in the Subject Property or its development as herein proposed.

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4. That Owner and Developer have provided the legal descriptions of the Subject Property set forth in this Agreement and the attached Exhibits and that said legal descriptions are accurate and correct.

SECTION TWENTY-FIVE: Continuity of Obligations.

Notwithstanding any provision of this Agreement to the contrary, including but not limited to the sale or conveyance of all or any part of the Subject Property by Developer, Developer shall at all times during the term of this Agreement remain liable to Village for the faithful performance of all obligations imposed upon Developer by this Agreement until such obligations have been fully performed or until Village, at its sole option, has otherwise released Developer from any or all of such obligations.

SECTION TWENTY-SIX: 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-SEVEN: 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-EIGHT: Singular and Plural.

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

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SECTION TWENTY-NINE: 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 THIRTY: Recording.

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

SECTION THIRTY-ONE: Authorization to Execute.

The Developer and the officers of Owner and Developer executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on behalf of said Owner and Developer. 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/or Developer 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 or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

SECTION THIRTY-TWO: 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.

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SECTION THIRTY-THREE: Counterparts.

This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

SECTION THIRTY-FOUR: 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-FIVE: 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-SIX: 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-SEVEN: Definition of Village.

When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village unless the context clearly indicates otherwise.

SECTION THIRTY-EIGHT: Execution of Agreement.

This Agreement shall be signed last by the Village and the President (Mayor) of the Village shall affix the date on which he signs this Agreement on page 1 hereof which date shall be the effective date of this Agreement.

ATTEST:

Frank W. Gorman
Village Clerk

DATED: 1-11-1990

VILLAGE OF TINLEY PARK

By Edward J. Gebrochi
Village President

TMB:ajh
10/24/89

MALONE AND MOLONEY BUILDERS, INC., individually as Developer and also as Sole Beneficiary under Trust No. 7565, and also as legal title holder of record of Parcel A legally described on EXHIBIT A

By: [Signature]
Its Pres

ATTEST:

By: [Signature]
Its (SECT)

DATED: 1/11/1990

CRANNA CONSTRUCTION COMPANY, individually as Developer and also as Sole Beneficiary under Trust No. 7656, and also as legal title holder of record of Parcel A legally described on EXHIBIT A

By: [Signature]
Its Pres

ATTEST:

By: [Signature]
Its Secy

DATED: 1/11/90

MARQUETTE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 11, 1980 AND KNOWN AS TRUST NO. 4908 and JOHN E. MALONE and UNA V. MALONE being the sole beneficiaries thereof

By: [Signature]
Its Vice President



ATTEST:

By: [Signature]
Its Assistant Secretary

DATED: January 11, 1990

TMB:ajh
10/24/89

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above-named JOHN E. MALONE, as beneficiary under Trust No. 47908, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 11th date of January, ~~1989~~ 1990.
Commission expires April 16, 1990. John E. Malone
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above-named Richard R. Been, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 11th date of January, ~~1989~~ 1990.
Commission expires April 16, 1990. John E. Malone
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Edward J. Zabrocki, personally known to me to be the President of the Village of Tinley Park, and Frank W. German, Jr., personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 11th day of January, ~~1989~~ 90.
Commission expires Sept. 7, 1992. Shirley M. Schwartz
Notary Public



PLAT OF PROPERTY
GREMLEY & BIEDERMANN INC.

R90-02803



The West 395.14 feet of the Southeast Quarter of the Northeast Quarter, North of the Indian Boundary line, of Section 12, Township 35 North, Range 12, East of the Third Principal Meridian, in Will County, Illinois.

ALSO

A tract of land situated in part of the Southeast Quarter of the Northeast Quarter, North of the Indian Boundary Line, of Section 12, Township 35 North, Range 12, East of the Third Principal Meridian, and situated also in part of the Northeast Fractional Quarter, South of the Indian Boundary line, of said Section 12, Township 35 North, Range 12, East of the Third Principal Meridian, said tract of land being bounded and described as follows: commencing at a point in the East line of the Northeast Fractional Quarter, South of the Indian Boundary line of Section 12, that is 969.26 feet North of the Southeast corner of said Northeast Fractional Quarter; Thence West along a line parallel to the South line of said Northeast Fractional Quarter, South of the Indian Boundary line, of Section 12, a distance of 70.0 feet to the point of beginning; said point also being the Northeast corner of land conveyed by Document #R72-37687; Thence continuing West along a prolongation of the last described line, also being the North line of land conveyed by said Document #R72-37687, a distance of 609.28 feet to a point, said point being on the East line of land conveyed by Document #R73-36654 and re-recorded as document #R74-598; Thence North 0° 1' 20" West along the East line of land conveyed by Document #R74-598, a distance of 204.49 feet to the Northeast corner of the land conveyed by document #R74-598; Thence West along the North line of the land conveyed by Document #R74-598, 746.78 feet to a point that is 395.14 feet Easterly of the West line of the Southeast Quarter of the Northeast Quarter, North of the Indian Boundary line of Section 12; Thence North 1° 10' 44" West along a line parallel to the said West line of the Southeast Quarter of the Northeast Quarter, North of the Indian Boundary line, of Section 12, a distance of 608.62 feet to a point in the North line of the said Southeast Quarter of the Northeast Quarter, North of the Indian Boundary line of Section 12; Thence North 88° 27' 40" East along the said North line, a distance of 935.11 feet to the East line of said Southeast Quarter of the Northeast Quarter, North of the Indian Boundary line; Thence South 1° 16' 35" East along the said East line, a distance of 752.48 feet to a point on the Indian Boundary line; Thence North 44° 35' 5" East along the said Indian Boundary line, a distance of 503.91 feet to a point in the West line of Harlem Avenue; Thence Southerly along the said West line of Harlem Avenue, a distance of 449.98 feet to the place of beginning, in Will County, Illinois.

ALSO

The East Half of the Northwest Quarter of Section 12, North of the Indian Boundary line, (except the North 468.60 feet of the East 538.00 feet thereof), and also excepting: commencing at a point on the North line of the Northwest Quarter of Section 12, Township 35 North, Range 12, East of the Third Principal Meridian, said point being 1354.12 feet East of the Northwest corner of the Northwest Quarter of Section 12; Thence South 1° 18' 40" East 2365.75 feet to a point; Thence North 88° 41' 20" East 86.0 feet to a point, said point to be known as the point of beginning; Thence North 1° 16' 40" West 100.0 feet to a point; Thence North 88° 41' 20" East 100.0 feet to a point; Thence South 1° 18' 40" East 100.0 feet to a point; Thence South 88° 41' 20" West 100.0 feet to the point of beginning; also (excepting from the above described tract of land that part thereof taken by the State of Illinois for dedication of the right of way for public road purpose by instrument dated April 16, 1953 and recorded June 8, 1953 as document #729540); also the Southwest Quarter of the Northeast Quarter of Section 12, North of the Indian Boundary line, all in Township 35 North, Range 12, East of the Third Principal Meridian, in Will County, Illinois.

ALSO

The East 60.00 acres of the North Half of the Northeast Quarter and the South 60.00 rods of the East 160.00 rods of the Southeast Quarter of Section 11, except those parts taken for the Commonwealth Edison Company right of way and taken for 191st Street, all in Township 35 North, Range 12, East of the Third Principal Meridian, in Will County, Illinois.

ALSO

The West Half of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 12, except that part taken for 191st Street, in Township 35 North, Range 12, East of the Third Principal Meridian, in Will County, Illinois.

ALSO

That part of the South Half of the Northeast Quarter of Section 11, Township 35 North, Range 12, East of the Third Principal Meridian, lying Easterly and Westerly of the Commonwealth Edison Company Right of Way as recorded by Document #R66-19043 of the Will County Records; and also that part of the South Half of said Section 11 (except the South 120 acres thereof) lying Easterly and Westerly of the said Commonwealth Edison Company Right of Way and East of the North-South Center of Section line of said Section 11, excepting therefrom that part conveyed by Document #R86-36388 of the Will County Records, all in Frankfort Township, Will County, Illinois.

ALSO

The North 424.69 feet of the South Half of the Northwest Quarter of Section 11, as measured along the West line thereof, Township 35 North, Range 12, East of the Third Principal Meridian, all in Frankfort Township, Will County, Illinois.

ALSO

The South 424.61 feet of the North 849.30 feet of the South Half of the Northwest Quarter of Section 11, as measured along the West line thereof, Township 35 North, Range 12, East of the Third Principal Meridian, all in Frankfort Township, Will County, Illinois.

ALSO

The South 437.16 feet of the North 1286.46 feet of the South Half of the Northeast Quarter of Section 11, as measured along the West line thereof, Township 35 North, Range 12, East of the Third Principal Meridian, excepting therefrom that parcel conveyed by Document #R81-28198 of the Will County Records, all in Frankfort Township, Will County, Illinois.

ALSO

The North 382.77 feet of the Southwest Quarter of Section 11, as measured along the West line thereof, Township 35 North, Range 12, East of the Third Principal Meridian, excepting therefrom the North 30.00 feet of the West 208.71 feet of the said Southwest Quarter of Section 11, and also the South Half of the Northwest Quarter of said Section 11, excepting therefrom the North 1286.46 feet of the South Half of the Northwest Quarter of said Section 11, as measured along the West line thereof; and also excepting therefrom that part conveyed by Document #R81-28198 of the Will County Records, all in Frankfort Township, Will County, Illinois.

ALSO

That part of the South Half of Section 11, Township 35 North, Range 12, East of the Third Principal Meridian, (except the South 120 acres thereof) lying Westerly of the Westerly line of the Commonwealth Edison Company Right of Way, as recorded by Document #R66-19043 of the Will County Records, and West of the North-South Center of Section line of said Section 11, excepting therefrom the North 382.77 feet of the Southwest Quarter of said Section 11, as measured along the West line thereof, all in Frankfort Township, Will County, Illinois.

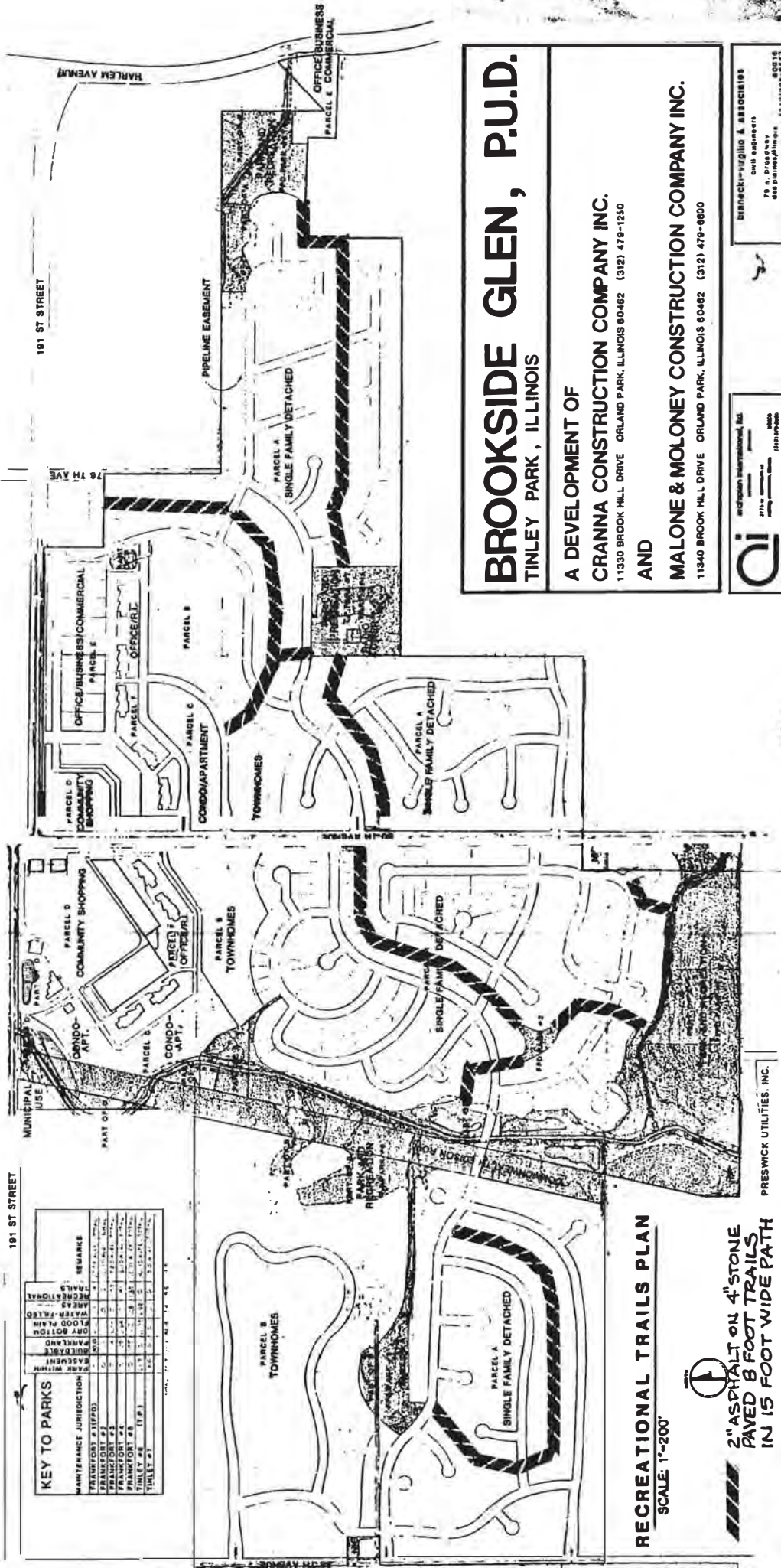
ALSO

The South 1/2 of the Southeast 1/4 of Section 10, Township 35 North, Range 12, East of the Third Principal Meridian in Will County, Illinois.

Exhibit "A"

R90-02803

R90-02803



KEY TO PARKS	REMARKS
MAINTENANCE JURISDICTION	
FRANKFORT #2	
FRANKFORT #3	
FRANKFORT #4	
FRANKFORT #5	
FRANKFORT #6	
FRANKFORT #7	
FRANKFORT #8	
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FRANKFORT #96	
FRANKFORT #97	
FRANKFORT #98	
FRANKFORT #99	
FRANKFORT #100	

RECREATIONAL TRAILS PLAN
SCALE: 1"=200'

- 2" ASPHALT ON 4" STONE
- PAVED 8 FOOT TRAILS
- IN 15 FOOT WIDE PATH

PRESWICK UTILITIES, INC.

BROOKSIDE GLEN, P.U.D.
TINLEY PARK, ILLINOIS

A DEVELOPMENT OF
CRANNA CONSTRUCTION COMPANY INC.
 11330 BROOK HILL DRIVE ORLAND PARK, ILLINOIS 60462 (312) 479-1250
 AND
MALONE & MOLONEY CONSTRUCTION COMPANY INC.
 11340 BROOK HILL DRIVE ORLAND PARK, ILLINOIS 60462 (312) 479-6600

CRANNA CONSTRUCTION COMPANY, INC.
 11330 BROOK HILL DRIVE
 ORLAND PARK, ILLINOIS 60462
 (312) 479-1250

MALONE & MOLONEY CONSTRUCTION COMPANY, INC.
 11340 BROOK HILL DRIVE
 ORLAND PARK, ILLINOIS 60462
 (312) 479-6600

DI
 DESIGN INCORPORATED, ILL.
 79 N. BRADWAY
 CHICAGO, ILLINOIS 60611
 (312) 234-1111

42

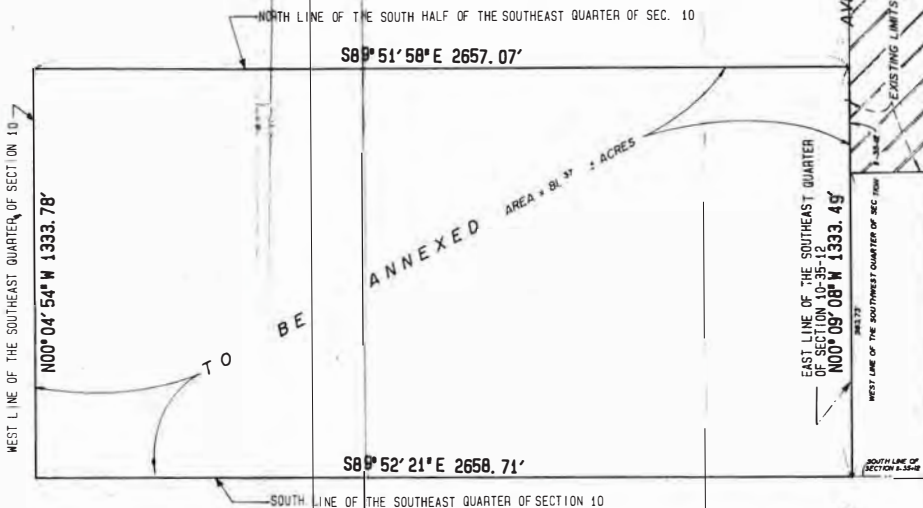
PLAT OF ANNEXATION TO THE VILLAGE OF TINLEY PARK

The South Half of the Southeast Quarter of Section 10,
Township 35 North, Range 12, East of the Third Principal
Meridian, in Will County, Illinois.



SCALE 1" = 200'

NOTE
NO DIMENSIONS SHALL BE ASSUMED BY
SCALE MEASUREMENT UPON THIS PLAT.



The Undersigned, as Trustee under Trust Agreement No. 4907 and bearing date 1-21-88 and under deed in trust bearing date 1-23-88 and recorded in the Recorder's office of Will County, Illinois, 1-24-88 as Document No. 88-25655 does hereby certify that it is as such trustee, the owner of the property shown hereon and that it has caused said property to be annexed as shown on the plat hereon drawn.

By: Joseph M. Kelly VICE President
ALSOBY: Joseph M. Kelly SECRETARY

State of Illinois)
County of Cook) ss

I, JOSEPHINE ROTI Notary Public in and for the county in the state aforesaid, do hereby certify that JOSEPH M. KELLY, VICE President of GREMLEY AND BIEDERMANN, INC. and JOSEPH M. KELLY, SECRETARY of said GREMLEY AND BIEDERMANN, INC. personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE President and SECRETARY respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said GREMLEY AND BIEDERMANN, INC. for the uses and purposes therein set forth, and the said JOSEPH M. KELLY secretary did also then and there acknowledge that JOSEPHINE ROTI as custodian of the corporate seal of said GREMLEY AND BIEDERMANN, INC. did affix the said corporate seal of said GREMLEY AND BIEDERMANN, INC. to said instrument as her own free and voluntary act and as the free and voluntary act of said GREMLEY AND BIEDERMANN, INC. for the uses and purposes therein set forth. Given under my hand and notarial seal this 29 day of DEC 1989 A.D. 1989.

OFFICIAL SEAL
JOSEPHINE ROTI
Notary Public, State of Illinois
My Commission Expires 1/31/91

Josephine Roti
Notary Public

State of Illinois)
County of Cook) ss
I, Robert E. Biedermann, a Registered Illinois Land Surveyor, do hereby certify that I have prepared the plat hereon drawn from previous plats and records for annexation purposes as shown on the plat hereon drawn. Dimensions are shown in feet and decimal parts thereof.
Dated: Dec. 29 A.D. 1989.
Robert E. Biedermann
Registered Illinois Land Surveyor



PREPARED BY:
GREMLEY AND BIEDERMANN, INC.
REGISTERED ILLINOIS LAND SURVEYORS
4505 N. ELSTON AVE., CHICAGO, ILL. 60630
TELEPHONE 312 / 685-5002.

ORDER NO. 893251 DATE DECEMBER 28, 1989

890-02803

E.L.T. & S.

890-02803

890-02803

890-02803

STATE OF ILLINOIS)
COUNTY OF C O O K) SS.
COUNTY OF W I L L)

CLERK'S CERTIFICATE

I, FRANK W. GERMAN, JR., the duly elected, qualified, and acting Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of that Resolution now on file in my office, entitled:

RESOLUTION NO. 90-R-004

**"RESOLUTION AUTHORIZING AMENDMENT
TO ANNEXATION AGREEMENT (BROOKSIDE GLEN)"**

which Resolution was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 6TH day of FEBRUARY, 1990, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 6TH day of FEBRUARY, 1990.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of said vote was as follows, to-wit:

AYES: FULTON, HANNON, MATUSHEK, REA, SEAMAN, VANDENBERG

NAYS: NONE

ABSENT: NONE

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safe-keeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this 14TH day of FEBRUARY, 1990.


Village Clerk

TMB:ajh
1/10/90

RESOLUTION NO. 90-R-004

RESOLUTION AUTHORIZING AMENDMENT
TO ANNEXATION AGREEMENT (BROOKSIDE GLEN)

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, did previously authorize and enter into a certain annexation agreement for certain property within the corporate limits of the Village, said agreement being entitled "Annexation Agreement (Brookside Glen)" hereinafter sometimes referred to as the "Agreement"; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park have held a public hearing as required by law regarding proposed amendments to said Annexation Agreement, with due notice of said hearing having been given in the manner and time provided for by law, and all persons desiring to be heard regarding said amendments were given the opportunity to be heard; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be amended in conformance with EXHIBIT 1, attached hereto and made a part hereof, entitled "Amendment to Annexation Agreement (Brookside Glen)";

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

Section 1: That this President and Board of Trustees of the Village of Tinley Park find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Amendment to Annexation Agreement (Brookside Glen)", sometimes hereinafter referred to as the "Amendment", be entered into and executed by the Village of Tinley Park substantially in the form attached hereto as EXHIBIT 1.

Section 2: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Amendment; provided, however, that all of the

TMB:ajh
1/10/90

other parties to said Amendment have properly signed and executed the same.

Section 3: That this Resolution shall take effect from and after its passage and approval in the manner provided by law.

ADOPTED this 6TH day of FEBRUARY, 1990, pursuant to a roll call vote of the Corporate Authorities of the Village of Tinley Park as follows:

AYES: FULTON, HANNON, MATUSHEK, REA, SEAMAN, VANDENBERG

NAYS: NONE

ABSENT: NONE

APPROVED this 6TH day of FEBRUARY, 1990 by the President of the Village of Tinley Park.


Village President

ATTEST:


Village Clerk

TMB:ajh
1/10/90

AMENDMENT TO ANNEXATION AGREEMENT (BROOKSIDE GLEN)

THIS AMENDMENT entered into this 6TH day of FEBRUARY, 1990, by and between the VILLAGE OF TINLEY PARK, Illinois, a municipal corporation (hereinafter referred to as the "Village"); and the MARQUETTE NATIONAL BANK as Trustee under a Trust Agreement dated March 11, 1980, and known as Trust Number 4908 and JOHN E. MALONE being the sole beneficiary thereof, and MARQUETTE NATIONAL BANK as Trustee under Trust Agreement dated November 18, 1976 and known as Trust Number 7565 and MALONE AND MOLONEY BUILDERS, INC., an Illinois corporation and CRANNA CONSTRUCTION COMPANY, INC., an Illinois corporation being the sole beneficiaries of said Trust Number 7565, and RICHARD R. BEEN, (hereinafter collectively referred to as "Owner"), and MALONE AND MOLONEY BUILDERS, INC., an Illinois Corporation, and CRANNA CONSTRUCTION COMPANY, INC., an Illinois Corporation (hereinafter referred to collectively as "Developer").

R E C I T A L S:

WHEREAS, the Village has conducted all public hearings as are required by law to be held in connection with this Amendment to Annexation Agreement (hereinafter referred to as "this Amendment"), and the Long Range Plan Commission of the Village has held an appropriate public hearing on the granting of the special use permit for a planned unit development as provided for hereunder, which hearings were conducted in the manner and time required by law and after due notice had been published as required by law; and

WHEREAS, the parties had previously entered into a certain Preannexation Agreement providing for execution of the "Annexation Agreement (Brookside Glen)" (hereinafter referred to as "Annexation Agreement") between the parties hereto, and it is the desire of the parties hereto to amend said Annexation Agreement as provided for hereunder;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1: That Section Two,A of the Annexation Agreement be and is hereby amended by deleting the following parenthetical provision in the next to last line thereof: "(except for R-2)".

Section 2: That Section Two,C of the Annexation Agreement be and is hereby amended by adding thereto the following subsection 7 thereof reading in its entirety as follows:

"7) In the portions of the Subject Property zoned B-2 Community Shopping District and B-3 General Business and Commercial District, the following uses shall be considered permitted uses and no further public hearings shall be required prior to the issuance of any building permit for any such use (notwithstanding the contrary provisions of the Tinley Park Zoning Ordinance, such uses shall not be considered as special uses in either of said categories):

"Restaurants - including drive-in services, automobile accessory stores, drive-in banking facilities, medical clinics and laboratories, automobile repair shops, furniture and home furnishing stores, retail stores which are compatible and customarily located within a general business and commercial district, automobile dealerships (not used car lots), convention and exhibition halls, and veterinary clinics."

Section 3: That the Annexation Agreement be and is hereby further amended by adding a new Section Twenty-Seven to such Agreement reading in its entirety as follows (current Sections Twenty-Seven through Thirty-Eight of such Annexation Agreement shall be renumbered as Sections Twenty-Eight through Thirty-Nine):

"SECTION TWENTY-SEVEN: Disconnection.

It is acknowledged and understood that the Village could, but was not required to, annex the Subject Property prior to the Owner and Developer determining a method of transmission and treatment of sanitary sewerage from the Subject Property in a manner acceptable to the Village, and that the Village did so annex the Subject Property prior to resolution of the sanitary sewerage issue. If a method of treatment and transmission of sanitary sewerage acceptable to the Village is not obtained by Developer within a period of two years from the date of this Amendment, or if a method is finally determined within such period of time but is unacceptable to the Village in its sole discretion, whichever first occurs, then the Village may, in its sole discretion, at that time require Owner and Developer to disconnect the Subject Property from the Village. If such a request is made, Owner and Developer shall take all action necessary to effectuate a disconnection of the Subject Property from the Village, and shall take no action to object to or in any way preclude such disconnection.

Further, in the event that the Owner and Developer determine that the method of treatment deemed acceptable to the Village renders the development economically inviable, and if the Subject Property has been annexed prior to such determination, then the Owner and Developer shall be entitled to disconnect the Subject Property from the Village, and the Village shall take all necessary action to effectuate such disconnection and agrees not to object to or in any way preclude such disconnection."

Section 4: This Amendment to 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 twenty (20) years from

TMB:ajh
1/10/90

the date of execution hereof and any extended time that may be agreed to by any further amendment.

Section 5: This Amendment to Agreement shall be signed last by the Village and the President (Mayor) of the Village shall affix the date on which he signs this Amendment on page 1 hereof which date shall be the effective date of this Amendment.

Section 6: Except as expressly modified by this Amendment, the aforesaid Annexation Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers as of the date set forth on page 1 of this Amendment.

VILLAGE OF TINLEY PARK, an Illinois Municipal Corporation

By: *Edward Gabrach*
Village President

ATTEST:

By: *Frank W. Germano*
Village Clerk

MALONE AND MOLONEY BUILDERS, INC., individually as Developer and also as Beneficiary under Trust No. 7565, and also as legal title holder of record of Parcel A legally described on **EXHIBIT A**

By: *John E. Maloney*
Its PRD

ATTEST:

By: *John M. Maloney*
Its SEC

CRANNA CONSTRUCTION COMPANY, individually as Developer and also as Beneficiary under Trust No. 7565 and also as legal title holder of record of Parcel A legally described on **EXHIBIT A**

By: *Frank Bradley*
Its PRD

ATTEST:

By: *Hugh M. Gangle*
Its SEC

STATE OF ILLINOIS)
COUNTY OF C O O K) SS.
COUNTY OF W I L L)

According to
all records, this
should be 94-R-030

CLERK'S CERTIFICATE

I, FRANK W. GERMAN, JR., the duly elected, qualified, and acting Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of that Resolution now on file in my office, entitled:

RESOLUTION NO. 94-0-030

**"RESOLUTION AUTHORIZING SECOND AMENDMENT
TO ANNEXATION AGREEMENT (BROOKSIDE GLEN)"**

which Resolution was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 25th day of October, 1994, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 25th day of October, 1994.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of said vote was as follows, to-wit:

AYES: DIBERNARDO, FULTON, REA, VANDENBERG

NAYS: HANNON

ABSENT: SEAMAN

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safe-keeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this 27th day of October, 1994.


Village Clerk

TMB:ajh
10/19/94

RESOLUTION NO. 94-0-030

**RESOLUTION AUTHORIZING SECOND AMENDMENT
TO ANNEXATION AGREEMENT (BROOKSIDE GLEN)**

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, did previously authorize and enter into a certain annexation agreement for certain property within the corporate limits of the Village, said agreement being entitled "Annexation Agreement (Brookside Glen)" hereinafter sometimes referred to as the "Agreement"; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park have held a public hearing as required by law regarding proposed amendments to said Annexation Agreement, with due notice of said hearing having been given in the manner and time provided for by law, and all persons desiring to be heard regarding said amendments were given the opportunity to be heard; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be amended in conformance with EXHIBIT 1, attached hereto and made a part hereof, entitled "Second Amendment to Annexation Agreement-(Brookside Glen)";

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

Section 1: That this President and Board of Trustees of the Village of Tinley Park find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Second Amendment to Annexation Agreement-(Brookside Glen)", sometimes hereinafter referred to as the "Second Amendment", be entered into and executed by the Village of Tinley Park substantially in the form attached hereto as EXHIBIT 1.

Section 2: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Second Amendment; provided, however, that all of

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the other parties to said Second Amendment have properly signed and executed the same.

Section 3: That this Resolution shall take effect from and after its passage and approval in the manner provided by law.

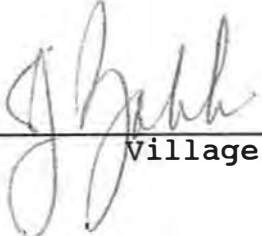
ADOPTED this 25th day of October, 1994, pursuant to a roll call vote of the Corporate Authorities of the Village of Tinley Park as follows:

AYES: DIBERNARDO, FULTON, REA, VANDENBERG

NAYS: HANNON

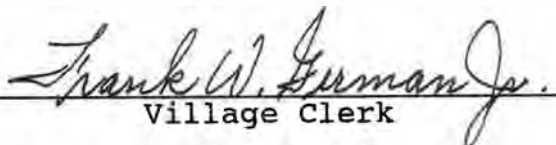
ABSENT: SEAMAN

APPROVED this 25th day of October, 1994, by the President of the Village of Tinley Park.



Village President

ATTEST:



Village Clerk

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9/28/94

SECOND AMENDMENT TO ANNEXATION AGREEMENT - (BROOKSIDE GLEN)

1. **THIS SECOND AMENDMENT** entered into this 17 day of OCT 17 1994, 1994, by and between the **VILLAGE OF TINLEY PARK, ILLINOIS**, a municipal corporation (hereinafter referred to as the "Village"); and the **MARQUETTE NATIONAL BANK** as Trustee under a Trust Agreement August 1, 1989, and known as Trust Number 12178 and **CRANNA CONSTRUCTION COMPANY, INC. PROFIT SHARING PLAN** being the sole beneficiary thereof, and **MARQUETTE NATIONAL BANK** as Trustee under Trust Agreement dated November 18, 1976 and known as Trust Number 7565 and **MALONE AND MOLONEY BUILDERS, INC.**, an Illinois corporation and **CRANNA CONSTRUCTION COMPANY, INC.**, an Illinois corporation being the sole beneficiaries of said Trust Number 7565, and **FIRST NATIONAL BANK OF EVERGREEN PARK**, as Trustee under Trust Agreement dated March 4, 1978 and known as Trust Number 634 and **MALONE AND MALONEY PROFIT SHARING PLAN**, being the sole beneficiary thereof, (hereinafter collectively referred to as "Owner"), and **MALONE AND MOLONEY BUILDERS, INC.**, an Illinois Corporation, and **CRANNA CONSTRUCTION COMPANY, INC.**, an Illinois Corporation (hereinafter referred to collectively as "Developer").

2. The parties hereto have previously entered into a certain agreement entitled "Annexation Agreement - (Brookside Glen)," which Agreement was dated the 11th day of January, 1990 (hereinafter referred to as the "Annexation Agreement"), and an amendment thereto entitled "Amendment to Annexation Agreement - (Brookside Glen)" (hereinafter referred to as the "First Amendment), which First Amendment was dated the 6th day of February, 1990.

3. The parties hereto desire to amend the Annexation Agreement in the manner set forth below.

4. The Village has caused the publication of proper notice and the conduct of all hearings required to effect this Second Amendment to the Annexation Agreement, as amended, specifically including a public hearing on this Second Amendment before the Board of Trustees of this Village.

R-2 Amendment

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5. The Village of Tinley 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 Second Amendment are entered into and performed pursuant to the home rule powers of the Village and the statutes in such cases made and provided to the extent that they do not conflict with the home rule powers of the Village.

6. The parties hereto have determined that it is in the best interests of the Village and the Developer, and in the furtherance of the public health, safety, comfort, morals and welfare of the Village to execute and implement this Second Amendment.

NOW, THEREFORE, for and in consideration of the recitals set forth above, and the mutual promises, covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1: That Section Two,C,1 of the Annexation Agreement, as previously amended by the First Amendment, be and is hereby further amended to read in its entirety as follows:

- "1) In the portion of the Subject Property to be zoned and developed under the R-2 Single Family Residential District classification as a planned unit development, the following requirements must be met:
- (a) The average lot size shall be 12,500 square feet and the minimum lot size shall be 11,000 square feet.
 - (b) The minimum lot width for all lots located on cul-de-sacs shall be 75 feet measured at the front building line. The lot width for all other lots (i.e. those not located on cul-de-sacs) shall be a minimum of not less than 85 feet in width measured at the building line.
 - (c) The front yard setback to the home shall be a minimum of 30 feet. A garage must be set back a minimum of 30 feet; provided, however, a garage may be set back between 25 feet and 30 feet should the Village's Director of Community Development determine that such would serve a legitimate function or aesthetic purpose and not be detrimental to the remaining homes in the area.
 - (d) When two corner lots back up to one another, the setbacks along the streets shall be a minimum of 30 feet for one side and 20 feet for the other.

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- (e) Corner lots shall be a minimum of 90 feet wide.
- (f) Rear yard setbacks shall be a minimum of 35 feet.
- (g) Side yards shall be a minimum of 10% of the lot width as measured at the building line."

Section 2: That Section Three of the Annexation Agreement be and is hereby deleted and shall have no force and effect.

Section 3: That Section Four of the Annexation Agreement be and is hereby amended to read in its entirety as follows:

"Upon the issuance of each building permit, Owner or Developer shall make the following contributions, which are payable to the Village on behalf of the following:

	<u>Per residential unit (not building</u>	<u>Per non-residential building</u>
Water Construction Fund	\$300.00	\$300.00
Sewer Construction Fund	\$100.00	\$100.00
Water Reservoir Construction Fund	\$275.00	-0-
Tinley Park Volunteer Fire Dept.	\$100.00	\$100.00
Fire Station Construction Fund	\$550.00*	-0-
Street Impact Fee Fund	\$102.50	-0-
Tinley Park Board of Library Directors	\$100.00	-0-
E.S.D.A. Siren System	\$ 15.00	\$ 15.00

*on first 1,150 residential units only

The Owner and Developer have entered into a developer impact fee agreement with both the local elementary and high school districts and local park district which service the Subject Property. Such agreements set forth the amount of land or cash in lieu of land or combination of both which the Owner and Developer must dedicate and/or pay to said elementary and high school districts and park district because of the impact of this development on said districts. The Owner and Developer shall pay to the local elementary school district, Will County District 161, the amount of \$1,387.93 for each detached single family unit having two bedrooms, \$2,350.89 for each detached single family unit having

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three bedrooms and \$3,337.85 for each detached single family unit having four or more bedrooms, and also \$478.40 for each two bedroom attached single family unit (both townhouses and condominiums), \$1,681.88 for each three bedroom attached single family unit and \$3,554.36 for each four or more bedroom attached single family unit. The Owner and Developer shall pay to the local high school district, (Lincoln-Way High School), the amount of \$195.65 for each detached single family unit having two bedrooms, \$325.92 for each detached single family unit having three bedrooms, \$428.01 for each detached single family unit having four bedrooms, and \$588.00 for each detached single family unit having 5 or more bedrooms; and also \$158.48 for each two bedroom attached single family unit (townhouse), \$173.91 for each three bedroom attached single family unit (townhouse) and \$317.81 for each four or more bedroom attached single family unit townhouse; and also \$101.45 for each two bedroom condominium unit, \$194.61 for each three bedroom condominium unit, and \$270.19 for each four or more bedroom condominium unit. Such agreements provide that any amounts to be paid will be paid first to the Village at the issuance of each building permit, and the Village shall then remit said amounts collected to such local districts. If land is to be dedicated or conveyed to any of the districts, such land shall be dedicated or conveyed only after all public improvements are completed in the phase of the development of the Subject Property in which such land is located. If any land is dedicated or conveyed to either of the two school districts and such land ceases to be used for school district purposes during the term of this Agreement, then such land shall revert to the Developer and/or Owner, and any conveyance to either of the school districts can include a reverter clause to that effect in a form and substance approved by the Village.

All park land to be conveyed or dedicated to the Frankfort Square Park District shall be at the locations designated on EXHIBIT C attached hereto and hereby made a part hereof and shall be made no later than the approval of the final plat of subdivision

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for the area involved. Any conveyance of land to the Park District shall contain a covenant limiting the use of the property to park purposes only and shall be subject to whatever utility easements the Village deems necessary to serve the Subject Property.

The contributions and dedications required hereunder and in other provisions of this Agreement shall be the only contributions and dedications required of the Owner and Developer hereunder, provided, however, that all fees provided for in the codes and ordinances of the Village shall be required to be paid at the time such fees are otherwise required to be paid under the applicable ordinance provisions, including but not limited to fees pertaining to building permits, plat approval, engineering inspection of plans, other inspection fees, certificates of occupancy and zoning permits."

Section 4: That Section Six of the Annexation Agreement be and is hereby amended to read in its entirety as follows:

"The Owner and Developer shall provide access to each site and all interior streets within the Subject Property by dedicated streets in accordance with EXHIBIT C. Any street right-of-way not already dedicated at the time of annexation shall be dedicated in the final plat of subdivision for the Subject Property and the Village shall accept the dedication of any such street right-of-way upon completion of the street improvements and acceptance of the improvements by the Village. The Village shall accept the construction of streets, upon the completion by Developer of said improvements in accordance with the Village's Subdivision Regulations Ordinance. The final wearing surface of dedicated streets shall not be installed until a period of twelve (12) months after installation of the base. Upon completion of the street and prior to acceptance by the Village, Developer shall be responsible for keeping the streets free from construction debris and for repair of damages to the street.

It is further understood and agreed that the Developer will improve 80th Avenue to a width of 40 feet back-of-curb to back-of-

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curb along the entire portion of 80th Avenue which is adjacent to the Subject Property, and also shall improve the entire portion of 88th Avenue which is adjacent to the Subject Property to a width of 37 feet back-of-curb to back-of-curb, with such street improvements to be in accordance with final engineering plans approved by the Village.

In addition to sidewalks which are required under the Village's Subdivision Regulation Ordinance, the Developer shall construct and install a five foot (5') wide concrete sidewalk along the entire length of the Subject Property along both sides of 80th Avenue and the east side of 88th Avenue where the Subject Property is adjacent to 88th Avenue only on one side and along both sides of 88th Avenue where the Subject Property adjoins 88th Avenue on both sides, and also a six (6) foot wide sidewalk along the entire length of the Subject Property along 191st Street, all in accordance with final engineering plans approved by the Village. It is understood that the development of the Subject Property will be done in phases and all sidewalks in a particular phase (or subdivision) shall be installed at the time each such phase (or subdivision) is approved."

Section 5: That Section Seven of the Annexation Agreement be and is hereby amended to read in its entirety as follows:

"A. **Water Mains.** Developer shall be required to construct and install at its expense all necessary on-site water mains to service the Subject Property. In addition, in order to provide a fully looped system, Developer shall be required to construct and install at its expense a 16" water main from Oak Park Avenue at the south entrance for the Fun World Entertainment Center and along 191st Street to 80th Avenue, a 24" water main on 80th Avenue from 191st Street to 500 feet south of 185th Street, and also a 24" water main along 191st Street adjacent to the Subject Property to its west boundary line. All such water mains shall be constructed and installed in accordance with the Subdivision Regulations

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Ordinance of the Village and final engineering plans approved by the Village.

B. Recaptures. The Village agrees to charge a special connection fee for any connections (other than by the Subject Property) to certain water mains the Developer is constructing pursuant to the provisions of Section 10 of this Agreement. Such special connection fees for any connections to the following indicated water main improvements shall be imposed against all properties fronting on such improvements on a front foot (or other appropriate) basis in accordance with a cost allocation between such properties and the Subject Property to be determined by the Village Engineer based on actual construction costs (including engineering and land acquisition costs but not including attorney's fees). Such connection fees shall be based upon 100% of the cost of construction of the 24" water main where it is not contiguous to the Subject Property and 50% of the cost of construction of said 24" water main where it is contiguous to the Subject Property. The amount of such connection fees shall include interest at a rate equal to the average yearly rate of return on investments in the State Treasurer's investment pool applied to the balance remaining unpaid from time to time. Such interest shall be added annually, or prorated for payments received during the year, as of the anniversary date of this Agreement, and such interest shall accrue for a period of five (5) years from the date of this Agreement and thereafter no further interest will accrue. If and when such special connection fees are collected, the Village will as promptly as possible pay the same in the manner set forth below.

It is understood and agreed that if the Village is unable to either impose or collect any such connection fees, it need not file a lawsuit to collect or impose such fees, and that the Village shall not be liable in any manner for its failure to so impose or collect such fees. Nevertheless, except for litigation, the Village will use its best efforts to impose and collect such fees and to transfer the collected fees to Developer."

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Section 6: That Section Eight of the Annexation Agreement be and is hereby amended to read in its entirety as follows:

"Developer shall be required to construct and install at its expense all necessary sanitary sewers to service the Subject Property in accordance with the Subdivision Regulations Ordinance of the Village and final engineering plans approved by the Village, and shall likewise at its expense provide for the transmission of such sewage for treatment and any and all costs for treatment plant construction or expansion.

The Village shall have the right to direct the Developer to oversize the aforesaid sanitary sewers to service property other than the Subject Property, which additional service area shall not exceed 175 additional acres. In the event the Village so directs the Developer, the Developer shall construct and install at its expense said oversized sewers as directed by the Village. If oversized pursuant to direction of the Village, the area that said sewers are capable of servicing, and will benefit, exceeds that of the Subject Property. The Village agrees, in order to provide for reimbursement to the Developer of a portion of the cost of the sewers (i.e. the cost of oversizing as determined by the Village Engineer after consulting with Developer's engineer), the Village shall, to the extent the same is permitted by authority contained under the provisions of Section 9-5-1, et. seq., of the Illinois Municipal Code, as amended, require that as a condition to the Village's approval of any plat of subdivision, or to the Village's permitting any connection to and use of the sewers relating to or benefitting any properties other than the Subject Property, the owner or owners of said properties shall pay to the Village, which shall in turn reimburse to the Developer, a connection fee when and as collected. The amount to be paid as such connection fees shall be as determined by the Village by separate ordinance. The amount of such connection fees shall include interest at a rate equal to the average yearly rate of return on investments in the State Treasurer's investment pool applied to the balance remaining unpaid

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from time to time. Such interest shall be added annually, or prorated for payments received during the year, as of the anniversary date of this Agreement, and such interest shall accrue for a period of five (5) years from the date of this Agreement and thereafter no further interest will accrue. The properties or area to be subject to the special connection fee hereunder shall be determined by the Village Engineer and such determination shall be filed with the Village.

The amount of reimbursement to be paid to Developer by Village from the connection fees, when and as collected, shall be an amount of money as determined by the Village Engineer.

The cost of oversizing and the total construction cost for the sewers, sometimes hereinafter called the construction cost, shall be evidenced to Village by a sworn statement of the Developer as to the amount of such construction cost and may be confirmed by the Village, at its option, from documents designated from time to time by Village and relevant to determining the construction cost, certified under oath by the Developer as true and correct; such documents shall be provided by Developer to Village in a form and substance satisfactory to Village on demand made by Village.

The Village shall have no liability or other obligation to pay or cause the payment of any sum of money to Developer on account of such recapture other than out of such funds as the Village shall collect pursuant to such separate recapture and special connection fee ordinances. The Village shall provide the appropriate ordinances to accomplish this, and use any reasonable means to enforce said ordinances. Recaptures shall include computation of the recognized interest factor.

Section 7: That Section Nine of the Annexation Agreement be and is hereby amended to read in its entirety as follows:

"Owner and Developer shall dedicate rights-of-way of 60 feet for 191st Street along the entire northern boundary of the Subject Property adjacent to 191st Street, 40 feet for 88th Avenue along the entire boundary of the Subject Property adjacent to 88th

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Avenue, and 100 feet for the extension of 80th Avenue in its current alignment as extended through the entire Subject Property to its southern boundary (with the exception that such dedication for 80th Avenue shall only be 50 feet where the Subject Property is contiguous to 80th Avenue on only one side of 80th Avenue as extended in its current alignment to the southern boundary of the Subject Property), and 66 feet for all other streets within the development of the Subject Property. The dedications for 191st Street and 80th and 88th Avenues shall be made at the time of final plat approval for the areas contiguous to such rights-of-way; provided, however, such dedications must be made earlier for any such rights-of-way if the Village so requests because of imminent construction plans for any such streets. All other dedications shall be made at the time of final plat approval for the area contiguous to the area being dedicated for a right-of-way, or the final plat approval for the area within which any such right-of-way may lie."

Section 8: That Section Twenty-Seven of the Annexation Agreement as added by the First Amendment be and is hereby amended to read in its entirety as follows:

"The parties hereto agree that none of them, nor their successors or assigns, will take any action to disconnect the Subject Property from the Village during the life of the Annexation Agreement, as amended."

Section 9: This Second Amendment 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 twenty (20) years from the date of execution hereof, and the Annexation Agreement, as amended, is hereby extended (as authorized in Section Sixteen thereof) to likewise remain in effect for a period of twenty (20) years from the date of execution hereof.

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Section 10: Unless otherwise notified in writing, all notices, requests and demands shall be given in the manner prescribed in the Annexation Agreement.

Section 11: The Owner and Developer shall reimburse the Village for all expenses incurred in the preparation and review of this Second Amendment, and any ordinances or other documents relating to this Second Amendment in addition to the amounts owed under the Annexation Agreement.

Section 12: In the event that any third party or parties institute any legal proceedings against the Owner, Developer and/or the Village which relate to the terms of this Second Amendment, then, in that event, the Owner and Developer, 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. Developer or 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 the Owner and/or Developer 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 Developer 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.

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In the event the Village institutes legal proceedings against the Owner and/or Developer for violation of this Second Amendment and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against Owner and/or Developer 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 and/or Developer may, in its sole discretion, appeal any such judgment rendered in favor of the Village against Owner and/or Developer, but shall reimburse the Village for all expenses incurred by it as a result of such appeal if the Village is successful in such appeal in whole or in part.

Section 13: Notwithstanding any provision of this Second Amendment to the contrary, the Owner and Developer shall at all times during the term of this Second Amendment remain liable to Village for the faithful performance of all obligations imposed upon Owner and/or Developer by this Second Amendment and the Annexation Agreement, as previously amended, until such obligations have been fully performed or until Village, at its sole option, has otherwise released Owner and/or Developer from any or all of such obligations as provided elsewhere in the Annexation Agreement, as previously amended, and this Second Amendment.

Section 14: It is understood and agreed to by the parties that, except as expressly set forth herein, the Village is not relinquishing any available rights or remedies under the previously entered into Annexation Agreement, and that a violation of this Second Amendment shall constitute a violation of the Annexation Agreement, as amended, as fully as if the violation was a violation of one of the original terms of the Annexation Agreement, as amended. Also, regardless of whether the Owner and/or Developer are in default hereunder, nothing herein shall be construed to excuse the Owner and/or Developer from any or all of its obligations under the Annexation Agreement, as amended.

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Section 15: Failure of any party to this Second Amendment 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 16: Where Village approval or direction is required by this Second Amendment, 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 Second Amendment.

Section 17: A copy of this Second Amendment and any amendment thereto, or a memorandum of this Second Amendment, shall be recorded in the office of the Cook County Recorder of Deeds (or Registrar of Titles, if applicable) by the Village at the expense of the Developer.

Section 18: The officers of the Owner and the Developer executing this Second Amendment warrant that they have been lawfully authorized by their respective Boards of Directors to execute this Second Amendment on behalf of said Owner and Developer. 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 Second Amendment. The Owner, Developer 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, letters of direction, ordinances or other documents required to legally evidence the authority to so execute this Second Amendment on behalf of the respective entities.

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Section 19: This Second Amendment may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

Section 20: In the event a court of competent jurisdiction shall determine that the Village does not have the power to perform any provision set forth in this Second Amendment, 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 Second Amendment.

Section 21: When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village unless the context clearly indicates otherwise.

Section 22: This Second Amendment shall be signed last by the Village and the President (Mayor) of the Village shall affix the date on which he signs this Second Amendment on page 1 hereof which date shall be the effective date of this Second Amendment.

ATTEST:

VILLAGE OF TINLEY PARK, an
Illinois Municipal Corporation

By Frank W. German Jr.
Village Clerk

By [Signature]
Village President

MARQUETTE NATIONAL BANK, as
Trustee under Trust Agreement
dated August 1, 1989 and known
as Trust No. 12178

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Marquette National Bank, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF Marquette National Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

MARQUETTE NATIONAL BANK
[Signature]
Vice President
[Signature]
Assistant Secretary
TR# 12178

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed, as their free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

"OFFICIAL SEAL"
LUCILLE A. ZURLIS
Notary Public, State of Illinois
My Commission Expires 1/24/98

17th day of October 1994
Lucille A. Zurlis
Notary Public

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CRANNA CONSTRUCTION COMPANY,
INC. PROFIT SHARING PLAN being
the sole beneficiary under
Trust Agreement dated August 1,
1989 and known as Trust No.
12178 and not Individually

By: Frank Bradley
Its TRUSTEE

ATTEST:

By: Mugh JM Sangh Inc
Its Trustee

MARQUETTE NATIONAL BANK, as
Trustee under Trust Agreement
dated November 18, 1976 and
known as Trust No. 7565

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Marquette National Bank, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF Marquette National Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

MARQUETTE NATIONAL BANK
[Signature] TR# 7565
Vice President
[Signature]
Assistant Secretary

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed, as their free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

"OFFICIAL SEAL"
LUCILLE A. ZURLIS
Notary Public, State of Illinois
My Commission Expires 1/24/98

Given under my hand and Notarial Seal this 17th day of October 1994
Lucille A. Zurlis
Notary Public

ATTEST:

By: Nancy Rodriguez
Its Assistant Trust Officer

SEE ATTACHED RIDER FOR
EXECUTION BY TRUSTEE

TMB:ajh
9/26/94

MALONE AND MOLONEY PROFIT SHARING PLAN being the sole beneficiary under Trust Agreement dated March 4, 1978 and known as Trust No. 4634

By: *Eamon Malone*
Its TRUSTEE

ATTEST:

By: *John Moloney*
Its (SEC)

MALONE AND MOLONEY BUILDERS, INC., individually as Developer and also as Beneficiary under Trust No. 7565, and also as legal title holder of record of Parcel A legally described on **EXHIBIT A**

By: *Eamon Malone*
Its PRES

ATTEST:

By: *John Moloney*
Its (SEC)

CRANNA CONSTRUCTION COMPANY, INC., individually as Developer and also as Beneficiary under Trust No. 7565, and also as legal title holder of record of Parcel A legally described on **EXHIBIT A**

By: *Robert Bradley*
Its PRES

ATTEST:

By: *Hugh J. Danaher*
Its Sec

STATE OF ILLINOIS)
COUNTY OF C O O K) SS.
COUNTY OF W I L L)

CLERK'S CERTIFICATE

I, **FRANK W. GERMAN, JR.**, the duly elected, qualified, and acting Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of that Ordinance now on file in my office, entitled:

ORDINANCE NO. 98-0-018

AN ORDINANCE ANNEXING PROPERTY - BROOKSIDE GLEN

which Ordinance was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 17th day of March, 1998, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 17th day of March, 1998.

I further certify that the vote on the question of the passage of the said Ordinance by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of said vote was as follows, to-wit:


AYES: BETTENHAUSEN, DI BERNARDO, FULTON, REA, SEAMAN

NAYS: NONE

ABSENT: HANNON

I do further certify that the original Ordinance, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this 17th day of March, 1998.



Deputy Village Clerk

ORDINANCE NO. 98-0-018

AN ORDINANCE ANNEXING PROPERTY - BROOKSIDE GLEN

BE IT ORDAINED by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: That this President and Board of Trustees find as follows:

- (a) A Petition has been filed with the Village Clerk and presented in proper form to the President and Board of Trustees of the Village of Tinley Park, requesting that the territory described in Section 2 of this Ordinance be annexed to the Village of Tinley Park, Cook and Will Counties, Illinois;
- (b) The aforesaid Petition is in proper form under oath, signed by all owners of record of all the land within the territory, there being no electors residing within or on said territory;
- (c) That said territory is not located in a Fire Protection District, but is located in the Frankfort Public Library District, and there is a highway adjacent to or located within the aforesaid territory which is under the jurisdiction of any Township or its Commissioner of Highways, and therefore notice of the proposed annexation has been served upon and given to Frankfort Public Library District and the Frankfort Commissioner of Highways and Board of Town Trustees;
- (d) Such territory described in Section 2 is within the unincorporated portion of Will County and not within the corporate limits of any municipality, but is contiguous to the Village of Tinley Park, Cook and Will Counties, Illinois, a municipality existing under the laws of the State of Illinois.

Section 2: That the following described territory be and is hereby annexed to the Village of Tinley Park, Cook and Will Counties, Illinois:

PARCEL 1:

THE SOUTH 208.71 FEET OF THE WEST 208.71 FEET OF THE N.W. 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN FRANKFORT TOWNSHIP, WILL COUNTY, ILLINOIS, CONTAINING 1.0 ACRES, MORE OR LESS.

PARCEL 2:

THE NORTH 30.00 FEET OF THE WEST 208.71 FEET OF THE S.W. 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN FRANKFORT TOWNSHIP, WILL COUNTY, ILLINOIS, CONTAINING 0.144 ACRES, MORE OR LESS. (COMMONLY KNOWN AS: APPROXIMATELY 19501 S. 88TH AVE., MALONE & MOLONEY).

Pursuant to 65 ILCS 5/7-1-1, the annexation of the above-described property shall extend to the far side of any adjacent highway and shall include all of every highway within the said property.

Section 3: That the Village Clerk is hereby and herewith instructed to record with the Recorder of Deeds of Will County, Illinois, and to file with the County Clerk of Will County, Illinois:

- (a) a copy of this Ordinance certified as correct by the Clerk of said Village of Tinley Park; and
- (b) a plat of the land included in this annexation, as required by law, said plat to be attached to the aforesaid certified copy of this Ordinance.

Section 4: That this Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED this 17th day of March, 1998, by a majority of the Corporate Authorities on a roll call vote as follows:

AYES: BETTENHAUSEN, DI BERNARDO, FULTON, REA, SEAMAN


NAYS: NONE

ABSENT: HANNON

APPROVED this 17th day of March, 1998, by the President of the Village of Tinley Park.


Village President

ATTEST:


Deputy Village Clerk

STATE OF ILLINOIS)
COUNTY OF COOK) SS.
COUNTY OF WILL)

CLERK'S CERTIFICATE

I, **FRANK W. GERMAN, JR.**, the duly elected, qualified, and acting Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of that Ordinance now on file in my office, entitled:

ORDINANCE NO. 98-0-019

**ORDINANCE REZONING PROPERTY -
AND AMENDING A PLANNED UNIT DEVELOPMENT (BROOKSIDE GLEN)**

which Ordinance was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 17th day of March, 1998, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 17th day of March, 1998.

I further certify that the vote on the question of the passage of the said Ordinance by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of said vote was as follows, to-wit:

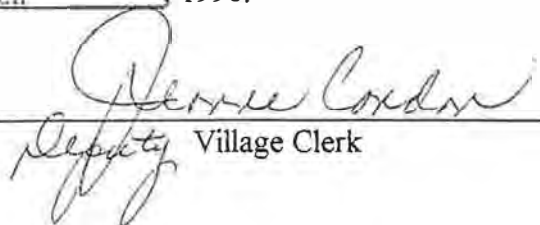
AYES: BETTENHAUSEN, DI BERNARDO, FULTON, REA, SEAMAN

NAYS: NONE

ABSENT: HANNON

I do further certify that the original Ordinance, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this 17th day of March, 1998.



Deputy Village Clerk

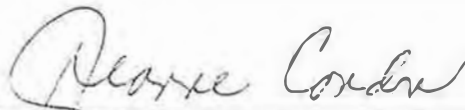
PAMPHLET

FRONT OF PAMPHLET

ORDINANCE NO. 98-0-019

**ORDINANCE REZONING PROPERTY -
AND AMENDING A PLANNED UNIT DEVELOPMENT (BROOKSIDE GLEN)**

Published in pamphlet form this 17th day of March, 1998, by Order of the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois.



FRANK W. GERMAN, JR.

Deputy Village Clerk

ORDINANCE NO. 98-0-019

**ORDINANCE REZONING PROPERTY -
AND AMENDING A PLANNED UNIT DEVELOPMENT (BROOKSIDE GLEN)**

WHEREAS, a petition for Rezoning of certain real estate, as set forth below, and amending a Special Use for Planned Unit Development has been filed with the Village Clerk of this Village and has been referred to the Long Range Plan Commission of this Village and has been processed in accordance with the Tinley Park Zoning Ordinance, as amended; and

WHEREAS, the Long Range Plan Commission of this Village held a public hearing on whether the requested Rezoning and Amendment to a Special Use should be granted, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, public notice in the form required by law, was given of said public hearing by publication not more than 30 days nor less than 15 days prior to said hearings in The Star, a newspaper of general circulation in this Village, there being no newspaper published in this Village; and

WHEREAS, the Long Range Plan Commission of this Village has filed its report of findings and recommendations that the proposed Rezoning and Amendment to a Special Use Permit for a Planned Unit Development be granted with this President and Board of Trustees, and this Board of Trustees has duly considered said reports and findings and recommendations;

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

Section 1: That the report and findings and recommendations of the Long Range Plan Commission of this Village are herein incorporated by reference as the findings of this Board of Trustees, as completely as if fully recited herein at length.

Section 2: That in addition to the findings in Section 1, this Board of Trustees further finds in relation to the requested Rezoning and Amendment to a Special Use Permit for a Planned Unit Development as follows:

- a) That the Subject Property is located at 19501 South 88th Avenue and is an approximately 200' x 209' parcel. The Brookside Glen Subdivision is an approximately 800 acre parcel immediately adjacent to the Subject Property. When Brookside Glen was annexed to the Village in 1990, the Subject Property was not available.
- b) That the Subject Property was recently purchased by the owners of Brookside Glen and annexed into the Village. This request is to include the Subject Property in the Brookside Glen Subdivision by zoning it appropriately and amending the special use for Planned Unit Development granted for Brookside Glen to include the Subject Property. The Subject Property is currently zoned R-1 Single Family Residential.
- c) That the proposed rezoning from R-1 to R-2 PD is in the public good and in the best interests of the Village and its residents and is consistent with and fosters the purposes and spirit of the Tinley Park zoning Ordinance as set forth in Section I,B thereof. Said rezoning is also in accordance with the provisions of the comprehensive land use plan of the Village.
- d) That the establishment, maintenance, or operation of this proposed amendment to the previously approved Planned Unit Development will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. The addition of the Subject Property to the Planned Unit Development will allow coordinated development throughout the area.
- e) That the establishment of the proposed amended Planned Unit Development will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the neighborhood. Rather, the proposed amendment to the Planned Unit Development should enhance the property value of the entire area by permitting coordinated development.
- f) That the establishment of the proposed amended Planned Unit Development will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. In fact, adding the Subject Property to the Planned Unit Development will further the orderly development of the area.
- g) That adequate utilities, access roads, drainage, and/or other necessary facilities have

been or are being provided for the Subject Property.

- h) That adequate measures have been or will be taken to provide ingress and egress designed to minimize traffic congestion in the public streets. Adding the Subject Property to the Planned Unit Development will allow an improved street layout.
- i) That the proposed amendment to the Planned Unit Development will in all other respects conform to the applicable regulations of the district in which it is located.

Section 3: That the Tinley Park Zoning Ordinance, as amended, be further amended by classifying and rezoning the property legally described as follows:

PARCEL 1:

THE SOUTH 208.71 FEET OF THE WEST 208.71 FEET OF THE N.W. 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN FRANKFORT TOWNSHIP, WILL COUNTY, ILLINOIS, CONTAINING 1.0 ACRES, MORE OR LESS.

PARCEL 2:

THE NORTH 30.00 FEET OF THE WEST 208.71 FEET OF THE S.W. 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN FRANKFORT TOWNSHIP, WILL COUNTY, ILLINOIS, CONTAINING 0.144 ACRES, MORE OR LESS. (COMMONLY KNOWN AS: APPROXIMATELY 19501 S. 88TH AVE., MALONE & MOLONEY).

from R-1 Single-Family Residential District to the R-2 PD Single-Family Residential Planned Development District under the Tinley Park Zoning Ordinance, as amended.

Section 4: That an Amendment to the Special Use Permit for an R-2 Planned Unit Development, previously granted for the Subject Property, is hereby granted and shall be issued to add the Subject Property described above to the Planned Unit Development.

Section 5: That the zoning map of the Village of Tinley Park, Cook and Will Counties, Illinois, be amended so as to be in conformance with the rezoning and granting of an amended special

use permit for a Planned Unit Development as aforesaid.

Section 6: That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form and this Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

PASSED this 17th day of March, 1998, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: BETTENHAUSEN, DI BERNARDO, FULTON, REA, SEAMAN

NAYS: NONE

ABSENT: HANNON

APPROVED by the President of the Village of Tinley Park on the 17th day of March, 1998.

ATTEST:

Rosanne Cordan
Rosanne Deputy Village Clerk

[Signature]
Village President

PAMPHLET

BACK OF PAMPHLET

ORDINANCE NO. 98-0-019

**ORDINANCE REZONING PROPERTY -
AND AMENDING A PLANNED UNIT DEVELOPMENT (BROOKSIDE GLEN)**

Published in pamphlet form by Order of the Corporate Authorities of the Village of Tinley Park Cook and Will Counties, Illinois.

STATE OF ILLINOIS)
COUNTY OF C O O K) SS.
COUNTY OF W I L L)

CLERK'S CERTIFICATE

I, **FRANK W. GERMAN, JR.**, the duly elected, qualified, and acting Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of that Ordinance now on file in my office, entitled:

ORDINANCE NO. 2000-O-006

**"ORDINANCE GRANTING A SUBSTANTIAL DEVIATION
TO THE BROOKSIDE GLEN PLANNED UNIT DEVELOPMENT"**

which Ordinance was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 15th day of February, 2000, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 15th day of February, 2000.

I further certify that the vote on the question of the passage of the said Ordinance by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of said vote was as follows, to-wit:

AYES: REA, SEAMAN, HANNON, BETTENHAUSEN, HEFFERNAN, MAHER

NAYS: NONE

ABSENT: NONE

I do further certify that the original Ordinance, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this 15th day of February, 2000.


Village Clerk

PAMPHLET

FRONT OF PAMPHLET

**ORDINANCE GRANTING A SUBSTANTIAL DEVIATION
TO THE BROOKSIDE GLEN PLANNED UNIT DEVELOPMENT**

Published in pamphlet form this 15th day of February, 2000, by Order of the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois.


FRANK W. GERMAN, JR.
Village Clerk

TMB:ajp
2/11/00

ORDINANCE NO. 2000-O-006

**ORDINANCE GRANTING A SUBSTANTIAL DEVIATION
TO THE BROOKSIDE GLEN PLANNED UNIT DEVELOPMENT**

WHEREAS, a petition for a substantial deviation to the previously approved Brookside Glen Planned Unit Development, as more fully described below, has been filed with the Village Clerk of this Village and referred to the Long Range Plan Commission of this Village and processed in accordance with the Tinley Park Zoning Ordinance, as amended; and

WHEREAS, the Long Range Plan Commission of this Village held a public hearing on whether the requested substantial deviation (amended special use permit) in the Brookside Glen Planned Unit Development should be granted, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, public notice in the form required by law, was given of said public hearing by publication not more than 30 days nor less than 15 days prior to said hearing in **The Star**, a newspaper published in and having a general circulation in this Village; and

WHEREAS, the Long Range Plan Commission of this Village has filed its report of findings and recommendations that the substantial deviation (amended special use permit) to the Brookside Glen Planned Unit Development be granted with this President and Board of Trustees, and this Board of Trustees has duly considered said report and findings and recommendations;

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

TMB:ajp
2/11/00

Section 1: That the report and findings and recommendations of the Long Range Plan Commission of this Village are herein incorporated by reference as the findings of this Board of Trustees, as completely as if fully recited herein at length. Also, all exhibits submitted at the aforesaid public hearing are also hereby incorporated by reference as fully as if attached hereto. This Board of Trustees further finds that the proposed substantial deviation (amended special use permit) is in the public good and in the best interests of the Village and its residents and is consistent with and fosters the purposes and spirit of the Tinley Park Zoning Ordinance as set forth in Section I,B thereof. Said substantial deviation (amended special use permit) is also in accordance with the provisions of the comprehensive land use plan of the Village.

Section 2: In addition to the findings set forth in Section 1 hereof, this Board of Trustees further finds, in regards to the proposed substantial deviation (amended special use permit) to the Brookside Glen Planned Unit Development, as follows:

- A. That the Subject Property is located at approximately 194th Street and 80th Avenue.
- B. That the development of the Subject Property is governed by the special use permit for the Brookside Glen Planned Unit Development. The proposed substantial deviation to the Brookside Glen Planned Unit Development only applies to several portions of the Planned Unit Development. The original Planned Unit Development called for 429.9 acres of single-family residential lots with a total of 1,127 lots, while the revised Planned Unit Development proposed herein would provide for 460 acres of single-family residential lots with a total of 1,192 lots. The original Planned Unit Development also provided for 123.3 acres of townhome development with

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a total number of 740 dwelling units, while the revised Planned Unit Development reduces the townhome development to a total of 94.6 acres and a total of 527 dwelling units. Finally, the original Planned Unit Development provided for 21.5 acres of condominium development with a total of 258 dwelling units, while the revised Planned Unit Development will have 27 acres of condominium development with 352 dwelling units. Thus, there is an overall reduction in density of 54 dwelling units. The proposed substantial deviation also provides for an increase in the building height for the proposed condominium units from three to four stories, and each condominium building will have underground parking (at least one parking stall per condominium unit) and elevators. There will be 16 condominium buildings with 22 units in each building. Such revised Planned Unit Development shall be developed substantially in accordance with the revised Site Plan which is attached hereto and made a part hereof as **EXHIBIT A**.

C. The original Planned Unit Development met all the standards and criteria established in the Tinley Park Zoning Ordinance under Section VII,C, both 1 and 2, and that the changes proposed for the revised Planned Unit Development also meet all such standards and criteria. The proposed change, as indicated, results in a reduction in density, and therefore, will not substantially injure or damage the use, value and enjoyment of surrounding property. The surrounding property consists almost entirely of other portions of the Brookside Glen development, and therefore, its development will not be hindered by, but in fact will be enhanced by, the proposed change. The findings in connection with the original Brookside Glen Planned Unit Development are hereby

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incorporated by reference as findings herein, particularly as such findings relate to such matters as utilities, roadways, covenants, etc.

D. All findings previously made by the Village in connection with the original granting of the special use for the Brookside Glen Planned Unit Development are hereby incorporated by reference as findings in connection with the proposed amended special use permit (substantial deviation) for the Brookside Glen Planned Unit Development. Again, the reduction in density will enhance, rather than detract from or endanger, the public health, safety, morals, comfort or general welfare. Property values within the area will be enhanced by the proposed changes and the area in general consists primarily of other portions of the Brookside Glen development. There will be no injury to the use and enjoyment of other property in the immediate vicinity based upon the reduction in density and also the additional green space that is being provided. The substantial change will not impede the normal and orderly development and improvement of surrounding property—the surrounding property is for the most part, part of the Brookside Glen Subdivision and such development is proceeding successfully and will continue to do so. Also, adequate utilities, access roads, drainage and other necessary facilities are being provided. The utility and street systems have not been changed in any significant way and provide for adequate public services to the Subject Property, including adequate ingress and egress designed to minimize traffic congestion in the area. Finally, the amended special use shall in all other respects conform to the applicable regulations of the districts in which the Planned Unit Development is located, except as modified herein or in the prior approval for the original Brookside Glen Planned Unit Development.

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2/11/00

E. The substantial deviation provided for herein will not alter the essential character of the locality, as the actual uses have not changed and are part of a well-planned community of multiple uses.

F. That the proposed substantial deviation in the Brookside Glen Planned Unit Development is consistent with the comprehensive plan and proposed uses in the area of the Subject Property.

G. That the Plan Commission has recommended and this Board hereby finds that the proposed substantial deviation is reasonable and that the proposed revised plan provides beneficial development consistent with and complementary to the surrounding uses in the vicinity.

Section 3: That an amendment to the special use for the previously approved Brookside Glen Planned Unit Development is hereby approved for the substantial deviation to such Planned Unit Development described above in Section 2 hereof, which includes permission to construct single-family homes in lieu of townhomes in the R-2 Single-Family Residential District Planned Unit Development portion of the Brookside Glen development (resulting in 65 additional single-family homes and 213 less townhomes), and to allow an increase in the building height in the condominium portion of the Planned Unit Development (in the R-5 Low Density Residential District of the Planned Unit Development) to allow for four story buildings not to exceed 56 feet in height and in a revised configuration with an increase in the number of condominium units from 258 to 352 dwelling units, with such amended special use being hereby expressly conditioned upon the following:

TMB:ajp
2/11/00

1. The developer constructing the revised Planned Unit Development in substantial accordance with the Site Plan attached hereto and hereby made a part hereof.
2. That at least one parking stall per condominium unit be provided underground in each of the condominium buildings.
3. That the condominium buildings shall not exceed 56 feet in height.
4. That each of the condominium buildings contain at least one elevator.

Section 4: The zoning map of the Village of Tinley Park, Cook and Will Counties, Illinois, be amended so as to reflect the amended special use (substantial deviation) being approved herein.

Section 5: That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form and this Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

PASSED this 15th day of February, 2000, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: REA, SEAMAN, HANNON, BETTENHAUSEN, HEFFERNAN, MAHER

NAYS: NONE

ABSENT: NONE

TMB:ajp
2/11/00

APPROVED by the President of the Village of Tinley Park on the 15th day of
February, 2000.



Village President

ATTEST:



Village Clerk

PAMPHLET
BACK OF PAMPHLET

**ORDINANCE GRANTING A SUBSTANTIAL DEVIATION
TO THE BROOKSIDE GLEN PLANNED UNIT DEVELOPMENT**

Published in pamphlet form by Order of the Corporate Authorities of the Village of Tinley Park,
Cook and Will Counties, Illinois.

TO: THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES
FROM: THE TINLEY PARK LONG RANGE PLAN COMMISSION
SUBJECT: THE MINUTES OF THE SEPTEMBER 16, 1999, MEETING

A Public Hearing was held on September 16, 1999, by the Long Range Plan Commission to consider recommending to the Village Board to grant a Substantial Deviation to the Brookside Glen PUD in the R-2 PD Single Family Residential Zoning District to allow for the construction of Single Family homes in lieu of Townhomes and in the R-5 Low Density Residential Zoning District to increase the Building Height in the Condominium portion of the Development. The Public Hearing was called to order at 7:41 p.m., by Chairman Ron Bruning, and roll call was taken as follows:

PRESENT: Chairman Ron Bruning and Commissioners: Bob McClellan, Maureen McLeod, Bill Reidy, Cal Schipma, Rita Walker, Larry Zielinski

GUESTS: Dave Seaman - Trustee Liaison, Dave Samuelson - Planning Director, Ken Dunn - Fire Prevention Admin./Fire Chief, Commander Chuck Montgomery and Officer Roger Barton - Police Department, Developer Eamon Malone, of Malone & Moloney, Inc., in Tinley Park, Illinois, Developer Frank Bradley, of Crana Homes, Inc., of Tinley Park, Illinois, and Civil Engineer, Ted M. Virgilio, with Branecki-Virgilio & Associates, in Des Plaines, Illinois - Petitioners

ABSENT: Commissioners: Debbie Blanusha and Dan Riordan

PUBLIC HEARING #2: MALONE & MOLONEY, INC., 194TH ST. & 80TH AVE. - SUBSTANTIAL DEVIATION TO THE BROOKSIDE GLEN PUD

Developer Eamon Malone, of Malone & Moloney, Inc., in Tinley Park, Illinois, Developer Frank Bradley, of Crana Homes, Inc., of Tinley Park, Illinois, and Civil Engineer, Ted M. Virgilio, with Branecki-Virgilio & Associates, in Des Plaines, Illinois, were present to request a Substantial Deviation to the Brookside Glen PUD. This portion of Brookside Glen is bordered on the South by 191st St., on the West by 88th Ave., and on the East by Harlem Ave. It will encompass Single Family, Townhomes, Condominiums, Commercial Shopping, Office & Restricted Industrial, Open Space, Parks and School sites.

They propose to make changes in the Townhome and Condominium areas. The

original plan called for 740 Townhome Units, however, the Village has expressed some concern over that number of Units. Now that development is beginning in that area, the Developers have decided to request that the amount of Townhome Units be reduced to 527 Units, which is a decrease of 213 Units, and instead build 65 Single Family homes on the property. After meeting with Village Staff, they have settled on a plan that proposes that a portion of the Townhome area become Single Family. This would give them a total of 1,192 Single Family Homes and 527 Townhome Units. If this plan is approved, it would mean an overall reduction of 148 Dwelling Units.

The Developers are now considering the Condominium area for development, and have decided on a type of building. He displayed a rendering of the proposed 4-Story, 16-Unit, 56' high building. There would be a total of 22 Buildings, for a total of 352 Dwelling Units. Each building will have an elevator and underground parking located under the building. The plan allows for additional parking spaces for the buildings, as well as more open space. The density with the original plan was about 12 Dwelling Units per acre, and with this proposed plan, the density would be at about 13 Dwelling Units per acre. The total number of Dwelling Units would increase by 94 Units, but when combined with the loss of 148 Townhome Units, this plan has a net loss of 54 Dwelling Units.

Chairman Bruning asked if anyone wished to address this Public Hearing. John Mulligan, a resident at 7911 Richardson Ln., asked if they would be increasing the number of exits from the Subdivision to handle the increased traffic, or would it still just be 191st St. and 80th Ave.? Eamon Malone answered that the roadways will remain the same, however, they have widened the boulevard to allow for more vehicle traffic leading to the main exit on 80th Ave., and they will add another exit onto 191st St.

Wally Copeland, a resident at 7961 Richardson Ln., asked what the height of the 3-Story building was, as opposed to 56' high for 4-Story buildings. Eamon Malone answered that the height of the 3-Story building was 40'.

Mary Ellen Naumczik, a resident at 8602 Meadows Edge Tr., asked if the Wetland area would remain the same, and if the boundaries for the Condo. and Townhome areas would remain the same. Eamon Malone answered that the Wetland area would be untouched, and the boundaries for the Condo. and Townhome areas would be fairly close to the same.

Jim Kapala, a resident at 8130 Edgebrook Ln., asked if the landscaping setbacks would change in regard to the Condo. area. Eamon Malone answered that the open space boundary has remained the same. Mr. Kapala stated that he would like to see more of a buffer, because the closest Condo. building will be only about 55' from his property line.

Mike Levickas, a resident at 8131 Edgebrook Ln., stated that he feels that both Developers have done a fine job, so far, with the whole development, and asked if the grade in the Townhome area would have to be raised to comply with the approved grading plan, because it is a low area. When it rains now, there is quite a lot of water running through the swale, and it comes up into the yards. Eamon Malone answered that the detention area will be enlarged to accommodate the increased usage. The drainage ditch along the walking path already carries quite a bit of water, as it was designed to do.

Roy Mayer, a resident at 7811 Richardson Ln., asked what the starting date for the Condo. area would be. Eamon Malone answered that it would be sometime next year.

Jason Kresesky, a resident at 8544 Meadows Edge Tr., stated that the detention area needs to be enlarged to handle the increase, because the storm drain behind his home can't handle the water as it is now.

Loretta Finnegan, a resident at 7740 Northfield Ln., asked why the Developers are requesting to add a fourth story to the Condo. buildings. Eamon Malone answered that it was decided that they should cut down on the density of the Townhomes, and add Single Family Homes. Adding a fourth story to the Condo. building means that the footprint of the building is smaller, because they go up instead of out. They take up less space, which means that there is more green space around and between the buildings. Also, elevators and underground parking are desirable selling points for Condos.

Lorraine Hermann, a resident at 7805 Richardson Ln., stated that she is opposed to a 4-Story building, and asked what was the motivation for the change. She was not happy about 3-Story buildings, and this will be worse. Eamon Malone answered that the decision was made to cut down on the number of Townhomes that was originally approved and build Single Family Homes in that area. This should not impact the schools in the area, even though Townhomes generally contribute fewer children to the schools than Single Family homes. 4-Story Condo. buildings will mean smaller buildings, allowing for more green space and more space between the buildings, and also elevators and underground parking.

Planning Director, Dave Samuelson, explained that they have discussed this with the Frankfort School District, and, due to the reduction in the number of total Dwelling Units, there shouldn't be a significant change. For census purposes they generally figure 2-1/2 people per household for Townhomes, and 3-1/2 people per household for Single Family homes. When Brookside Glen was originally proposed, in 1989, it was for a Mixed-Use Development, including Single Family, Townhomes, Condos. and Commercial. We are holding this Public Hearing so that the residents can voice their opinions, ask questions and get accurate information about what is being proposed.

Robert Perry, a resident at 7762 Northfield Ln., asked if the buffer between the Townhome and Condo. areas will be increased, and also what the asking price will be for the Condos. Eamon Malone answered that the green space between the two areas will not be increased, because they have to maintain the required setbacks, but it will be heavily landscaped. They have not set the asking price for the Condos, as of yet, but it will be in the range of \$120,000 to \$150,000.

Valarie Ashack, a resident at 8608 Meadows Edge Tr., asked when the parks would be set up. There are a lot of families living in Brookside Glen, but not one park. Eamon Malone noted that they have designated 100 acres overall for parks, and given it to the Frankfort Square Park District to develop. Dave Samuelson stated that the Village will discuss this with the Frankfort Square Park District, and ask them to speed up development of the park property. Commissioner Rita Walker asked if the Developers made donations of money to the Park District, and Eamon Malone answered that they give them land instead.

Rosemary Copeland, a resident at 7961 Richardson Ln., asked whether the parking in the Condo. area would be around the buildings or in the center of the buildings. Eamon Malone answered that the buildings would have parking underneath the buildings, and there will be interior roadways and parking lots. Greenway Blvd. will be continued to access the Condo. area. Mrs. Copeland added that she is opposed to 4-Story buildings, and asked if the number of buildings would be increased. Eamon Malone answered that there will be more, but smaller, buildings.

John DeLuca, a resident at 8654 Brookside Glen Dr., asked where the access points would be for the Condos. and Single Family homes. Eamon Malone answered that there will be a roadway extended to each separate area.

Jamie Boswell, a resident at 8742 Brookside Glen Dr., asked if there are any other Condo. buildings of a similar height in Tinley Park, that they could look at, or will this be the only ones. Chairman Bruning answered that there are similar buildings in The Pines Development, at 183rd St. and Ridgeland Ave.

Gary Smith, a resident at 7934 Richardson Ln., stated that he is also opposed to having 4-Story Condo. buildings so close to his home. Engineer, Ted Virgilio, with Branekki-Virgilio & Associates, in Des Plaines, Illinois, noted that the buildings would be approximately 180' from Mr. Smith's home.

A Motion was made by Commissioner Rita Walker, seconded by Commissioner Bill Reidy, to close Public Hearing #2 at 8:16 p.m. Vote by voice call. Motion carried.

TO: THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES

FROM: THE TINLEY PARK LONG RANGE PLAN COMMISSION

SUBJECT: THE MINUTES OF THE SEPTEMBER 16, 1999, MEETING

PRESENT: Chairman Ron Bruning and Commissioners: Bob McClellan, Maureen McLeod, Bill Reidy, Cal Schipma, Rita Walker, Larry Zielinski

GUESTS: Dave Seaman - Trustee Liaison, Dave Samuelson - Planning Director, Ken Dunn - Fire Prevention Admin./Fire Chief, Commander Chuck Montgomery and Officer Roger Barton - Police Department, Developer Eamon Malone, of Malone & Moloney, Inc., in Tinley Park, Illinois, Developer Frank Bradley, of Crana Homes, Inc., of Tinley Park, Illinois, and Civil Engineer, Ted M. Virgilio, with Branecki-Virgilio & Associates, in Des Plaines, Illinois - Petitioners

ABSENT: Commissioners: Debbie Blanusha and Dan Riordan

ITEM #2: MALONE & MOLONEY, INC., 194TH ST. & 80TH AVE. - SUBSTANTIAL DEVIATION TO THE BROOKSIDE GLEN PUD

This item is to consider recommending to the Village Board to grant a Substantial Deviation to the Brookside Glen PUD in the R-2 PD Zoning District to allow for the Construction of Single Family Homes in lieu of Townhomes, and in the R-5 Zoning District to increase the Building Height in the Condominium portion of the Development.

Commissioner Bob McClellan asked what type of sewer would be installed, and Eamon Malone answered that it would be a storm sewer, flared on each end, with a grate on the top. He also suggested that the Developer make every effort to have adequate screening between the different areas.

Chairman Bruning asked Mr. Malone if it would be possible to move the Condo. buildings further away from the Single Family homes, and Mr. Malone answered that it would require a Variance to move the buildings, because they have to meet the minimum required space between the buildings. Chairman Bruning also suggested that the residents call the Frankfort Park District to request that they speed up the development of the park property in Brookside Glen. Commissioner Larry Zielinski suggested that the low area that will be developed as Single Family homes be built up to a higher grade.

A Motion was made by Commissioner Rita Walker, seconded by Commissioner Cal Schipma, to recommend to the Village Board to grant a Substantial Deviation to the Brookside Glen PUD in the R-2 PD Zoning District to allow for the Construction of Single Family Homes in lieu of Townhomes, and in the R-5 Zoning District to increase the Building Height in the Condominium portion of the Development to allow 4-Story Buildings, not to exceed 56' in Height, and that engineering be done to alleviate traffic flow problems within the Subdivision.

Vote by roll call as follows: Ayes: Bob McClellan, Maureen McLeod, Bill Reidy, Cal Schipma, Rita Walker, Larry Zielinski, Chairman Ron Bruning. Nays: None. Abstain: None.

Vote: 7-0-0. Motion carried.

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5 intriguing trends to track in the multifamily housing game

BD+C's guide to success in the apartment/condo sector

MULTIFAMILY HOUSING (/BUILDING-TYPES/MULTIFAMILY-HOUSING) |

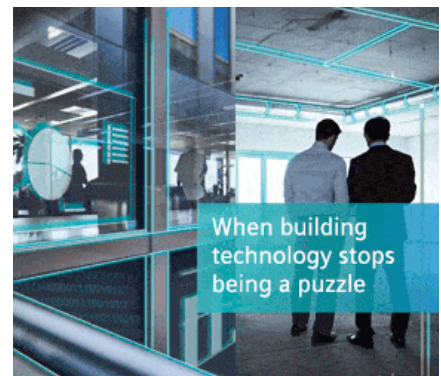
JANUARY 31, 2015 | JOHN CAULFIELD, SENIOR EDITOR



The upper lobby in the apartment building ECO, one of eight buildings in the Green District complex in Allston, Mass. Common areas in multifamily buildings, especially those charging higher rents, often look more like lobbies found in hotels. Photo: Warren Jagger

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COMMENTARY



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Innovations in addressing homelessness
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n just about any metro area in the U.S., investors, developers, and builders are scrambling to keep pace with the surging demand for multifamily housing, especially rental apartments.

An estimated 351,000 multifamily units were started in 2014, up nearly 14% over 2013 and more than double the 6.6% growth rate for total housing starts last year, according to the National Association of Home Builders. In Nashville, multifamily completions jumped about 70%, according to commercial real estate brokerage Marcus & Millichap. Completions in Seattle were at their highest level since 2000. Dallas's 19,000 completions led the nation, with Austin, Texas, and New York City, each with 14,000, hot on Big D's heels. Phoenix's 4,900 units might finally make a dent in a vacancy rate that in 2014 was as low as it had been in seven years.

5 TRENDS TO WATCH

1. Urban lifestyle
2. Affordable luxury
3. Amenities, amenities, amenities
4. Tenant control of technology
5. Green leases

"Condominium demand in Florida, which was virtually nonexistent from 2009 to 2012, is picking up, and inventories have been largely absorbed," says Ted Cava, who oversees Gilbane's development and construction activities in the Southeast.

As of mid-September, multifamily comprised 3.5% of outstanding bank loans, its highest share since 1992, according to American Banker magazine. About 90% of recent multifamily construction has been rental apartments. "As the labor market continues to recover, demand for rental properties will continue to run strong," Freddie Mac predicted in its September U.S. Economic and Housing Market Outlook.

Capital is rushing into this sector in search of rich returns on investment. Through the first 11 months of 2014, Atlanta-based Carroll Organization purchased a dozen multifamily properties valued at more than \$500 million. Michael Massie, Executive Vice President of The Picerne Group, a private REIT, says valuations "are taking off" in Southern

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TRENDING
ARTICLES

California, “and that gives us confidence to invest in those markets.” Between March and September, Picerne broke ground on three mid-rise communities with a total of 676 apartments, including the first new multifamily project to be approved in Cerritos, Calif., in four decades.

Tom Brink, AIA, LEED AP, a Vice President with RTKL, points out that developers are demanding much higher densities from apartment buildings. “Apartments as skyscrapers [are] proving to be serious architecture,” says Brink. He also says there has been a surge in mid-rise districts and neighborhoods requesting new height limits, and far greater use of steel versus wood, to increase heights and densities, as well as to save time and labor.

Visions of lofty investment returns are being buoyed by rent appreciation that hit a 35-year high in September, according to apartment market research firm Axiometrics. Carl Frinzi, Balfour Beatty Construction’s SVP and Multifamily Housing Business Leader, points to a project his firm completed in Mt. Pleasant, S.C., five miles from Charleston, in 2012. The building was sold before the last unit was filled; the yield to the seller topped 100%. The owner was able to raise rents three times from when the first tenant signed the lease to when the building was occupied.

While construction in markets like Chicago, Las Vegas, Raleigh, N.C., and Washington, D.C., has seemed a bit frothy of late, the consensus among architects, engineers, construction experts, and owners holds that multifamily still has runway, just to keep up with household formation—virtually all of which has come from renters over the past few years. For instance, the 4,000 multifamily units Boston delivers annually still trail its yearly 7,000 new household formations, according to the commercial real estate franchisor Sperry Van Ness.

Let’s explore five trends that experts consulted by *BD+C* say are propelling the multifamily market.

TREND #1: THE QUEST FOR THE URBAN LIFESTYLE

Multifamily products are attracting all adult cohorts, but their true targets seem to be Millennials and empty nesters. Stephanie McCleskey, Axiometrics’s



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Silicon Valley’s high-tech oasis
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VP of Research, notes that, from 2010 to 2013, 750,000 new renter households were formed whose heads were 55 to 64 years old.

AvalonBay Communities, an equity REIT, positions its brands to align with these demographic delineations. Its Avalon brand aims at what Matt Birenbaum, the company’s EVP of Corporate Strategy, calls “comfort creatures”—renters by choice, mostly in their 30s, who want high-service, high-amenity living. Its AVA brand appeals to what Birenbaum calls “young urban socials,” mostly Millennials, who will trade space for close-in location and want to live near like-minded people. Its eaves by Avalon value brand targets older, family-oriented renters who prefer the suburbs.

Industry observers say the common thread that connects these groups is the desire for a low-maintenance, urban—or at least walkable—experience, enhanced by amenities and technology that create a communal live-work-play nirvana. “New construction today differs from the past because it’s a lot more urban, not only in primary cities but also in places like Denver and Cincinnati,” says John Seebee, National Director of Marcus & Millichap’s Multifamily Housing Group.



(/bdcs-2017-design-innovation-report)
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Situated in Houston's historic Hines Market Square district is a 32-story luxury tower that will be home to 274 residents. Most of the multifamily that's being built in the U.S. is rental, and much of it is in or near urban centers where both young and older renters and empty nesters are gravitating. Photo: courtesy Ziegler Cooper

"If someone tells you that the desirability of urban life is waning, don't believe them," adds Arden Hearing, Managing Director of Trumark Homes' Trumark Urban division, which has seven condominium projects in the works in San Francisco. For many Americans, renting remains the only affordable way to get anywhere close to the urban core. "We're offering them access to locations they couldn't get otherwise," says AvalonBay's Birenbaum. Even on the urban fringe or in the suburbs, renters want the buzz of an urban center, says Tom Wermers, CEO of San Diego-based developer/contractor Wermers Companies.

Wermers sees more developers leaning toward walkable, transit-oriented projects. Wendy Dunnam-Tita, AIA, LEED AP, a Principal with architecture/engineering firm Page's Austin office, seconds that notion. "Public transportation is changing the way people are buying land for projects in Austin," she says. "More of our clients are emphasizing a sense of community that will make their projects more desirable."

It's a similar story in Houston, which Scott Ziegler, AIA, Principal with local design firm Ziegler Cooper, says is experiencing something of an urban renaissance. (Sperry Van Ness reports that half of Houston's 11,000 multifamily deliveries in 2014 were in urban submarkets.) Ziegler Cooper's recent work in that metro includes seven apartment towers, including the 28-story, 361-unit Catalyst in Houston's central business district, which broke ground last summer, and will feature high- and low-rise apartments (the latter forming a streetscape). Ditto for Dallas, where the firm designed the 507-unit Preston Hollow Village, a 42-acre complex that offers three apartment types—850 sf for Millennials, 1,150 sf for young professionals, and 1,600 sf for empty nesters.

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Much of this activity is being fueled by renters who crave what Ziegler calls “the 20-minute bubble,” where everything they want or need is close by and doesn’t require going onto a highway.

TREND #2: SEEKING AFFORDABILITY, WHILE WORSHIPPING AT LUXURY’S ALTAR

Many renters may aspire to live in or close to downtown, but that lifestyle doesn’t come cheap. A significant percentage of prospective renters are in a financially fragile state, and their housing options are narrowing as more and more developers and investors slavishly pursue deep-pocket customers.

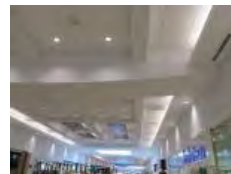
“Most high-rises being built today are luxury,” says Robert Hidey, President, Robert Hidey Architects, Irvine, Calif., which has worked with most of the big multifamily builders in California. Gilbane’s Cava calls the luxury segment “definitely one of our focal points.” To attract these customers, he says, high-end properties must offer such amenities as infinity pools and upgraded design features in common areas, such as \$25-30/sf flooring.

Bruce Percelay, Chair of The Mount Vernon Company, a Boston-based developer and property manager, acknowledges that “there’s a ton” of luxury apartments being built, but he would like to see more rental that’s directed at the middle class. “Right now, we’re in a crisis because construction and land prices [militate against] building for the middle class,” he says.

If land, labor, and material costs won’t cooperate, some are trying to tackle affordability from other angles, such as controlling operating costs.

Hoffmann Architects appoints Juan Kuriyama and Rachel Palisin as New York team leaders
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AvalonBay's 273-unit, 16-floor high-rise, AVA at 55 Ninth in San Francisco, includes enclosed workstations in common areas for residents who require a bit of solitude for their labors. Business centers are now everywhere in modern apartment buildings, which also feature reliable WiFi as part of their live/work offering. Photo: courtesy AvalonBay Communities

That's what one of Page's clients, the real estate investment and management company Presidium Group, asked for on its first ground-up project in Austin. On Presidium's behalf, Page brought in San Francisco-based Atelier Ten to do energy modeling for a planned 300-unit apartment building. Based on that analysis, Page designed a number of energy-savings systems into the final project: a variable refrigerant flow HVAC system, a central solar hot water system, LED lighting, rainwater collection, and turbines powered by wind and natural gas.

In markets where rental affordability is particularly acute, developers are simply building smaller units. Wermers says that, five years ago, his company's apartments averaged about 1,000 sf; today, they're 8-10% smaller. One way Page is making smaller

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apartments more attractive and efficient, says Peter Hoffman, its Senior Design Architect, is by creating multifunctional spaces within the apartment unit.

The ne plus ultra of downsizing is the “micro” apartment.

In Houston, Ziegler Cooper has designed micros as small as 250-350 sf that are renting for \$910 per month, versus \$1,200 to \$1,400 for a 565- to 600-sf junior one-bedroom. Ziegler thinks the micro concept works because Millennials don’t spend a lot of time in their apartments. “It’s the equivalent of a pied à terre,” he says.

Location is the leading factor influencing people’s decision to move into small units, according to a new Urban Land Institute report, “The Macro View of Micro Units”

(www.BDCnetwork.com/ULImicrounits (<http://www.BDCnetwork.com/ULImicrounits>)), based on an analysis of 400 apartment communities in 35 metros and responses from 3,500 renters. The study found that access to a grocery store ranks as the top priority among people who said they were considering a switch to micro units.

“The trend toward smaller units is an attempt to address the affordability issue,” adds Sandy Silverman, AIA, Principal, Practice Leader for Mixed Use and Multifamily Residential with Perkins Eastman. In Washington, D.C., the firm has designed a mixed-use building as part of the massive project called The Wharf, along the District’s Southwest waterfront. Micros will comprise 171 of the 500 apartments in the building.

But not everyone is sold on micros. Percelay of Mount Vernon says he has trouble figuring out where the actual savings accrue for the Building Team. Marcus & Millichap’s Seebee says he’s “a little surprised” at how receptive certain markets have been to micros—they’ve been given the go-ahead in New York City, San Francisco, and Boston—but doubts they’ll catch on nationally because “some communities are concerned about who will be living in these apartments 20 years from now” and whether micros will continue to command the rents they’re getting today.

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TREND #3: BATTLING IT OUT IN THE AMENITIES ARMS RACE

As apartments are shrinking, common areas are expanding and are being designed to meet the needs of tenants who want to gather socially or do work there. “Residents, in particular Millennials, use these spaces for socializing with other residents and guests, or as ad hoc living space,” says Silverman

Common areas are being equipped with the technology needed to facilitate these live-work interactions. USB ports, dependable WiFi, iCafes, and other Web-access features are now common practice. To withstand greater usage, common areas are being decked out with more durable furniture and carpeting.

THE LATEST AMENITIES

Bike storage and repair

Car-sharing service

Child-care service

Concierge

Cooking classes

**Dry cleaning/laundry
service**

Free WiFi

iCafe

**Package delivery
management**

Personal shopper

Pet grooming

Rock-climbing wall

Rooftop terrace

Spa/massage center

Tech/business center

Wine cellar

**Yoga/Aerobics/Wellness
classes**

Common spaces—especially in luxury buildings—are starting to resemble hotels and resorts in their look and feel, and in the services they provide. An apartment building that Balfour Beatty built in Charlotte, N.C., offers tenants cooking classes conducted by chef educators from Johnson and Wales University, which is conveniently located across the street.

Concierges who cater to tenants' every whim are on call at some multifamily communities. The quality of a property's amenities plays a huge role in the clientele it attracts and the rents it can fetch. "The common complaint about amenities is that they're like your grandmother's living room: they're nice to look at, but nobody ever uses them," quips Picerne's Massie. "We prefer to install amenities that people actually use."

But tenant demand for more and better amenities has launched an arms race among property owners. Dry cleaning services, lofts with office space, and private elevators are only some of the more esoteric amenities finding their way into multifamily dwellings.

Rooftop decks and terraces are now must-haves for mid- and high-rise buildings, says Wermers. The trappings of these terraces include comfy seating, sonic sound systems, big-screen TVs, kitchens with barbecue grilles and pizza ovens, and even cabanas.

One amenity that's undergone significant transformation in recent years is the fitness center. No longer just a place to exercise, the fitness center has become the place where tenants gather and socialize. Classes for yoga, aerobics, cardio and strength training, and wellness in general are very much in vogue. While some apartment building owners have chosen to sidestep the issue by simply offering tenants passes or discounts to nearby gyms, others have gone nuclear with their on-site fitness centers. A Wermers Companies project has a 12,000-sf gym with a rock-climbing wall.

Multifamily housing is also in the throes of what Ziegler calls "a bike and dog revolution." With parking spaces at a premium, building owners are providing bicycle stations for parking, storage, and even parts and repairs. Avalon Princeton, in New Jersey, will have its own bike "spa," where bikes can be parked, stored, and repaired—a first for

AvalonBay. In Philadelphia, the 15-story Museum Towers II development incorporates a freestanding storage area for 90 bikes.



The quality and number of amenities that a multifamily building offers can often determine its rentability. Some newer amenities that these properties are finding they can't do without are bike rack stations and "pet spas," where residents can groom and exercise their furry friends. Photo: courtesy The Wermers Companies

Bike-friendly amenities present new spatial and security problems for architects and contractors: where do you put them, and how do you keep them safe? There can even be regulatory concerns. A recent zoning change in bike-centric Washington, D.C., now requires one bike space for every three new residential units built. "That's quite high compared to the national average," says Silverman.

Pet-friendly buildings are also becoming de rigueur. Pet owners can account for anywhere from 20 to 90% of a building's residents. At minimum, they expect their residential communities to offer animal grooming services and exclusive recreational areas for pets. Wermers Companies' recently renovated Clayton on the Park, an apartment building in St.

Louis, adding a pet salon. In San Diego, Alliance Residential has an agreement with a pet care shop called Hairy and Merry Pet Spa & Dog Wash, which offers a host of grooming, stay, and play services.

TREND #4: GIVING TENANTS MORE CONTROL OVER TECHNOLOGY

“The holy grail is to customize and personalize services,” says Brad Cribbins, COO for Phoenix-based Alliance Residential, one of the country’s largest property management companies. He estimates that Alliance tenants pay \$850 to \$900 a year in amenities fees, but he’d love to see that figure go up to \$1,200, \$1,500, even \$2,000. He concedes that this would not be easy, since most tenants view amenities as entitlements.

Cribbins was a panelist at the National Multifamily Housing Council’s OpTech Conference & Exposition in November. Other discussions at that event reflected an ongoing debate about the efficacy of technology as an amenity and a tool to help tenants and property managers lower their respective operational costs.

Because technology can change so rapidly, Building Teams and building owners are struggling with how to deal with the next wave of innovations. For example, while a growing number of tenants might want Internet TV access, few property owners are ready to cut their buildings’ cords from cable or satellite delivery.

The industry is slowly moving toward giving tenants greater command over their environments—from entry doors to HVAC systems. The giant builder/developer Forest City has installed cloud-connected devices in apartment projects in Dallas and Washington, D.C. These devices allow tenants to monitor and regulate their lighting, heating, and cooling, says Mike Smith, Forest City’s VP of Technology Service.



Property managers are handling the avalanche of packages they're being asked to accept by turning to lockers that send out emails to tenants when their parcels are delivered. Photo: courtesy Parcel Pending

One area where building owners and their Building Teams are definitely receptive is technology that enhances a building's sustainability, especially when it comes to attracting green-conscious Millennials. "Sustainability is becoming an industry standard," says Colin Schless, LEED AP BD+C, CPHC, Senior Project Director for Thornton Tomasetti. One of the engineering firm's recent projects is an affordable 50-unit apartment building in Portland, Maine, that is being built to Passive House standards, with a very basic HVAC system and 12-inch-thick walls.

Technology might also provide an answer to a problem that is vexing many property managers: how to handle the avalanche of packages cascading into their buildings. Camden Property Trust, which owns and operates 171 buildings with 60,314 units, handled about 750,000 packages in 2014, 50% more than in 2013, says Kristy Simonette, Camden's SVP of Strategic Services. Most apartment buildings don't have the storage space or manpower to handle this load.

Owners and property managers are investigating options that include installing on-premises package lockers. Amazon.com offers such a service, but only for Amazon deliveries.

Last June, Parcel Pending, an Irvine, Calif.-based startup, installed its first smart lockers in a test with Shea Properties. When a package is delivered, it is placed in a locker; the tenant is sent a text message and email with a unique six-digit access code to open the locker. Lori Torres, Parcel Pending's CEO, says her lockers are "courier agnostic." She calculates that a 300-unit apartment building would need about 50 lockers. The property manager would decide how long to hold a package, and how much, if anything, the tenant would be charged for the service.

TREND #5: HAVING TENANTS SIGN A GREEN LEASE

In October, the last of three new buildings opened in the eight-building Green District in Boston's Allston neighborhood. The district's 500 apartments, ranging from 600 to 1,150 sf, have been leasing from \$1,800 to \$3,200 a month, or 30-50% below other developments in the surrounding area, placing them among Boston's most affordable living options.

They're also among the most energy-efficient apartment complexes in the area. Two of the new wood-framed buildings are certified LEED for Homes Platinum, one Gold. The Edge, one of the LEED Platinums, is a four-story building with 79 loft-style apartments. It has a white-painted, highly reflective roof with solar panels, floor-to-ceiling windows, electric-car charging stations, on-premise Zipcars, and bike storage. Its envelope was designed with a thermal barrier, high-performance glazing, soy-based insulation, and an energy-efficient mechanical system with high-performance monitoring and controls.



Tenants living in one of the eight buildings in The Green District, in Allston, Mass., are required to sign “green” leases, in which they agree to sustainable practices such as composting and using nearby public transportation. The developer, The Mount Vernon Company, attributes the accelerated leasing these buildings have enjoyed to sustainable marketing. Photo: Warren Jagger

None of that would mean much if residents weren't equally committed to sustainable living. “If you have a high-performance building but a low-performance

tenant, what's the point?" asks David Chilinski, AIA, Co-founder and President of Prellwitz Chilinski Associates, the project architect.

So tenants are required to sign a "green lease," which the city of Boston created in order for this project to get its green-district designation. By signing that lease, tenants agree to follow sustainable lifestyle routines, such as recycling, composting, and using nearby public transportation.

Bruce Perceley, Chair of The Mount Vernon Company, the project's developer, says the buildings' common areas include in-wall hydration stations that dispense purified water. Each tenant is issued a water bottle to use at those stations to reduce the need to dispose of plastic bottles.

This is one of the few multifamily residential buildings in the Boston market that meters each apartment's water intake. Perceley claims that has helped reduce water consumption by 40%. Each unit also has its own HVAC system, which gives tenants more control over their energy use.

Chilinski says his firm was "very particular" about the building materials it chose. Plastic flooring made from recycled materials "will last forever," he says. The zinc cladding materials were also specified for their longevity.

Every new unit was preleased before it was completed, says Perceley. He's convinced that building green makes "a big difference" in attracting tenants. "It also changes tenants' perception of the landlord" in a positive way, he says.

Perceley doesn't think "green" translates into premium rents so much as it accelerates the leasing process. But he doesn't have to pitch his clients on green anymore. "They're in the game," he says. "They aren't looking to me for leadership."

Mount Vernon has agreed to sell the three new buildings to National Development for \$150 million, but will continue to manage the properties.

WATCH OUT FOR SPEED BUMPS IN MULTIFAMILY DEMAND

Preferences for multifamily living remain strong, but will they last? While Lend Lease's Jeff Arfsten, COO and Managing Director of Project Management and

Construction-Americas, anticipates an eventual swing back to homeownership—assuming rents keep escalating and banks and the federal government ease restrictions on mortgage lending—that shift could take a while, if current trends are any indication.

The National Association of Realtors estimates that first-time buyers accounted for only 33% of total homebuyers in 2014, a 27-year low. It's probably no coincidence that the increase in single-person households has corresponded with the ongoing reduction in homeownership as a percentage of total households, which fell to 64.3% in the third quarter of 2014, according to the Commerce Department. Meanwhile, the rental apartment vacancy rate that quarter stood at 7.4%, the lowest it's been since Q1/1995.

While multifamily construction has been increasing at a much faster clip than single-family construction, the New York Times, quoting Census Bureau and Haver Analytics estimates, reported recently that multifamily starts in 2014 were only about equal to where they were in 2004.

Still, there is concern in some quarters that multifamily demand might be approaching its apex. NAHB forecasts that multifamily starts will increase by only 3.8% in 2015 and 2% in 2016. Last September, Yahoo Finance and Multifamily Quarterly openly speculated about whether multifamily construction might be overheating. (Both concluded that it was not, at least not yet.)

Then there's the matter of rising costs. "We think it's going to be tough [to build] in primary markets because land is tapped out," says The Picerne Group's Massie, which is already looking at secondary markets for growth.

Nevertheless, industry sources continue to point to economic, demographic, and cultural factors that they believe will energize multifamily demand for several years. Marcus and Millichap's Seebee notes that total housing starts still lag total household formations by about 200,000 annually.

Axiometrics predicts that most metros should be able to handle more multifamily deliveries. And everyone is keeping an eye on interest rates and employment to see which might tip the rent-versus-own balance.

Lend Lease's Arfsten points to Chicago—which, along with Miami, was Ground Zero for the condo collapse during the last recession—as a paradigm of the multifamily sector's revival. Chicago created nearly 80,000 new jobs and delivered 4,500 rental apartments last year. An \$80 million project called 4 East Elm, with 35 residences, is the first high-rise condo building to be marketed on Chicago's North Side since 2007, according to the Chicago Tribune. Several other condo projects in the city's West Loop tech hub and South Loop also moved into their marketing phases last fall.

"We're fortunate that multifamily is a key market sector for us, and that it's come back in a strong way," says Arfsten.

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A condominium is a type of hybrid ownership in real property under which an individual owns a particular unit in a multi-unit development where all unit owners share an undivided interest as tenants in common in the common areas such as hallways, lobbies and community facilities. The benefits of condominium ownership include desirable amenities, reduced maintenance responsibilities and a strong sense of community. Because of the recent credit and economic crisis, it can be challenging to secure financing for a condominium unit. Borrowers can work with qualified lenders to determine the best mortgage available.

Conventions and regulations for condominium ownership vary by state and by market. Seek legal counsel to address any concerns or questions.

SEE: [5 Steps To Scoring A Mortgage](#)

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Getting a mortgage on a condominium unit has its challenges. Strict standards make it difficult to qualify for a condominium loan, and loan costs may be higher on a condo than for other types of real estate. Typically, for example, loan interest rates are higher for condominiums than for single-family homes. Loan requirements vary by type – such as [Federal Housing Administration \(FHA\)](#) or conventional – and by individual lender. **Tighter Standards**

Economic and credit crises of the late 2000s have led to tighter restrictions on all mortgage lending. Condominiums in particular are viewed as risky by the lending industry because some of their biggest losses came from defaults on condominium loans. In fact, some lenders make a point of rejecting condo loans altogether.

Borrower Qualifications

As with any mortgage, a condominium buyer must first qualify for the loan. In addition to having excellent credit and a steady source of income, certain borrowers may be required to make up to a 25% down payment, depending on the type of the loan. Lenders typically have tougher [loan-to-value ratios \(LTV\)](#) for condo loans. LTV is how much a property is worth compared with how much money is owed on it. If a buyer makes a 20% down payment on the condo, for example, the LTV would be 80%.

Condo Association Qualifications

What makes condo loans so challenging is that, unlike other mortgages, the condo association also has to qualify in order for the mortgage to be approved. The borrower has little to no control over this aspect of the lending process. Lenders follow new guidelines from the Federal Housing Administration (FHA), Fannie Mae and Freddie Mac. Fannie Mae requirements stipulate that:

- More than 50% of the condominium units must be owner-occupied.
- No single investor can own more than 10% of the units.
- No more than 15% of owners can be delinquent on monthly dues.
- All planned amenities must be finished if the development is more than one year old.

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- Borrowers who make a down payment that is less than 25% will pay either an extra 0.75% of the loan amount at the closing or an interest rate that is approximately 0.25% higher.

All lenders, whether for FHA, Fannie Mae, Freddie Mac or conventional loans, will likely turn down loans if the condominium association shows questionable financial health. In particular, lenders will look for associations that have:

- Adequate and appropriate insurance
- Adequate budget reserves
- No pending litigation that could result in costly legal fees and lawsuits
- No anticipated special assessments

Non-warrantable Condominiums

Condominiums that are not approved for FHA or Fannie Mae financing are referred to as "non-warrantable" and leave few options for borrowers. Buyers can either pay cash or try to secure a loan through a local bank. In this situation, borrowers should expect very high down payments of potentially 50% or more and significantly higher-than-average interest rates.

Since it is in the best interest of all unit owners that interested buyers can obtain financing, condo owners can ask the development's management company if their development is FHA or Fannie Mae approved. If the development is not approved, owners can contact a local lender to initiate the process for obtaining approval.

Starting the Process

If a buyer already has an approved property in mind, the loan process may take as little as 45 days.

As with other mortgage types, securing a condominium mortgage begins by working with a lender. The lender will determine the amount of loan that the borrower can afford (or the amount that he or she is prequalified for) using calculations based on the borrower's income and debt amounts.

The lender must also qualify or reject the condominium association. Local lenders often know which associations are approved by FHA or Fannie Mae. Buyers can ask the lender which local associations are approved for FHA loans, which typically demand the lower down payment. If not, the buyer can ask the lender which associations meet the Fannie Mae or Freddie Mac guidelines. The development management should be able to provide a condo questionnaire that provides information regarding condominium fee delinquencies, insurance and other factors that may affect loan eligibility.

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How to buy a condo

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Apr 11, 2016 [Gina Pogol](#) HSH.com

If you want to buy a condominium unit, and you're not paying cash, this article is for you.

If you finance your condominium with a Fannie Mae, Freddie Mac, VA or FHA home loan (between them they have 94 percent of the mortgage market), your condominium project must meet the guidelines of the corporation or government agency that backs your loan. Here is what you need to know to buy a condominium.

The biggest obstacle for condo buyers is the shortage of approved developments. According to industry estimates, only about 20 percent of formerly-FHA-approved projects are still approved for FHA financing. Before the mortgage crisis, if a condominium community was not approved for FHA financing, buyers could submit their unit for "spot" approval, meaning the entire development did not have to be approved. That's not the case today.

Buying a condo with Fannie Mae or Freddie Mac

While Fannie Mae has streamlined the process by which condo developments can obtain approval, the reality is that very few projects are approved. To see if a condo you've got your eye on is eligible for Fannie Mae or Freddie Mac financing, you can find a [list online](#). Don't be surprised, however, if your state has just a handful (or even zero) of condos listed.

“
If you're financing a condominium purchase, plan on a longer processing time.
”

If you want to buy a unit that's not on the approved list, you may be able to request a "limited review." A limited review is conducted by the lender – it's just a questionnaire that's completed by the property manager or head of the homeowner's association. To be eligible for a limited review, you must put down at least 10 percent for a primary residence or 25 percent down for a second home.

Limited review criteria are:

- Commercial space can comprise no more than 25 percent of the square footage
- At least 10 percent of association dues must be allocated to reserves
- Fewer than 15 percent of units must be in arrears with their dues
- More than half of the units must be owner-occupied
- Insurance must meet GSE guidelines
- There can be no lawsuits over safety, structural soundness, habitability or functional use
- No single entity can own more than 10 percent of the units unless there are five to 20 units; in that case, a single entity can own two units
- Minimum square footage per unit is 400 square feet

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- Condominium rentals are not advertised with daily rentals or other hotel type amenities.

Projects ineligible for a limited review are subject to a "full review." The guidelines of a full review are stricter:

- 51 percent of units are owner occupied or second homes
 - single entity owns more than 10 percent
- Maximum commercial space is 20 percent
- ✓ No construction defect litigation. All other litigation will need to be reviewed.
- Budget—line item for reserve with at least 10 percent of assessments/income being collected
- No more than 15 percent of association dues delinquent more than 30 days
- Condominium rentals are not advertised with daily rentals or other hotel type amenities (minimum three-day rental period)
- ✓ Insurance coverage must be sufficient (hazard, flood, liability, fidelity and HO6 if required)
- Review of condo docs to address:
 - a. Compliance with laws
 - b. Limitations on ability to sell or first right of refusal
 - c. Amendments to docs
 - d. Rights of mortgagees and guarantors
 - e. First mortgagees rights
 - f. Unpaid dues
 - g. Minimum square footage of unit is 400 square feet

Limited and full project reviews have a duration of 180 days.

Project Eligibility Review Service (PERS)

PERS is a review process in which lenders submit new, newly converted, and established condo project information to Fannie Mae to determine their eligibility.

This is optional for many communities but required for these:

- New and newly-converted condos with attached units located in Florida
- Newly-converted rehabilitated attached units in condo or co-op projects with more than four residential units
- Units in condo, co-op, and PUD (planned unit development) projects consisting of manufactured homes, except for PUD projects that contain multi-width manufactured homes.

PERS approval is expensive – fees start at \$2,500 plus \$30 per unit. It's not surprising that there are so few approved communities. The process requires lenders to complete many burdensome steps. PERS approvals have a duration of 18 months.

FHA condominiums

FHA condominium approvals are more straightforward. You can [look up](#) a condo's approval status on HUD.gov. Projects that meet FHA standards can be submitted for approval directly to the FHA, or they can be approved by "Direct Endorsement" FHA lenders which have been granted the authority to make that determination. If a condo project is submitted for FHA approval, the process generally takes about 30 days.

HUD charges no fee to associations or individuals seeking approval for their condominium projects.

To learn more about FHA loans, read "[Advantages of FHA mortgages.](#)"

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