

COVER SHEET FOR RECORDING PURPOSES

VILLAGE OF TINLEY PARK

RESOLUTION NO. 2021-R-050

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
ANNEXATION AGREEMENT WITH SP HVH TINLEY PARK, LLC.
FOR PROPERTY LOCATED AT 19501-19701 HARLEM AVENUE
(TINLEY PARK BUSINESS CENTER/SCANNELL PROPERTIES)**

**Commonly Know As:
19501-19701 HARLEM AVENUE
PIN: 31-07-103-001-0000 &
31-01-300-001-0000**

Prepared By &

Return To: Laura Godette

**Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477**

THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

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MICHAEL W. GLOTZ, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
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200 W. Adams, Suite 2125 Chicago, IL 60606

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WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, did hold a public hearing to consider 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 statutory procedures provided in 65 ILCS 5/11-15.1-1 of the Illinois Municipal Code with regard to the making of annexation agreements have been fully complied with by the parties of this Annexation Agreement; 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.

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: 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 be entered into and executed by said Village of Tinley Park, with said Annexation Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1** subject to review and revision as to form by the Village Attorney.

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 on behalf of said Village of Tinley Park the aforesaid Annexation Agreement.

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

ADOPTED this 29th day of June, 2021, by the Corporate Authorities of the Village of

PASSED THIS 29th day of June, 2021.

AYES: Brady, Brennan, Galante, Mahoney, mueller, Sullivan

NAYS: None

ABSENT: None

APPROVED THIS 29th day of June, 2021.


VILLAGE PRESIDENT

ATTEST:


VILLAGE CLERK

EXHIBIT 1

ANNEXATION AGREEMENT

SP HVH TINLEY PARK, LLC

7.22.21

ANNEXATION AGREEMENT
TINLEY PARK BUSINESS CENTER SUBDIVISION
(NORTHEAST CORNER VOLLMER ROAD & HARLEM AVENUE)

THIS ANNEXATION AGREEMENT (the "*Agreement*") is entered into this 29th day of June, 2021, by and among the VILLAGE OF TINLEY PARK, Cook County, Illinois, an Illinois home rule municipal corporation (the "*Village*"); and SP HVH Tinley Park, LLC, a Delaware limited liability company ("*SP HVH Tinley Park*"), the developer of approximately 110.94 acres of unsubdivided real estate located generally at the northeast corner of Harlem Avenue and Vollmer Road, in the Village of Tinley Park, Cook County, Illinois. SP HVH Tinley Park intends to develop the property (hereafter defined) as more specifically set forth in this Agreement. SP HVH Tinley Park shall hereafter be referred to as "Developer". The Village and Developer may sometimes be referred to individually as a "Party" and collectively as the "Parties".

W I T N E S S E T H:

WHEREAS, Developer intends to develop approximately 110.94 acres of property (the "Property") located in the Village of Tinley Park, Cook County, Illinois, and more particularly described on Exhibit A attached hereto and incorporated herein; and

WHEREAS, the Property was annexed to the Village on June 29, 2021 pursuant to the Plat of Annexation attached hereto and made part hereof as Exhibit B; and, pursuant to Ordinance No 2021-O-035, attached hereto and made part here of as Exhibit C, which also zoned the Property ORI (Office, Research and Limited Industrial); and

WHEREAS, a public hearing was held on June 3, 2021, before the Plan Commission of the Village of Tinley Park to consider approval of the Concept Planned Development proposing the development of the first phase of a multi-building, light-industrial facility and associated infrastructure for the Property, at which meeting the Plan Commission, by a 5-0 vote, recommended approval of the Developer's proposed plans; and

WHEREAS, a public hearing on this Agreement was held by the Corporate Authorities of the Village of Tinley Park on June 29, 2021; and

34 **WHEREAS**, to facilitate the development of the Property according to the Concept
 35 Planned Development, the Village and Developer desire to enter into this Agreement
 36 pursuant to the provisions of Division 15.1 of Article 11 of the Illinois Municipal Code in
 37 order to regulate the annexation, zoning and development of the Property upon the terms
 38 and conditions contained in this Agreement; and

39 **WHEREAS**, all notices, publications, procedures, public hearings and other
 40 matters attendant to the considerations, approval and execution of the Agreement have been
 41 given, made, and held and performed as required by 65 ILCS 5/7-1-8 and Division 15.1 of
 42 Article 11 of the Illinois Municipal Code and all applicable Ordinances, regulations and
 43 procedures of the Village; and

44 **WHEREAS**, the Property is not located within any Library District or Fire
 45 Protection District. The annexation of the subject property will extend boundaries to the
 46 far side of adjacent right-of-ways which are owned and maintained by the Village of Tinley
 47 Park. The annexation does not include any highways under jurisdiction of a Township
 48 Highway Commissioner.

49 **WHEREAS**, the President and the Village Trustees have by a vote of not less than
 50 two-thirds (2/3) of the Corporate Authorities currently holding office, approved the terms
 51 and provisions of this Agreement and have directed the President to execute and the Village
 52 Clerk to attest this Agreement on behalf of the Village;

53 **NOW, THEREFORE**, in consideration of the premises and mutual covenants
 54 contained herein, the Village, Developer agree as follows:

55
 56 **ARTICLE ONE**
 57 **INTRODUCTION**
 58

59 A. **Recitals.** The foregoing recitals and representations are material to this Agreement
 60 are hereby incorporated into and made a part of this Agreement as though fully set
 61 forth in this Article One.

62
 63 B. **Mutual Assistance.** The Parties hereto agree to do all things necessary and
 64 appropriate to carry out the terms and conditions of this Agreement and to aid and
 65 assist each other in furthering the intent of the Parties as reflected by the terms of

this agreement, including without limitation, the holding of public hearings, enactment by the Village of such resolutions and ordinances as are required herein, the execution of permits, applications and agreements and the taking of such other actions as may be necessary to enable the Parties to comply with the terms and provisions of this Agreement.

ARTICLE TWO **ANNEXATION AND ZONING**

- A. Existing and Proposed Zoning. The Property is zoned R-4 Single Family Residence District in Cook County. Upon annexation, the Property shall be zoned ORI (Office, Research and Limited Industrial).
- B. Concept Planned Development. Concurrent with the Village's adoption of a resolution authorizing the execution of this Agreement, the Village shall approve an ordinance to approve a special use for a preliminary/final planned unit development and a preliminary/final plat of subdivision for the Property (the "Zoning Ordinance"). The Zoning Ordinance, as depicted in **Exhibit D**; shall provide all required approvals for the development of overall site infrastructure, detention, grading, stormwater, floodplain management and utilities to serve ultimate development of the Property and shall specifically include the approval of lot-specific landscape plans, final engineering plans and building elevations for Lot 1 as depicted on the Preliminary Engineering Plans in **Exhibit E**. Prior to issuance of a building permit for Lot 2 & 3, as depicted on the Preliminary Plat of Subdivision in **Exhibit F**, Developer shall obtain approval of lot-specific landscape plans, final engineering plans and building elevations for Lot 2 & 3, which plans will be approved in substantial conformance with the approved Concept Planned Development. The Concept Planned Development's future phases beyond Phase I are speculative in nature and may be subject to changes depending on future tenant needs. All phases are subject to the rules and regulations outlined in Section VII (Planned Unit Developments) of the Zoning Ordinance. Developer has presented the Village with plans to build multiple buildings in future phases, with the finalization of the layout of roads and other items depending on the end build, all

subject to Village's site plan review. The Zoning Ordinance shall specifically provide that it becomes effective upon acquisition of the Property by SP HVH Tinley Park.

C. Developer has paid all PUD, plat, annexation and rezoning fees as required by Village Ordinance. Engineering fees and surety shall be provided as otherwise set forth in this Agreement. At such time as Developer proposes development of Lot 2 & 3, Developer shall pay such fees as may be required by ordinance associated with the review and approval of development plans for Lot 2 & 3. The Village has agreed to waive building permit fees.

ARTICLE THREE

BUILDING CODE-PERMITS

The development of the Property shall be subject to the local codes and ordinances for the construction of the buildings on the Property as they exist on the date of this Agreement. Except as otherwise provided herein, amendments to codes and ordinances generally applicable throughout the Village shall be applicable to the construction of the buildings and other improvements on the property beginning one hundred and eighty (180) days after receipt by the Developer of notice of such amendments from the Village. The Village agrees to expeditiously review and act on all applications for building permits and other approvals required on the Property. The Village agrees to assist Developer with securing any approvals required from any other governmental agencies that may have jurisdiction over development and construction on the Property or as otherwise required under this Agreement.

Further Required Approvals for Real Estate Tax Incentives. The Village will use its best efforts to facilitate a Class 8 or a 6b property tax designation by considering for approval a certified resolution supporting and consenting to the Developer's application for a Class 8 or a 6b designation pursuant to the Cook County Real Property Assessment Classification Ordinance for the Property.

ARTICLE FOUR

SUBDIVISION CODE RELATED ORDINANCE

Developer agrees to construct all building and related improvements on the Property in accordance with the Subdivision and Development Regulations Ordinance NO. 2007-O-041 of the Village of Tinley Park, except as otherwise set forth herein or in the Zoning Ordinance. Developer agrees to pay all Village fees pursuant to the Subdivision Code and any other Ordinances of the Village, except as otherwise set forth herein. Issuance of an occupancy permit for a subdivided lot on the Property, either temporary or final, shall serve as evidence that all fees required under this Agreement have been paid and any subsequent owner of a subdivided lot for which an occupancy permit has been issued shall take ownership free and clear of said fee payment obligations with respect to said subdivided lots.

A. Water System & Sewerage System. Developer shall have the right to connect to and use the Village's systems and mains upon payment of the water and sewer system tap-on/connection fees specified herein or as amended by Village Ordinance, provided the fee is uniformly applied throughout the Village.

B. Developer shall not file any cause of action or contribute to filing a cause of action objecting to the fees required by the Subdivision Code and/or any other ordinances required by the Village, including but not limited to connection fees and building permit fees, so long as they are deemed not to violate public policy and are being charged on a uniform basis for similar uses of property at the time the fees become due and owing.

ARTICLE FIVE

REQUIRED IMPROVEMENTS

A. Subdivision Improvements. Developer shall be responsible for constructing all roadway improvements within the Property in accordance with the approved final engineering plans for the Property for the respective phase, which improvements

160 include but are not limited to roads, sidewalks, street lights, curbs, and gutters
 161 within the property limits in accordance with the Village's Subdivision Code and
 162 Zoning Ordinance, except as provided for herein (the "Subdivision
 163 Improvements").

164 B. Harlem Avenue Improvements. Developer agrees to construct an eight (8) foot
 165 wide multi-use path on the east side of Harlem Avenue as depicted on the approved
 166 preliminary engineering plans (the "Harlem Avenue Improvements"). The multi-
 167 use path shall extend up to the existing floodplain which runs along the north
 168 property line, at which point it can be picked up and extended across the Flossmoor
 169 Ditch, which is located just north of the north property line. After the completion
 170 of construction of the multi-use path, inspection, approval and acceptance thereof
 171 by the Village, the Developer shall dedicate the multi-use path to the Village, per
 172 the plat rather than separate instrument, and the Village will accept complete
 173 ownership of said path. Upon acceptance, the Village shall be responsible for all
 174 future maintenance of the multi-use path.

175 C. Vollmer Road Improvements. If Village finds it feasible Developer shall extend a
 176 5' wide sidewalk along the north right of way line of Vollmer Road from the
 177 Harlem Avenue right of way to the east property line of this Development. After
 178 the completion of construction of the sidewalk, inspection, approval and acceptance
 179 thereof by the Village, the Developer shall dedicate it to the Village per the plat
 180 rather than separate instrument, and the Village will accept complete ownership of
 181 the sidewalk. Upon acceptance, the Village shall be responsible for all future
 182 maintenance of said sidewalk.

183 D. Utility Improvements. Developer shall extend the Village's water main from the
 184 existing location on the north end of the Property's boundary south to the
 185 intersection of Vollmer Road and Harlem Avenue and extend easterly to connect
 186 to the Odyssey Subdivision, all as depicted on the approved preliminary
 187 engineering plans. Developer shall extend the Village's existing sanitary sewer
 188 through the Property as necessary to adequately serve each of the proposed
 189 buildings within this Development, and as depicted on the approved preliminary
 190 engineering plans (collectively the "Utility Improvements"). Such watermain

extension will be completed during Phase 1 as depicted in **Exhibit G** of the project and completed prior to issuance of a building permit for Building 1. Nothing contained in this Annexation Agreement shall require the Developer to bear the cost of the oversizing of any improvement set forth herein for the purpose of serving property other than the Subject Property, or their construction at depths greater than those required to serve the Subject Property.

E. Public Improvements. The Subdivision Improvements, the Harlem Avenue Improvements, the Vollmer Road Improvements and the Utility Improvements (hereinafter collectively the "Public Improvements") are a condition of the Village's approval of the development of the Property as set forth herein, but are not currently within the jurisdiction of the Village nor subject to the requirements for Public Improvements, except as specifically set forth in the Agreement.

F. Public Safety Communication Tower/Site. Developer agrees to convey a Lot 4 as depicted on the Preliminary Plat of Subdivision depicted in **Exhibit F**, for the construction of a new Village communications tower. Lot 4 shall have an ingress/egress and utility easement, as well as a driveway, brought to Lot 4 from public right of way, with the location of such easements dependent on eventual build out plans. In the event Phase 2 of the project does not commence before the Village commences construction of the communications tower on Lot 4, the Developer will be required to provide a gravel stone access driveway to the tower lot extending from the new driveway at Benton and Harlem to the communication tower. The tower shall be constructed by the Village and all costs relating to its construction and maintenance shall be the sole responsibility of the Village. Further, any construction of the tower shall not interfere with the construction and eventual use of the Property. Further, in the event Phase 2 is thereafter developed, such access driveway may be relocated (at Developer's cost and expense) in manner that provides open and continuous access to Lot 4 from a public right of way.

G. Inspection, Conveyance and Ownership of On-Site and Off-Site Public Improvements.

i. Inspection. The Village Engineer shall review and approve the Proposed Watermain Improvement Plans, as well as inspect and oversee any and all construction of the proposed improvements. All testing shall be coordinated and scheduled so a Village representative is present. Utility testing and necessary repairs to meet Village Standards shall be completed for the Public Improvements within thirty (30) days of written notice from Developer that the Public Improvements have been completed (which notice shall set forth with specificity the Public Improvements that have been completed and the Public Improvements that remain to be completed). The Village Engineer shall indicate approval or disapproval of the Public Improvements by written notice to Developer (the "Inspection Notice") given within twenty (20) days following such inspection. If such Public Improvements are not approved, the reasons therefore shall be set forth in the Inspection Notice. Upon Developer's correction of the items set forth in the Inspection Notice, the Village Engineer, upon request shall reinspect the Public Improvements and either approve or disapprove said Public Improvements pursuant to an Inspection Notice. The Village Engineer shall either approve or disapprove said Public Improvements within twenty (20) days of receipt of the notice requesting re-inspection. The Village, at its expense, shall retain the services of such consultants and/or hire such employees as may be necessary to ensure that the Village is able to fulfill its obligations under this Section G. The foregoing, however, does not negate the obligation of Developer to pay all fees otherwise payable for inspection services under applicable Village ordinances.

ii. Conveyance of Public Improvements. All completed Public Improvements, following inspection and approval by the Village Engineer in accordance with sub-section (i) above, and following the delivery of "as-built" drawings (including electronic files) to the Village Engineer, shall be conveyed by bill of sale to be accepted by the Village within sixty (60) days of receipt of written request for acceptance submitted to the Village by Developer. The

252 Village's acceptance of any conveyance of a Public Improvement shall not be
 253 unreasonably withheld or delayed.

254 iii. Maintenance and Repair. The Village, at the Village's sole cost and expense,
 255 shall be responsible for maintenance, repair, restoration and reconstruction of
 256 all Public Improvements after the conveyance to the Village and the Village's
 257 acceptance thereof, subject only to reimbursement of expenses for
 258 maintenance, repair or replacement costs during the term of Warranty Period
 259 as set forth in Section H, below.

260 H. Security. Prior to issuance of a development permit, the Developer, or a general
 261 contractor on behalf of Developer, shall post surety (performance bond, letter of
 262 credit or cash deposit) in the form reasonably acceptable to the Village in the
 263 amount of 110% of the engineer's estimate of the cost of the Public Improvements.
 264 Said surety shall be maintained with the Village until such time as the Public
 265 Improvements, or any portion thereof, have been inspected and approved by the
 266 Village pursuant to the terms set forth in Section G(i) above. Upon approval of the
 267 Public Improvements, or any portion of the Public Improvements, the Developer
 268 shall be permitted to replace the outstanding surety or otherwise to reduce the value
 269 of the outstanding surety by reducing the value of the surety in an amount equal to
 270 the value of the approved Public Improvements. Prior to either replacement or
 271 reduction of the outstanding surety, the Developer shall deposit with the Village a
 272 separate surety (bond, letter of credit or cash deposit) in the amount of ten percent
 273 (10%) of the value of the approved Public Improvements to guarantee the
 274 maintenance, repair or replacement of said approved Public Improvements for a
 275 period of six (6) months following the approval of the Public Improvements
 276 pursuant to Section G(i) above ("Warranty Period").

277 I. Required Easements and Dedications. Developer agrees to dedicate certain
 278 easements, at certain points of the project, as described in Exhibit H, into a final
 279 Plat of Easement.

280
 281
 282

ARTICLE SIX
STORM WATER AND WETLANDS

- A. Stormwater Flood Plains and Wetlands/Management Facilities. Developer shall provide at its sole cost and expense all necessary storm sewers, drainage swale systems, detention systems and compensatory storage to service the Property in compliance with all applicable ordinances and MWRD requirements in effect at the time final engineering for the respective phase is approved for the Property. All floodplain compensatory storage areas shall be installed within the initial phase of development. Stormwater management facilities necessary to accommodate the development of Building 1 shall be installed in Phase 1. Any stormwater basin(s) required for future buildings shall be built when necessary for the future development of Lot 2 & 3.
- B. Stormwater Management. The Developer shall be solely responsible for construction of the stormwater management facilities, including all storm sewer and stormwater basins, in accordance with the approved final engineering plans and the final landscape plans. The Developer of the Association shall maintain ownership of the stormwater basins and shall have the obligation to maintain the stormwater basins as depicted on the final engineering plans and final landscape plans and shall be responsible for all related costs.
- C. Stormwater Pond. Developer shall provide a bond in an amount reasonably determined by the Village, but not more than the value of the plantings being secured, to ensure that the required plantings in the Stormwater management facility is established. The Village shall perform annual inspections of the plantings beginning in the second growing season. If the Village reasonably determines that the overall condition of the plantings is good, then the establishment bond shall be:
- i) released if there are no deficiencies identified by the Village at the conclusion of the third growing season; or
 - ii) reduced to an amount sufficient to cover any deficiencies identified by the Village.
- Developer shall agree to correct any deficiencies noted during the inspections. The established bond will be released after all deficiencies have been corrected. Prior to the Village releasing the bond;

the Developer shall submit a five-year maintenance plan that will be followed by the Association in maintaining the stormwater basin. In the event Association or its successors in interest fail to maintain the plantings, after notice from the Village and continued default by Developer or its successors, the Village may cause any deficiencies to be corrected and be reimbursed for its costs of correction.

- D. Wetlands. The Flossmoor Ditch and its tributaries are under the jurisdiction of the U.S. Army Corp of Engineers. Other isolated wetlands on the site are under the jurisdiction of MWRD.

ARTICLE SEVEN

MASS GRADING

- A. Mass Grading and General Land Development Activities. Upon submittal and approval of the Mass Grading Plan improvement and erosion control plans and at the sole discretion of the Village, Developer may, at its own risk, perform general land development activities on the Property prior to final subdivision approval of the Village, which activities may include grading and mass excavation (including demolition of structures, excavation, preliminary grading work, filling and soil stockpiling) which may commence prior to any approval of any plat or plan. The Village will issue conditional site development permits for site grading before a final plat of Final Development Plan for each respective phase that is approved provided, however, that an improvement bond, in an amount equal to the cost of construction and erosion approved by the Village Engineer is submitted, under the following conditions, which permits shall automatically be revoked if said conditions are not satisfied by Developer. Installation of silt fence, construction entrance and gravel base streets for emergency vehicles to have access to all construction sites shall be completed before the issuance of building permits. However, pavement shall be completed with a binder course over the proof rolled aggregate base and prior to the issuance of any occupancy permits. If performed before the issuance of permits for the construction of foundations, the general land development work shall be at Developers' own risk and Developer agrees to

indemnify and hold the Village harmless from any claims or demands of any type for damages arising therefrom.

(i) The Village shall review and approve the preliminary grading plan, including detention, erosion and sedimentation control measures, for each phase. Village agrees that it shall conduct such review with reasonable promptness and without undue delay. In the event the Village's review identifies areas to be corrected, Developer will do so and the Village will promptly review the corrections made by Developer.

(ii) All activity undertaken hereunder shall be conducted without injuring or negatively affecting any adjacent properties.

(iii) Stockpiling, pulverization and sale of topsoil shall be permitted and shall be located in areas and maintained as designed in the engineering plans or as may be designated during the course of construction. All topsoil stockpiles shall be located so as not to interfere with the installation or ongoing function of utilities and drainage. A stockpile that is not being actively utilized, for development or other purposes, shall be stabilized with grass seed or in such similar manner as the Village may reasonably approve, to avoid creating a nuisance condition. The Village may require Developer to remove any remaining topsoil stockpiles from the Property five (5) years following the Village's acceptance of the Public Improvements.

(iv) Final engineering plans, which shall consist of a Final Engineering Plan and a Stormwater Management Report, shall be submitted to the Village for review before mass grading activities may commence. If Developer has made no changes from the preliminary plans initially submitted, then the preliminary plans will be deemed the Final plans and therefore will not require an alternate submittal. Village agrees that it shall conduct such review with reasonable promptness and without undue delay. Developer agrees to pay all associated engineering review fees. In the event the Village's review identifies areas to be corrected, Developer will undertake such corrections and the Village will promptly review the corrections made by Developer.

(v) Upon approval of final engineering plans and all necessary EPA, State and County permits, Developer may apply for a mass grading permit, approval of which the Village shall not unreasonably withhold.

(vi) Mass grading shall not violate any conditions or requirements of any other applicable jurisdiction, including but not limited to the USACE, FEMA, IDNR, IDOT, CCDOTH, MWRD, or IEPA. The developer shall provide current status of all permitting at such time the mass grading is requested to commence as well as the limits of proposed work demonstrating adherence with permit requirements from outside agencies.

ARTICLE EIGHT

BUILDING PERMITS AND OCCUPANCY CERTIFICATES

- A. Building Permits. The Village shall issue building permits upon substantial Completion of the installation of gravel base access to the Property for emergency vehicles to have access to each Lot for which Developer has applied for a building permit. Provided that the application and information submitted by Developer is complete and conforms to the terms of this Agreement and other applicable Village ordinances, codes or regulations, the Village agrees to issue all building permits for construction.
- B. Building Permit Fees- Village agrees to waive up to one million dollars (\$1,000,000.00) in building permit and tap on fees for the Developer's cost of extending watermain along Vollmer Avenue to connect to the Odyssey Subdivision. As part of the aforementioned fee waiver, the Village will contribute up to fifty-seven thousand, one hundred thirty-six dollars (\$57,136.00) towards engineering services for oversight of the water main installation. Third party review fees will not be waived as part of this section.
- C. Occupancy Certificates. Occupancy certificates shall be issued by the Village upon Developer constructing curb and gutter and bituminous binder course across the frontage of the lot for which a certificate of occupancy is required. Developer may request occupancy for an entire building or for a portion of a building in the event

the building will be divided for multiple occupancies and provided that reasonable life safety measures are in place with respect to the whole building. No bond shall be required to secure the improvement of the remainder of the building provided that the exterior lot improvements have been completed prior to the issuance of the occupancy permit. Upon request by Developer for an occupancy certificate, the Village shall have five (5) days after receipt of such request to provide Developer with such certificate or a written statement indicating in detail how Developer has failed to complete the construction in conformance with the approved plans, this Agreement and other applicable Village codes, ordinances and regulations, and what measures or acts will be necessary for Developer to take or perform in order to conform with construction in order to obtain the occupancy certificate. Any re-inspections shall take place within five (5) days after Developer's request. The occupancy certificate once issued, shall be in conclusive determination of satisfaction with respect to the obligations of Developer in regard to the building to which the occupancy certificate pertains. Issuance of a final occupancy permit for a subdivided lot of the Property shall serve as evidence that all fees have been paid and any subsequent owner of a subdivided lot for which a final occupancy permit has been issued shall take ownership free and clear of said fee payment obligations set forth in this Agreement or other Developer obligations set forth in this Agreement with respect to said subdivided lot.

D. Temporary Occupancy Certificates. If weather and seasonable changes prevent the installation of landscaping, service walks, public sidewalks, final driveway surfaces, or final lift of roadway paving when any building or unit is otherwise substantially complete, temporary occupancy certificates for that building or unit shall be granted provided that Developer complies with the bonding and other requirements for temporary certificates of occupancy set forth in the Village Codes. The required landscaping, flatwork and paving shall be installed at such time as weather permits, but not later than the date(s) specified in the Village Codes unless agreed upon by both Parties. Any bonding requirement for temporary occupancy certificated may be satisfied by winter condition cash bond rather than individual bonds for each unit.

ARTICLE NINE
COVENANTS

Developer or its assigns shall establish a declaration of covenants, conditions and restrictions (the "Declaration") to govern the management of the Property and establish an Owner's Association (the "Association"). The Declaration shall be recorded with the office of Cook County Clerk prior to the sale of any portion of the Property, and a copy of said Declaration shall be provided to the Village promptly upon recording. The Declaration shall, among other provisions, provide for the following:

- A. Maintenance of Common Areas. That the Association will provide for the upkeep, repair and/or maintenance of the common roadways, common areas, specifically including the Lot XX Stormwater detention basins and landscape berms. The specific obligations of the Association shall be set forth in the Declaration.
- B. Village's Lien Rights. Should the Association fail in the upkeep, repair, and/or maintenance of the detention areas and landscape berms, the Association shall be entitled to written notice of any violation and shall have fifteen (15) days from receipt of such notice to cure such default prior to the exercise of any remedy provided herein. The Village agrees to cooperate with Association in any and all attempts by Association to cure any default within the default cure period. If after the cure period the Association fails in the upkeep, then upon giving the Association ten (10) days prior written notice to either maintain or repair said detention area, the Village may perform said upkeep and maintain and charge each lot and/or unit owner its or their prorated share of said cost. If after thirty (30) days written notice, any owner refuses to pay said cost, that cost shall upon recordation of a notice of lien within ninety (90) days of completion of work constitute a lien against the owner's lot or unit which may be foreclosed upon by an action brought by or on behalf of the Village, or in the alternative, the Village may take court action against said owner for the above mentioned costs.
- C. Subordination of Lien to Mortgages. Notwithstanding any provision hereof to the contrary, the lien upon each of the lots or units securing the payment of the liens provided for above shall be prior to all other subsequent liens and encumbrances except (i) real estate tax liens or special service tax levy liens on such lots or units,

(ii) liens and encumbrances in the form of a mortgage, deed of trust or other written security instrument (collectively, "Mortgage") securing any indebtedness held by any financial institution or other holder of a Mortgage encumbering a lot or unit, or any portion thereof, and (iii) liens and encumbrances for sums unpaid on and owing under any Mortgage, whether or not such sums are advanced before or after the filing of a lien arising pursuant to this Agreement, subject to any lien rights established by statute. The sale or transfer of any lot or unit pursuant to foreclosure of a Mortgage or any proceeding in lieu thereof shall extinguish the lien against such owner lot or unit as to payments which became due prior to such sale or transfer; otherwise, no sale or transfer shall relieve such lot or unit from liability for any amounts thereafter becoming due or from the lien thereof.

ARTICLE TEN **SPECIAL SERVICE AREAS**

The Village reserves the right to create one (1) or more Special Service Areas (SSA) covering the Property at the time the final plat is recorded or at such time the Village reasonably determines necessary and appropriate pursuant to this Article. Developer waives objection to the creation of said Special Service Area exclusively for the purpose described below.

The Special Service Area shall be created exclusively to ensure that the privately-owned detention areas and landscape berms in the Development will be maintained in accordance with the terms hereof, and remain functional in accordance with applicable Village and other jurisdictional requirements. In the event the Village determines that the detention areas or landscaping berms is in disrepair, in violation of this Agreement, or is nonfunctioning, the Village shall notify the owner in writing of the default of the detention area and the Association, outlining the corrective measures that shall be taken pursuant to this Agreement and the approved final engineering plans or final landscape plans. In the event the owner or the Association, as the case may be, fails to remedy the deficiencies noted by the Village within a reasonable time and fails to pursue said resolution with due diligence, the Village has the right, but not the obligation, to enter upon the Property for purposes of such maintenance with written notice given in advance. The Village may

recover all maintenance costs so incurred along with reasonable administrative costs by way of a Special Service Tax Levy spread against the Property. Otherwise, the Village shall have no authority to extend any Special Service Tax Levy against the Property. The ordinance establishing the Special Service Area shall specifically provide that the Village's levy under the Special Service Area shall not exceed reasonably anticipated annual expenses for the maintenance of the detention areas and landscape berms. This clause is also subject to the subordination rights as outlined in Article 9(C).

ARTICLE ELEVEN **SUCCESSOR AND ASSIGNS**

All of the Developer's rights under this Agreement and under the Special Use Permit for the Property shall inure to the benefit of Developer's successors and assigns and upon successor legal or beneficial owners of all or any of the Property. All of the obligations of Developer under this Agreement and under the Special Use Permit shall be binding upon Developer's successors and assigns and upon successor legal or beneficial owners of all or any portion of the Property. The Village agrees that if a third-party purchaser of the Property, or any portion thereof, assumes Developer's obligations under this Agreement and under the Special Use Permit, Developer shall be released from liability for the performance of such obligations to the extent such third-party purchaser assumes such obligations. The Village agrees that the Association, upon Developer's conveyance to it of any common improvements constructed on the Property, shall be deemed a successor and transferee of Developer with respect to obligations under this Agreement or under Village codes, ordinances and regulations that relate to those common improvements and, upon such conveyance, Developer shall be deemed released from those obligations.

ARTICLE TWELVE **GENERAL PROVISIONS**

A. Force Majeure. Time is of the essence of this Annexation Agreement; provided, however, a party shall not be deemed in material breach of this Annexation Agreement with respect to any obligations of this Annexation Agreement on such party's part to be performed if such party fails to timely perform the same and such

failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, pandemics, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party (Force Majeure). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

- B. All provisions, conditions and regulations set forth in the Agreement and the Documents or plans to which they refer shall by their specificity superseded all Village ordinances, codes, rules and regulations that are in conflict with this Agreement.
- C. This Agreement shall be effective for a term of twenty (20) years from the date of this Agreement.
- D. This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of Developer and the Village.
- E. This Agreement, when recorded, constitutes a covenant running with the land and is binding upon and inures to the benefit of the parties, all grantees, successors and assigns.
- F. Nothing in this Agreement shall prevent the alienation, encumbrance or sale of the Property or any portion of it, and the new owner or owners shall be both benefited and bound by the conditions and restrictions expressed in this Agreement, and to such extent Developer shall be released.

- 565 G. Within thirty (30) days after its execution, this Agreement shall be recorded at the
566 sole cost and expense of the Party recording same in the office of the Clerk of Cook
567 County, Illinois.
- 568 H. If any provision of this Agreement is found by a court of law to be in violation
569 of any applicable local, State or Federal law, ordinance or regulation, and if a court
570 of competent jurisdiction should declare such provision of this Agreement to be
571 illegal, void or unenforceable, then it is the intent of the Parties that the remainder
572 of this Agreement shall be construed as if such illegal, void or unenforceable
573 provision was not contained herein and that the rights and obligations of the Parties
574 hereunder shall continue in full force and effect.
- 575 I. The Corporate Authorities for the Village warrant that they have the authority to
576 enter into this Agreement. Developer warrants that the execution of this Agreement
577 has been duly and validly authorized and that the obligations imposed upon
578 Developer herein shall be valid and binding obligations of Developer.
- 579 J. The captions of paragraphs are intended only for the convenience of the parties and
580 are not to be construed as part of this Agreement or as a limitation of the scope of
581 the particular sections to which they refer.
- 582 K. Within twenty (20) days after the request by Developer, or its successors or
583 assigns, the Village shall deliver to Developer a letter stating that this Agreement
584 is in full force and effect and that there are no outstanding known violations of the
585 provisions of this Agreement or identifying each known violation and the steps
586 necessary to cure it. The delivery of any such letter does not by law constitute an
587 estoppel against the Village and it may proceed to enforce any violation of any of
588 its codes or ordinances or any of the terms and conditions of this Agreement which
589 may in fact have been violated.
- 590 L. This Agreement may be executed in any number of counterparts and duplicate
591 originals, each of which shall be deemed an original but all of which shall constitute
592 one and the same instrument.
- 593 M. Failure of any Party to this Agreement to insist upon the strict and prompt
594 performance of the terms, covenants, agreements and conditions herein contained,
595 or any of them, upon any other party imposed, shall not, conditions herein

contained, or any of them, upon any other party imposed, shall not, constitute or be construed as a waive to relinquishment of any Parties' right thereafter to enforce such term, covenant, agreement or condition, but the same shall continue in full force and effect.

N. The provisions contained in this Agreement shall survive the annexation of the Property and shall not be merged or expunged by the annexation of the Property or any part thereof to this Village.

O. Except as specifically provided herein above, Developer and their successors and/or assigns, agree during the term of this Agreement to not initiate any action to disconnect said property from the Village of Tinley Park.

ARTICLE THIRTEEN **PROCEDURE FOR DECLARING DEFAULTS**

A. In the event any party defaults in its performance of its obligations set forth in this Agreement, then the non-defaulting parties shall, upon notice to the defaulting party, allow the defaulting party thirty (30) days to cure the default or provide evidence that such default will be cured in a timely manner if it cannot be cured during said period. Notwithstanding the above, in the event of an emergency life, health or safety situation, the Village shall have the right, but not the obligation, to enter onto the Property and cure the default without giving Developer prior notice or an opportunity to cure.

B. Any default in the performance of any obligation of Developer under the approved Agreement shall constitute a default under this Agreement, provided that Developer receives such notice and opportunity to cure as provided in Section 13(A) of this Agreement.

ARTICLE FOURTEEN **REMEDIES**

Upon breach of this Agreement, any of the Parties, in any court of competent jurisdiction, by an action or proceeding at law or in equity (and if in equity, without the showing of the inadequacy of legal remedies or of the possibility of irreparable harm to the plaintiff) may secure the specific performance of the covenants and agreements herein

630 contained, and may be awarded damages, not including attorneys' fees for the failure of
 631 performance. Each Party shall pay their respective attorneys' fees. Before any failure of
 632 any Party to this Agreement to perform its obligations hereunder shall be deemed to be in
 633 breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party
 634 alleged to have failed to perform the alleged failure and shall demand performance. No
 635 breach of this Agreement may be found to have occurred if satisfactory performance has
 636 commenced within forty-five (45) days of receipt of such notices.

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638 **ARTICLE FIFTEEN**
 639 **NOTICES**
 640

641 All notices required to be served herein shall be served on the parties at the
 642 addresses set forth below (or at such other addresses as the parties may from time to time
 643 designate in writing), personally or by certified mail, return receipt requested:

644

645	If to Village:	Village of Tinley Park
646		16250 S. Oak Park Avenue
647		Tinley Park, IL 60447
648		Attn: Village Clerk
649		
650	With Copy To:	Kevin Kearney
651		Peterson Johnson & Murray, Chicago LLC
652		200 West Adams Street, Suite 2125
653		Chicago, IL 60606
654		kkearney@pjmchicago.com
655		

656	If to Developer:	SP HVH Tinley Park, LLC
657		8801 River Crossing Blvd., Suite 300
658		Indianapolis, Indiana 46240
659		Attn: General Counsel
660		

661	With Copy To:	Scannell Properties, LLC
662		8801 River Crossing Blvd., Suite 300
663		Indianapolis, Indiana 46240
664		Attn: David J. Duncan

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Village of Tinley Park, an Illinois municipal
corporation

By: Michael W. Slag
Village Mayor

Attest: [Signature]
Village Clerk

Attest: _____
Secretary

SP HVH Tinley Park, LLC
A Delaware Limited Liability Company
By: Seannell Properties, #519, LLC, Its Manager

By: [Signature]
Marc D. Pfleging, Manager

Exhibit A**Legal Description of Annexed Property**

PINs: 31-07-103-001-0000 and 31-07-300-001-0000

PARCEL 1:

THE WEST HALF (EXCEPT THE WEST 70 FEET THEREOF AND EXCEPT THE SOUTH 50 FEET THEREOF) OF THE SOUTH WEST QUARTER OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

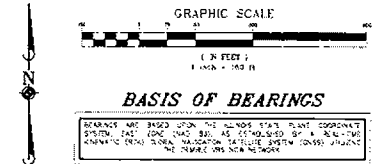
THE SOUTH WEST QUARTER (EXCEPT THE WEST 70 FEET THEREOF) OF THE NORTH WEST QUARTER FRACTIONAL SECTION 7, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

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Exhibit B
Plat of Annexation

OF PART OF THE WEST HALF OF FRAGMENTAL SECTION 7 TOWNSHIP 15 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND PART OF THE EAST HALF OF SECTION 12 TOWNSHIP 15 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS

OF PART OF THE WEST HALF OF FRAGMENTAL SECTION 7 TOWNSHIP 15 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND PART OF THE EAST HALF OF SECTION 12 TOWNSHIP 15 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS



BASIS OF BEARINGS

BEARINGS ARE BASED UPON THE HINDS STATE PLANT COORDINATE SYSTEM, EAST LONG (NAC 88), AS ESTABLISHED BY A REAL-TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) ADJUNCT TO THE TRAILERS GPS NETWORK.

COMMENTS / RECOMMENDATIONS:

- 1) PLEASE VERIFY THAT THE LEGAL DESCRIPTIONS MATCH THOSE OF THE PETITION FOR ANNEXATION. IT APPEARS ADDITIONAL LANGUAGE HAS BEEN ADDED TO THE LEGAL DESCRIPTIONS FOR THE PURPOSE OF ACCOMPLISHING WHAT 65 ILCS 57-1-1, ALREADY DOES AND HAS BEEN INCLUDED AS NOTE 43 IN THE GENERAL NOTES.
- 2) PROVIDE SPACE FOR ORDINANCE NUMBER AND ITS ADOPTION DATE.
- 3) PROVIDE SIGNATURE LINES FOR APPROVAL BY THE PRESIDENT AND VILLAGE BOARD OF TINLEY PARK (VILLAGE PRESIDENT & VILLAGE CLERK)
- 4) PER THE VILLAGE OF TINLEY PARK'S REQUEST PLEASE PROVIDE OWNER AND NOTARY CERTIFICATIONS.
- 5) PROVIDE A NOTE STATING TO WHOM THE PLAT IS TO BE RETURNED TO AFTER RECORRATION.

- TERRITORY TO BE ANNEXED TO
THE VILLAGE OF TINLEY PARK
AREA = 1121.334 ACRES

PARCEL 1
UNSUBDIVIDED LAND

LOCATION MAP
NOT TO SCALE

SURVEY PREPARED FOR

SCANNELL PROPERTIES
8801 RIVER CROSSING BLVD., SUITE 300
INDIANAPOLIS, INDIANA 46240

LEGEND

- * EX PROPERTY LINE
- * EX SECTION LINE
- * AREA TO BE MAINTAINED INTO THE FUTURE OF HOLEY PARK
- * ENSURING CORPORA TE ULTS

AREA OF ANNEXATION

AREA (EXCLUDING ROW) = 0.837,541 SQ. FT. (110 SQ. ACRES)
AREA OF EXISTING ROW = 152,746 SQ. FT. (10,294 ACRES)
TOTAL AREA = 5,263,767 SQ. FT. (121,334 ACRES)

PIN'S

31-07-103-001-0000
31-07-300-001-0000

**LEGAL DESCRIPTION OF
TERRITORY TO BE ANNEXED**

2.592.2

THE WEST HALF (EAST) OF THE SOUTH OF THE (EAST) OF THE SOUTH-WEST QUARTER OF SECTION 7 TOWNSHIP 15 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, S COOK COUNTY, ILLINOIS

"TOGETHER WITH THE EAST HALF OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE 100TH MERIDIAN, 4th QUARTER, 1886.

BASEL

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF TOWNSHIP SECTION 2, TOWNSHIP 15 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ACRE, THAT PART OF MARLEN AVENUE HEREINBEFORE ANNEXED TO THE VILLAGE OF TOLSON PARK
TOGETHER WITH THAT PART OF MARLEN AVENUE, LAND WEST OF AND ADJOINING THE
ABOVE DESCRIBED PROPERTY, NOT HEREINBEFORE ANNEXED, AND LOCATED IN THE EAST HALF OF
SECTION 12, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE
COUNTY OF SIOUX.

GENERAL NOTES

- [illegible]

SURVEYOR'S CERTIFICATE

STATE OF ALABAMA)
COUNTY OF DADE)

THIS IS TO CERTIFY THAT WE HAVE BEEN CONSULTING TO, HAVE DELETED THE ABOVE DESCRIBED PROPERTY FOR THE PURPOSE OF GRANTING SAID PROPERTY WITH THE VILLAGE OF TULEY PARK AND THAT THE PLAT DRAWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF SAID PROPERTY.

2015 THE 25th DAY OF MARCH AD 2015

Timothy J. Murphy
TIMOTHY J. MURPHY
E-MAIL ADDRESS: TMURPHY@OWEN-HARD.COM
LICENSE EXPIRES NOVEMBER 30, 2022

DESIGN PRO PROFESSIONAL LICENSE NO. 154003330
 LICENSE EXPIRES MAR. 30, 2021



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HARLEM/VOLLMER INDUSTRIAL DEVELOPMENT
VILLAGE OF TINLEY PARK, ILLINOIS
MAP OF TERRITORY TO BE ANNEXED



Manhara
CONSULTING

Old Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Engineers • Landscape Architects • Planners

LINE	DATE	DESCRIPTION	AMOUNT	BALANCE
1	1/1/78	OPENING BALANCE	100.00	100.00
2	1/15/78	PAYROLL	50.00	50.00
3	1/20/78	RENT	25.00	25.00
4	1/25/78	UTILITIES	15.00	10.00
5	1/30/78	CLOSING BALANCE	10.00	10.00

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Exhibit C
Ordinance No 2021-O-035

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**ORDINANCE
NO. 2021-O-035**

**AN ORDINANCE APPROVING A MAP AMENDMENT TO REZONE
PROPERTY LOCATED AT 19501-19701 HARLEM AVENUE TO THE
ORI ZONING DISTRICT
(TINLEY PARK BUSINESS CENTER/SCANNELL PROPERTIES)**

**MICHAEL W. GLOTZ, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK**

**WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees**

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2021-O-035

**AN ORDINANCE APPROVING A MAP AMENDMENT TO REZONE
PROPERTY LOCATED AT 19501-19701 HARLEM AVENUE TO THE ORI ZONING
DISTRICT
(TINLEY PARK BUSINESS CENTER/SCANNELL PROPERTIES)**

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, a petition for granting a map amendment of certain real property that will be zoned R-1 (Single Family Residential) upon its annexation to the ORI (Office and Restricted Industrial) zoning district ("Rezoning") located at 19501-19701 Harlem Avenue, Tinley Park, Illinois, generally at the northeast corner of Vollmer Road and Harlem Avenue ("Subject Property") has been filed by Chris Carlino on behalf of Scannell Properties ("Petitioner") with the Village Clerk of this Village and has been referred to the Plan Commission of the Village and has been processed in accordance with the Tinley Park Zoning Ordinance; and

WHEREAS, said Plan Commission held a public hearing on the question of whether the Rezoning should be granted on June 3, 2021 at the Village Hall of this Village and by teleconference per Gubernatorial Executive Order 2020-18 and the "Village of Tinley Park Temporary Public Participation Rules & Procedures", 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 thirty (30) days nor less than fifteen (15) days prior to said public hearing in the Daily Southtown, a newspaper of general circulation within the Village of Tinley Park; and

WHEREAS, the Plan Commission voted 5-0 and has filed its report and findings and recommendations that the proposed Rezoning be approved with this President and Board of Trustees, and this Board of Trustees has duly considered said report of findings and recommendations; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to approve said Rezoning; and

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of facts as if said recitals were fully set forth herein.

SECTION 2: That the report of findings and recommendations of the Plan Commission are herein incorporated by reference as the findings of this President and the Board of Trustees, as complete as if fully set forth herein at length. This Board finds that the Petitioner has provided evidence establishing that they have met the standards for granting a Rezoning as set forth below and the proposed granting of the Rezoning as set forth herein is in the public good and in the best interest of the Village and its residents and is consistent with and fosters the purpose and spirit of the Tinley Park Zoning Ordinance.

- a. The existing uses and zoning of nearby property;
 - *The area is in a transition from rural to commercial and industrial uses. The surrounding area has specifically changed with the approval and development of the neighboring Amazon Fulfillment Center at the property across Vollmer Road in the Village of Matteson. Other neighboring properties also include existing commercial development.*
- b. The extent to which property values are diminished by the particular zoning;
 - *The area along Harlem Avenue has mostly commercial and light-industrial uses existing or under construction. Views of docks and trailer storage will be screened from view by a landscape berm. Commercial or residential zoning both appear unlikely to generate development interest in the land. The purposeful and orderly development of vacant properties is expected to enhance area property values instead of diminishing them.*
- c. The extent to which the destruction of property values of the complaining party benefits the health, safety, or general welfare of the public;
 - *The new development creates orderly developed land that improves the look of the vacant land with an encumbrance of floodplain making it difficult to develop. The project will contribute directly to the economic development of the community by providing additional jobs and additional property tax revenue to various local governments where the existing vacant property is generating no benefits to the community.*
- d. The relative gain to the public as compared to the hardship imposed on the individual property owner;
 - *Perimeter landscape buffering is provided on all sides of the development that does not currently exist. The overall site layout and circulation patterns were designed to avoid any issues with the neighboring properties and minimize traffic issues. The roadways are major arterials that have been planned and designed as commercial routes. The project will contribute directly to the economic development of the community by providing additional jobs and additional property tax revenue to various local*

governments where the existing vacant property is generating no benefits to the community.

- e. The suitability of the property for the zoned purpose;
 - *The proposed use as a multi-business light-industrial business center is suitable for the subject property due to the availability of high traffic volumes and available access points. The site is difficult to develop due to floodplain encumbrance and tax implications. Light industrial is the highest and best use of the property at this time.*
- f. The length of time the property has been vacant as zoned, compared to development in the vicinity of the property;
 - *The property was used as agricultural land but has otherwise been vacant for many (10+) years. Commercial or residential zoning both appear unlikely to generate development interest in the land.*
- g. The public need for the proposed use; and
 - *There is a high market demand for additional high-quality light industrial space in the area, particularly along the I-80 and I-57 corridors. The approval and construction of the Amazon Fulfillment Center has created even higher market demand for light-industrial users to be adjacent to that site.*
- h. The thoroughness with which the municipality has planned and zoned its land use.
 - *The property is shown as a mixed-use/PUD use in the Comprehensive Plan. The zoning of Office & Restrict Industrial and a request for a PUD is compatible with the past planning for this land.*

SECTION 3: The Rezoning as set forth herein below shall be applicable to the following described property:

LEGAL DESCRIPTION:

PARCEL 1: THE WEST HALF (EXCEPT THE WEST 70 FEET THEREOF ZND EXCEPT THE SOUTH 50 FEET THEREOF) OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE SOUTHWEST QUARTER (EXCEPT THE WEST 70 FEET THEREOF) OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 7, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

P.L.N.s: 31-07-103-001-0000 & 31-07-300-001-0000

COMMONLY KNOWN AS: 19501-19701 Harlem Avenue, Tinley Park, Illinois
(Northeast Corner of Vollmer Road and Harlem Avenue)

SECTION 4: That a Rezoning of the Subject Property upon annexation from the automatically assigned R-1 (Single-Family Residential) zoning district to the ORI (Office and Restricted Industrial) zoning district, located at the property described above, is hereby granted to the Petitioner.

SECTION 5: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION 6: That this Ordinance shall be in full force and effect from and after its adoption and approval.

SECTION 7: 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 29th day of June, 2021.

AYES: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan

NAYS: None

ABSENT:None

APPROVED THIS 29th day of June, 2021.

ATTEST:


VILLAGE CLERK


VILLAGE PRESIDENT

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

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2021-O-035, "AN ORDINANCE APPROVING A MAP AMENDMENT TO REZONE PROPERTY LOCATED AT 19501-19701 HARLEM AVENUE TO THE ORI ZONING DISTRICT (TINLEY PARK BUSINESS CENTER/SCANNELL PROPERTIES)", which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 29, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 29th day of June, 2021.



KRISTIN A. THIRION, VILLAGE CLERK

Exhibit D
Ordinance No 2021-O-036

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THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

ORDINANCE
NO. 2021-O-036

**AN ORDINANCE GRANTING A SPECIAL USE FOR A PLANNED UNIT
DEVELOPMENT FOR THE TINLEY PARK BUSINESS CENTER DEVELOPMENT
LOCATED AT 19501-19701 HARLEM AVENUE
(SCANNELL PROPERTIES)**

MICHAEL W. GLOTZ, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
DENNIS P. MAHONEY
MICHAEL G. MUELLER
COLLEEN M. SULLIVAN
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park

VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE NO. 2021-O-036

**AN ORDINANCE GRANTING A SPECIAL USE FOR A PLANNED UNIT
DEVELOPMENT FOR THE TINLEY PARK BUSINESS CENTER DEVELOPMENT
LOCATED AT 19501-19701 HARLEM AVENUE
(SCANNELL PROPERTIES)**

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, a petition for the granting of a Special Use for a Planned Unit Development to allow for the approved development of property located at 19501-19701 Harlem Avenue, Tinley Park, generally at the northeast corner of Vollmer Road and Harlem Avenue ("Subject Property"), has been filed by Chris Carlino on behalf of Scannell Properties ("Petitioner") with the Village Clerk of this Village and has been referred to the Plan Commission of the Village and has been processed in accordance with the Tinley Park Zoning Ordinance; and

WHEREAS, said Plan Commission held a public hearing on the question of whether the Special Use Permit should be granted on June 3, 2021, at the Village Hall of this Village of Tinley Park ("Village"), and by teleconference per Gubernatorial Executive Order 2020-18 and the "Village of Tinley Park Temporary Public Participation Rules & Procedures", at which time all persons 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 thirty (30) days nor less than fifteen (15) days prior to said public hearing in the Daily Southtown, a newspaper of general circulation within the Village of Tinley Park; and

WHEREAS, the Plan Commission voted 5-0 and has filed its report and findings and recommendations that the proposed Special Use be approved with this President and Board of Trustees, and this Board of Trustees has duly considered said report, findings and recommendations; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of the Village of Tinley Park and its residents to approve said Special use; and

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of facts as if said recitals were fully set forth herein.

SECTION 2: That the report of findings and recommendations of the Plan Commission are herein incorporated by reference as the findings of this President and the Board of Trustees, as complete as if fully set forth herein at length. This Board finds that the Petitioner has provided evidence establishing that they have met the standards for granting the Planned Unit Development set forth in Section VII.C, and the Site Plan and Architecture guidelines as set forth in Section III.U.6., and the proposed granting of the PUD and Special Use Permit as set forth herein is in the public good and in the best interest of the Village and its residents and is consistent with and fosters the purpose and spirit of the Tinley Park Zoning Ordinance.

Section VII.C. Standards: No Planned Unit Development (PUD) shall be authorized by the Village Board unless the following standards and criteria are met:

- A. The site of the proposed planned unit development is not less than five (5) acres in area, is under single ownership and/or unified control, and is suitable to be planned and developed, or redeveloped, as a unit and in a manner consistent with the purpose and intent of this Ordinance and with the Comprehensive Plan of the Village:
 - *The PUD is under a single control and over 110 acres in size. The PUD is otherwise developed in accordance with the PUD provisions.*
- B. The Planned Unit Development will not substantially injure, or damage the use, value, and enjoyment of the surrounding property, nor hinder or prevent the development of surrounding property in accordance with the Land Use Plan of the Village;
 - *The area along Harlem Avenue has mostly commercial and light-industrial uses existing or under construction. Views of docks and trailer storage will be screened from view by a landscape berm. Commercial or residential zoning both appear unlikely to generate development interest in the land. The purposeful and orderly development of vacant properties is expected to enhance area property values instead of diminishing them.*
- C. The uses permitted in the development are necessary or desirable and that the need for such uses has been clearly demonstrated;
 - *Light industrial uses permitted within the PUD are the highest and best use of the property due to the existing roadway with high traffic volumes, quick interstate access, and location of the adjacent Amazon Fulfillment Center in the Village of Matteson that is currently under construction. Alternative uses do not appear likely at this location.*
- D. The proposed development will not impose an undue burden on public facilities and services, such as sewer and water systems, police, and fire protection;
 - *The site is being developed with all necessary utilities. The extension of the watermain beyond the development site will improve service and safety to the surrounding area. The dedication for land for a new emergency radio tower will also help improve emergency response in this area of town.*
- E. The proposed development can be substantially completed within the period of time specified in the schedule of development submitted by the developer;
 - *The development will begin with a speculative building to drive interest to the rest of the site. The high demand for the product should create a quick development timeline and full completion of the entire project. The site phasing has been designed to*

mitigate negative effects or unattractive views of the development if development occurs slower than anticipated.

- F. The street system serving the Planned Unit Development is adequate to carry the traffic that will be imposed upon the streets by the proposed development, and that the streets and driveways on the site of the Planned Unit Development will be adequate to serve the residents or occupants of the proposed development;
 - *The street system was determined to have adequate capacity per the submitted Traffic Impact Report and that was reviewed by the Village's engineering consultant. A traffic signal is being pursued through IDOT by the Village and developer at the intersection of Harlem Avenue and 195th St/Lakeside Drive.*
- G. When a Planned Unit Development proposes the use of private streets, common driveways, private recreation facilities, or common open space, the developer shall provide and submit, as part of the application, the method and arrangement whereby these private facilities shall be operated and maintained;
 - *All roadways will be that specific property owner's responsibility to maintain. Easements have been established to ensure the landscape berm and bufferyards are maintained or can be maintained by the Village in the future through a Special Service Area (SSA).*
- H. The general development plan shall contain such proposed covenants, easements, and other provisions relating to the bulk, location, and density of residential buildings, non-residential uses and structures, and public facilities as are necessary for the welfare of the Planned Unit Development and the Village. All such covenants shall specifically provide for enforcement by the Village of Tinley Park in addition to the landowners within the development;
 - *No covenants or private restrictions have been proposed. Any cross-access, utility, and landscape easements have been recorded with the plat for control and enforcement by the Village. Any private agreements or private association covenants can be recorded by the developer at a later date.*
- I. The developer shall provide and record easements and covenants, and shall make such other arrangements as furnishing a performance bond, escrow deposit, or other financial guarantees as may be reasonably be required to assure performance in accordance with the development plan and to protect the public interest in the event of abandonment of said plan before completion;and
 - *Typical project guarantees required by code (such as public right-of-way and utility guarantees) will be required with the permit. The phasing of the development aspects has been planned to avoid problems if the project stalls for an extended period of time by requiring landscape beaming, utilities, detention, and public roadway work to be completed with Phase I.*
- J. Any exceptions or modifications of the zoning, subdivision, or other regulations that would otherwise be applicable to the site are warranted by the design of the proposed development plan, and the amenities incorporated in it, are consistent with the general interest of the public.
 - *Code exceptions are similar to the surrounding developments that were previously approved and related to the unique nature and large scale of this specific and unique development.*

SECTION 3: The Special Use Permit for a Planned Unit Development set forth herein below shall be applicable to the following described property:

LEGAL DESCRIPTION:

PARCEL 1: THE WEST HALF (EXCEPT THE WEST 70 FEET THEREOF AND EXCEPT THE SOUTH 50 FEET THEREOF) OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE SOUTHWEST QUARTER (EXCEPT THE WEST 70 FEET THEREOF) OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 7, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

P.L.N.s: 31-07-103-001-0000 & 31-07-300-001-0000

COMMONLY KNOWN AS: 19501-19701 Harlem Avenue, Tinley Park, Illinois (Northeast Corner of Vollmer Road and Harlem Avenue)

SECTION 4: That a Special Use Permit for a Planned Unit Development for property described in the above section in accordance with the "List of Reviewed Plans" attached hereto as Exhibit A, and Annexation Agreement dated June 29, 2021 and passed as Resolution 2021-R-050 as Exhibit B, with the following Exceptions and additional uses permitted:

- a. Additional Permitted Uses – All uses of the ORI district will be permitted. The following uses are added as additional permitted uses on the property:
 - a. Warehouses, distributions plants, and wholesale establishments
 - b. Exterior storage of trucks and vehicles accessory to a principal permitted use.
- b. Exceptions - The Following Exceptions will be requested as part of the PUD:
 - a. Permit parking in the front yard.
 - b. Permit loading docks to front a public frontage with the establishment of the proposed landscape berm.
 - c. Permit open exterior storage of trucks and semi-trailers directly related to a principal business established on the premise where indicated on the Final Site Plan Approval and with the establishment of the proposed landscape berm. There shall be no maximum time limit for truck or trailer storage.
 - d. Permit a drive aisle width of 24 ft. in width instead of 26 ft. minimum width required.
 - e. Allow for the use of exterior building materials required for industrial uses (typically M-1 and Mu-1 districts) instead of commercial uses (includes ORI). This will allow for structures over 80,000 sq. ft. in size to utilize precast concrete panels instead of using 20% brick.
 - f. Signage
 1. Permit off-site signage for businesses within the PUD to be placed on any approved ground or monument signs.
 2. Permit business names and logos to be placed on directional signage.
 3. Permit up to one ground sign per driveway/entrance into the development.
 4. Permit ground signs to be located as close as 5 feet from a property line.

- g. A waiver from minimum parking requirements (Sec. VIII.A.10) to allow for the parking to be permitted as shown on the Final Site Plan Approvals.
- h. Permit the parcel to be subdivided into a maximum of 3 developable lots with a Plat of Subdivision Approval and filing of appropriate covenants to establish a Property Owners Association (POA) to own and maintain common area property and shared development signage.
- i. All bulk regulations related to the Village of Tinley Park emergency communication tower parcel.

SECTION 5: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

SECTION 6: That this Ordinance shall be in full force and effect from and after its adoption and approval.

SECTION 7: 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 29th day of June, 2021.

AYES: Brady, Brennan, Galante, Mahoney, mueller, Sullivan

NAYS: None

ABSENT: None

APPROVED THIS 29th day of June, 2021.

ATTEST


VILLAGE CLERK


VILLAGE PRESIDENT

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

CERTIFICATE

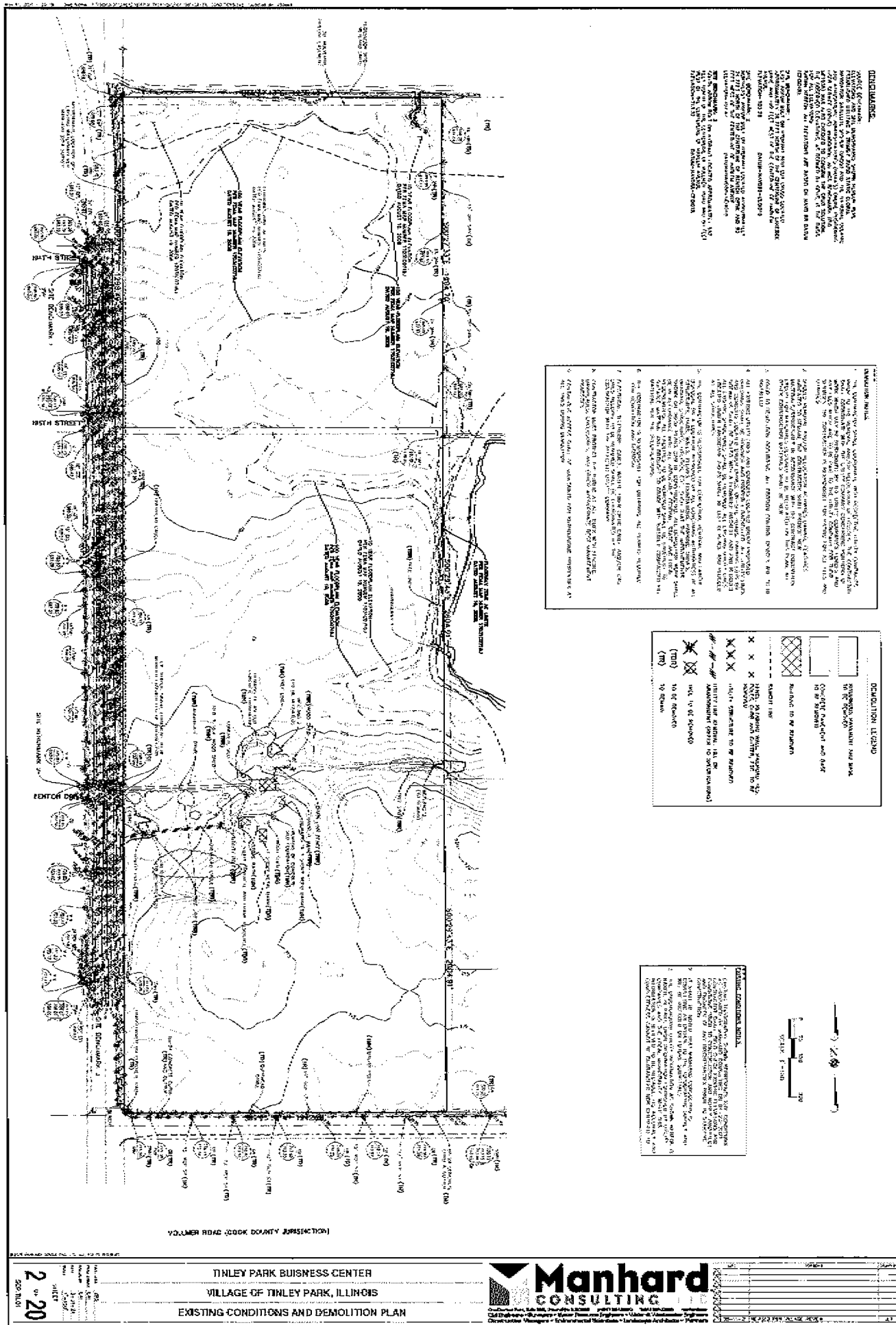
I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2021-O-036, "AN ORDINANCE GRANTING A SPECIAL USE FOR A PLANNED UNIT DEVELOPMENT FOR THE TINLEY PARK BUSINESS CENTER DEVELOPMENT LOCATED AT 19501-19701 HARLEM AVENUE (SCANNELL PROPERTIES)", which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 29, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 29th day of June, 2021.

KRISTIN A. THIRION, VILLAGE CLERK

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Exhibit E
Preliminary Engineering Plans



NOTES:

1. ALL EXISTING UTILITIES SHOWN ON THIS PLAN ARE BASED ON THE RECORD DRAWINGS AND FIELD SURVEY. ANY CHANGES TO THESE UTILITIES SHALL BE THE RESPONSIBILITY OF THE OWNER.
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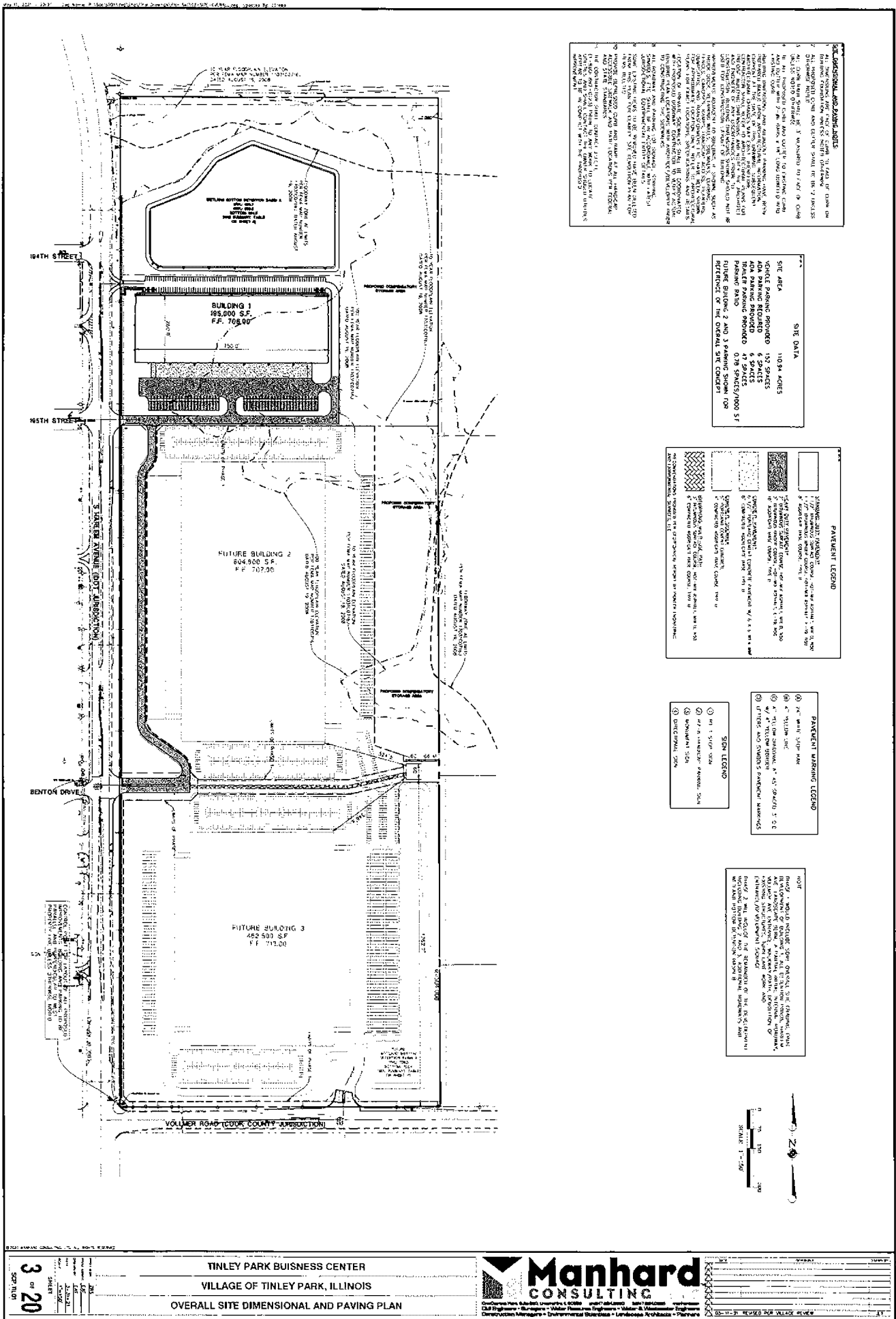
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- 2. EXISTING: SOLID PATTERN
- 3. TO BE DEMOLISHED: DOTTED PATTERN
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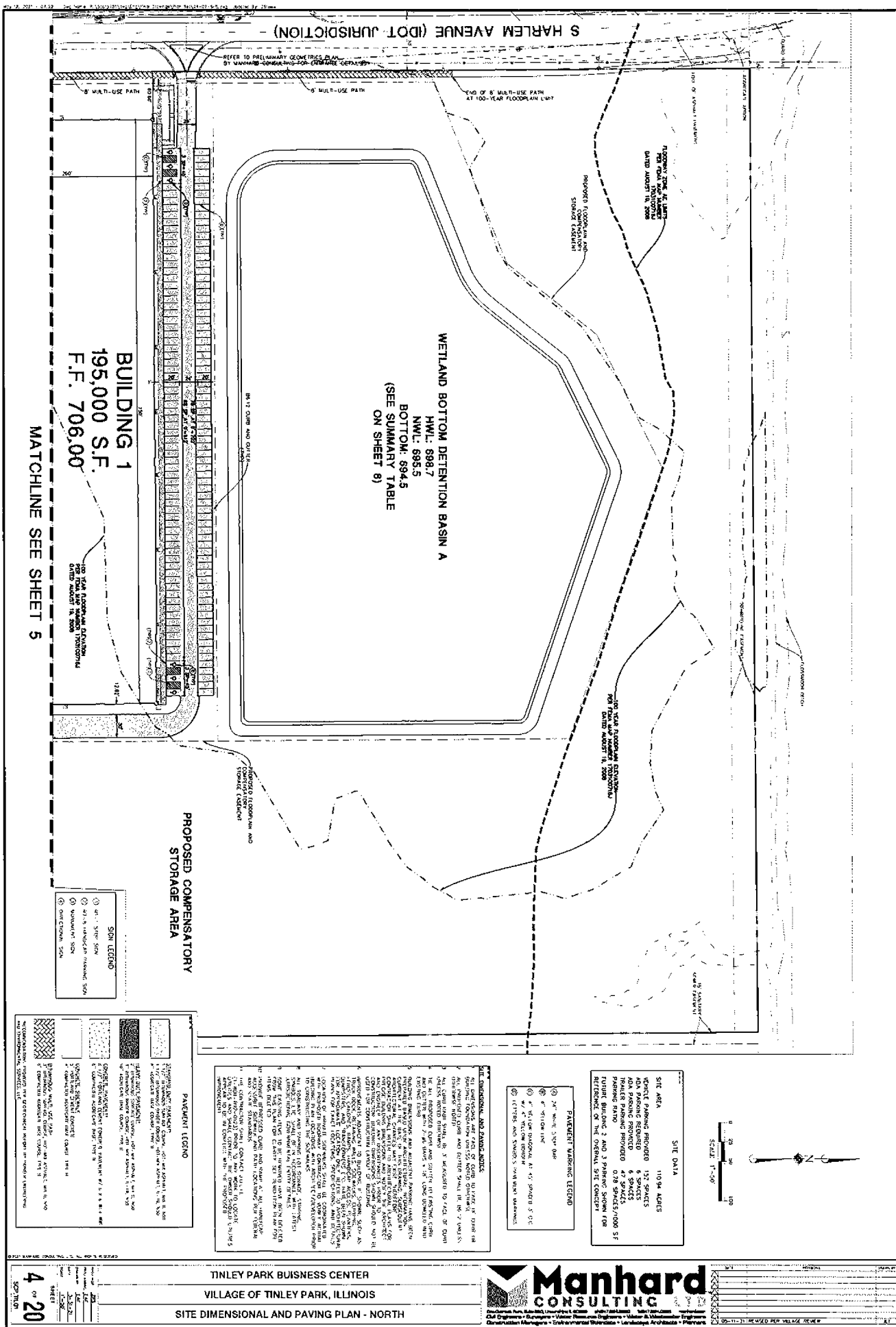
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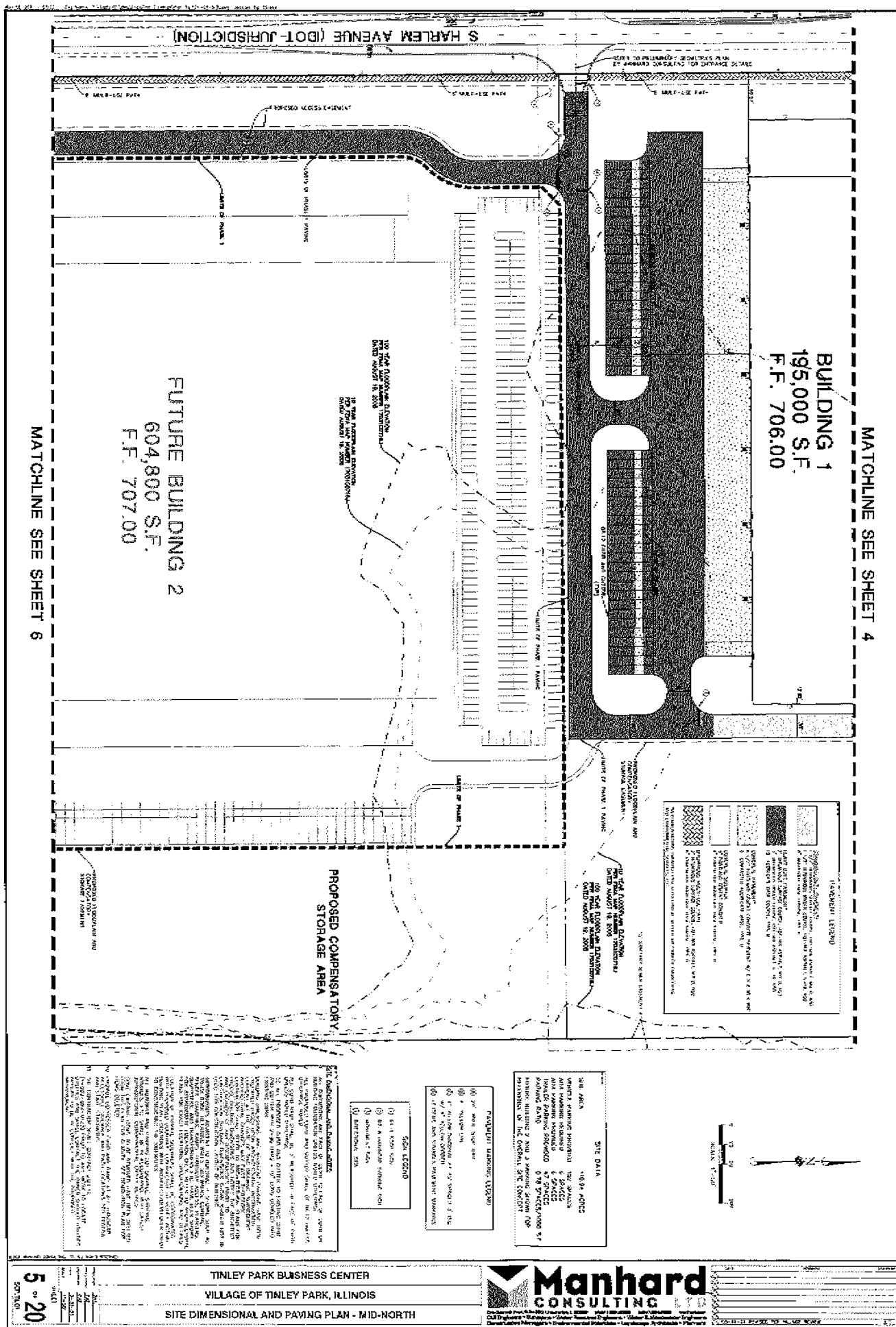
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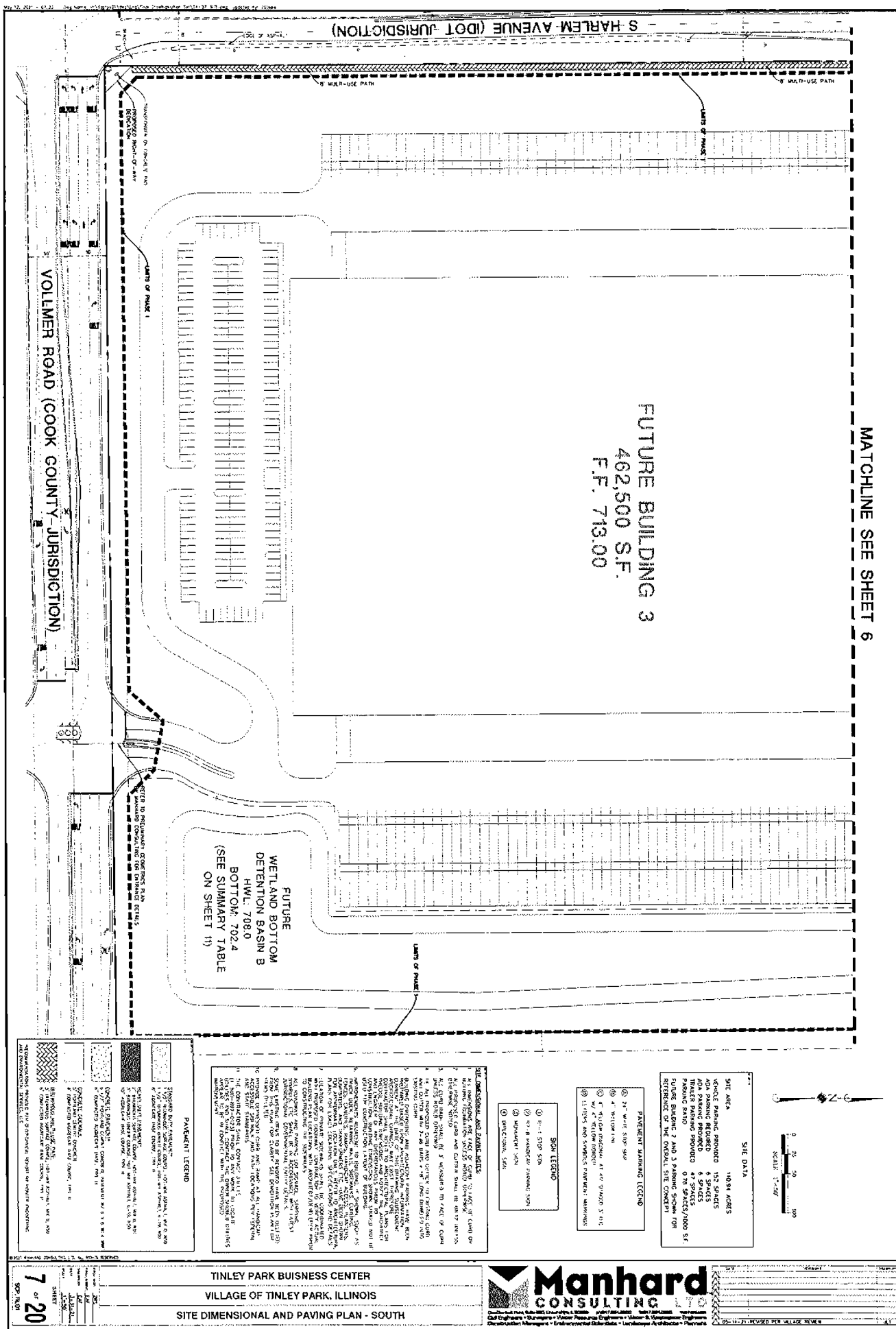
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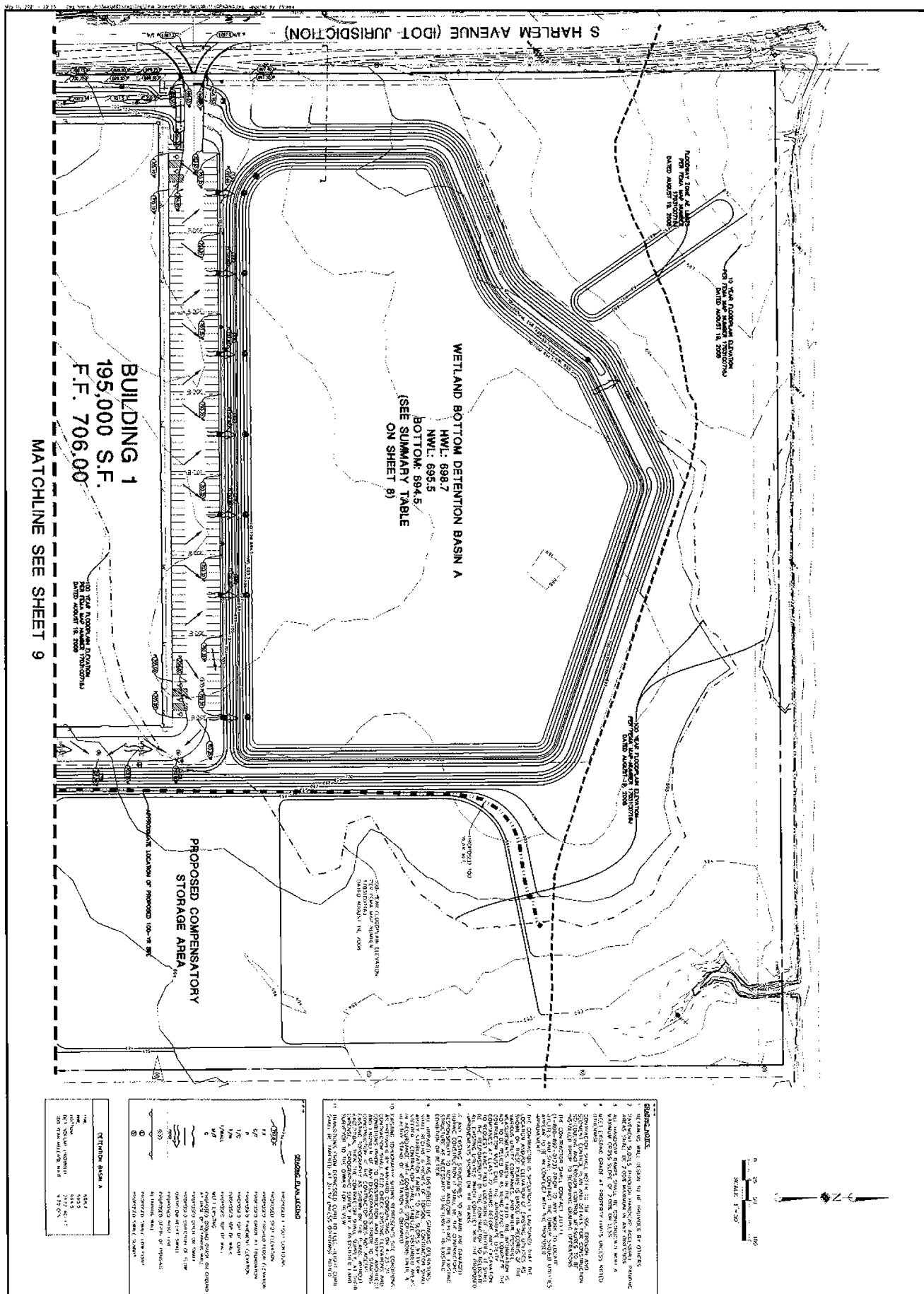
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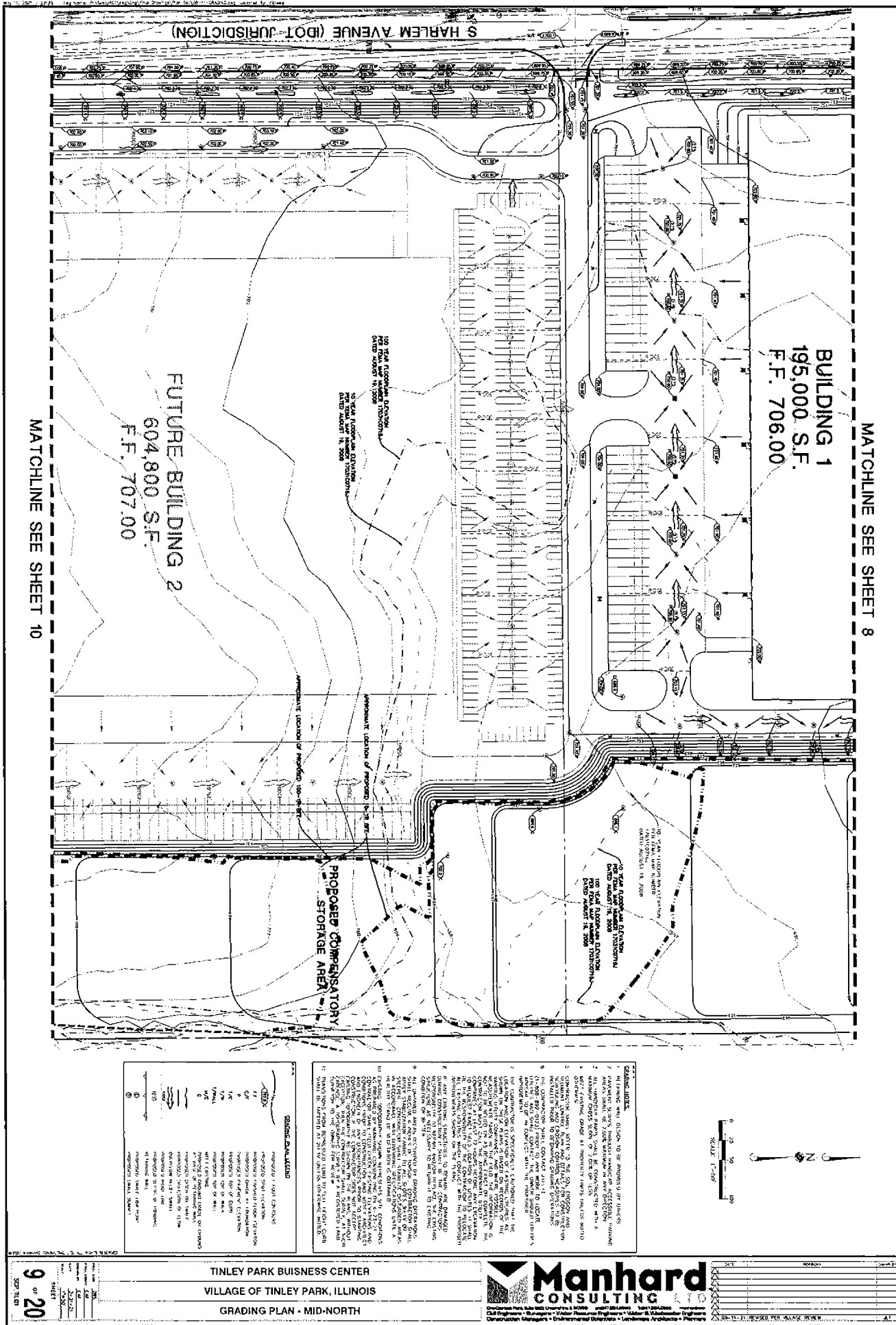


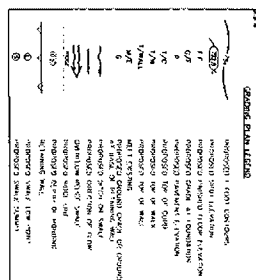
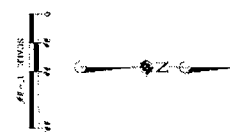
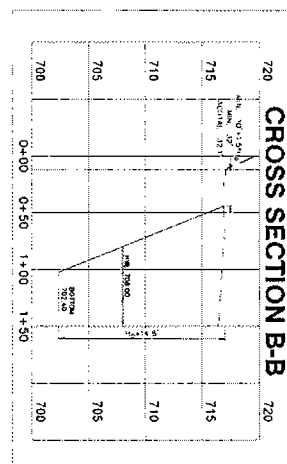
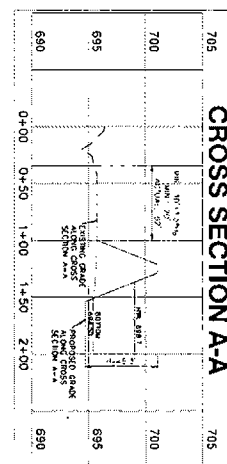




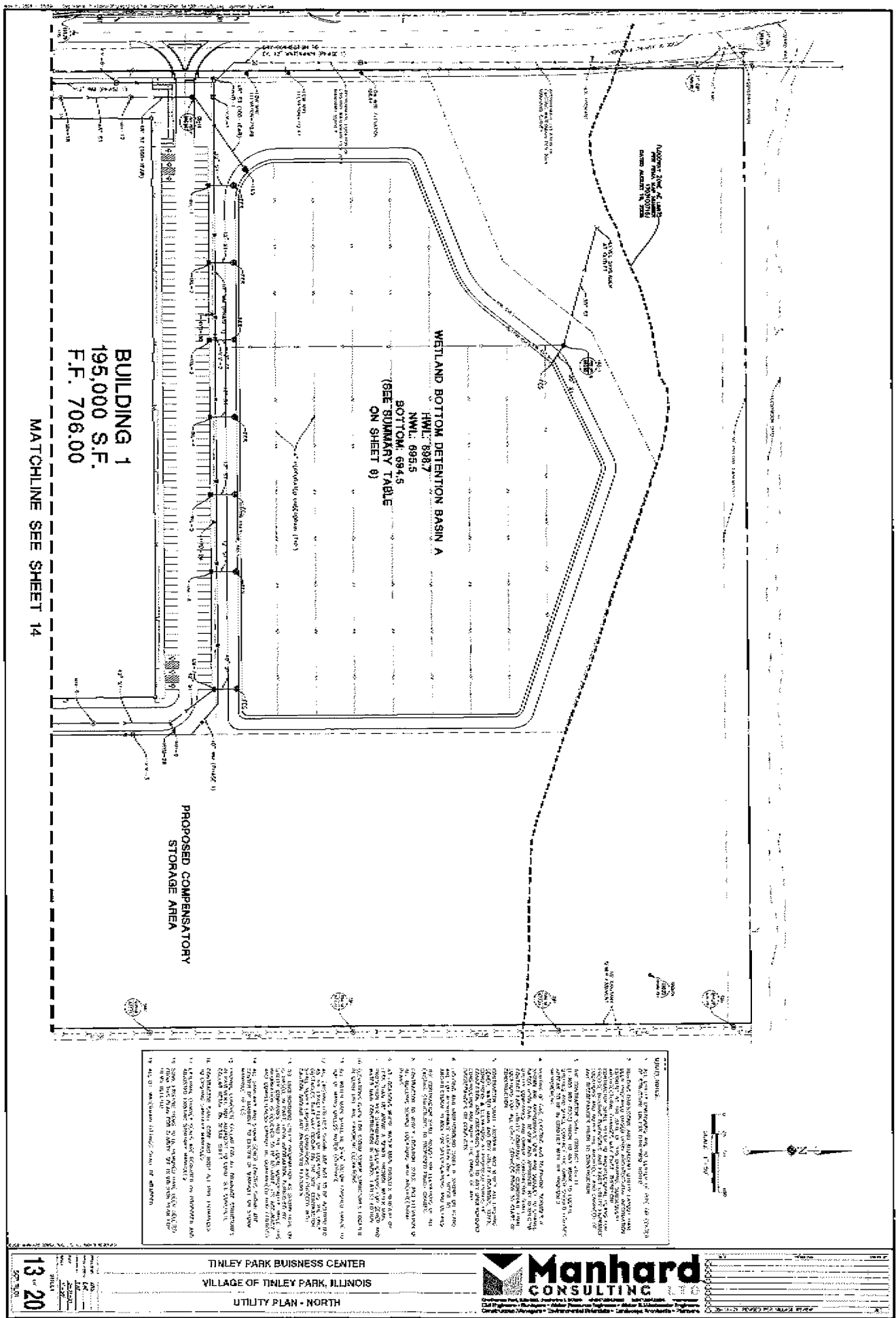


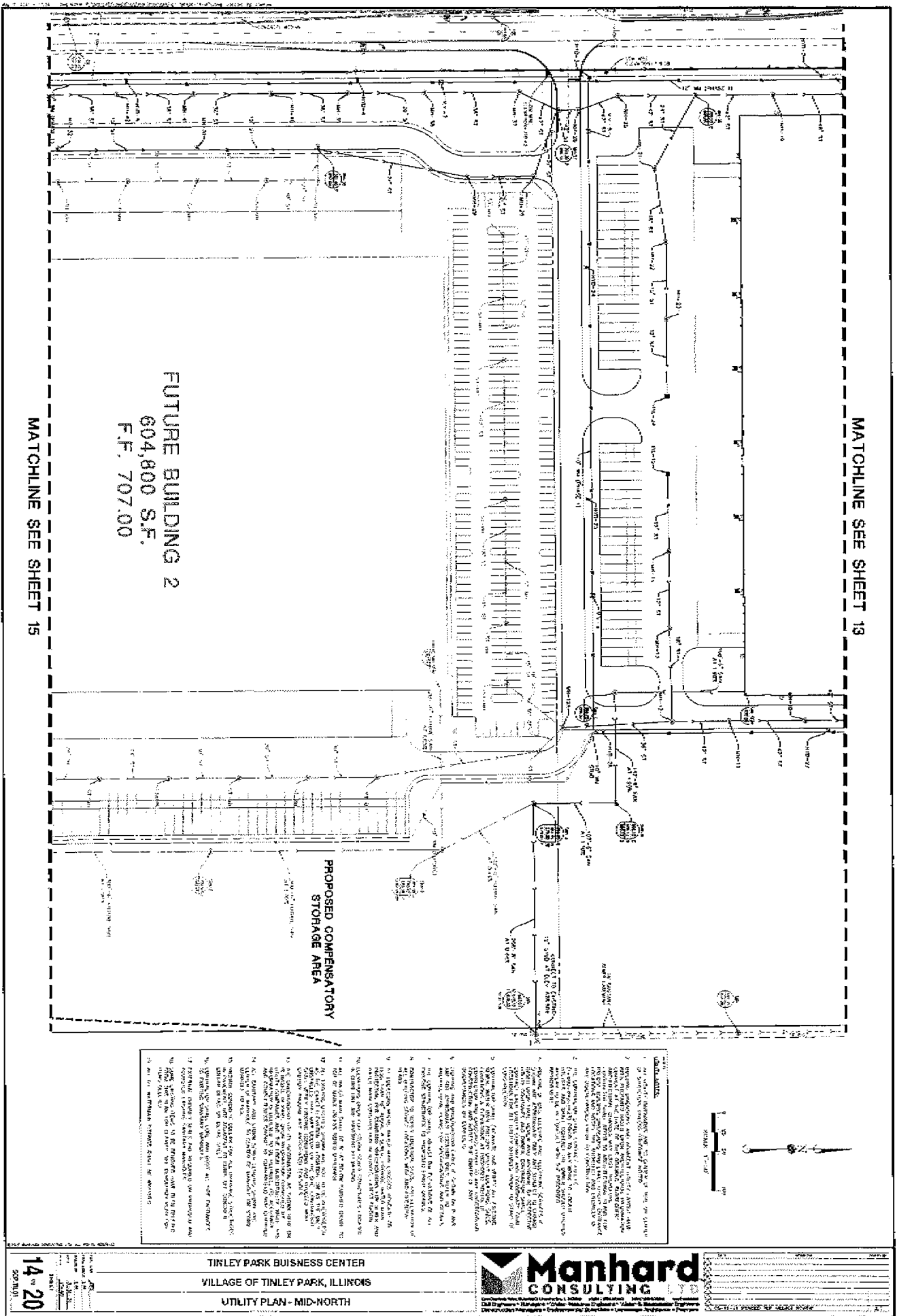






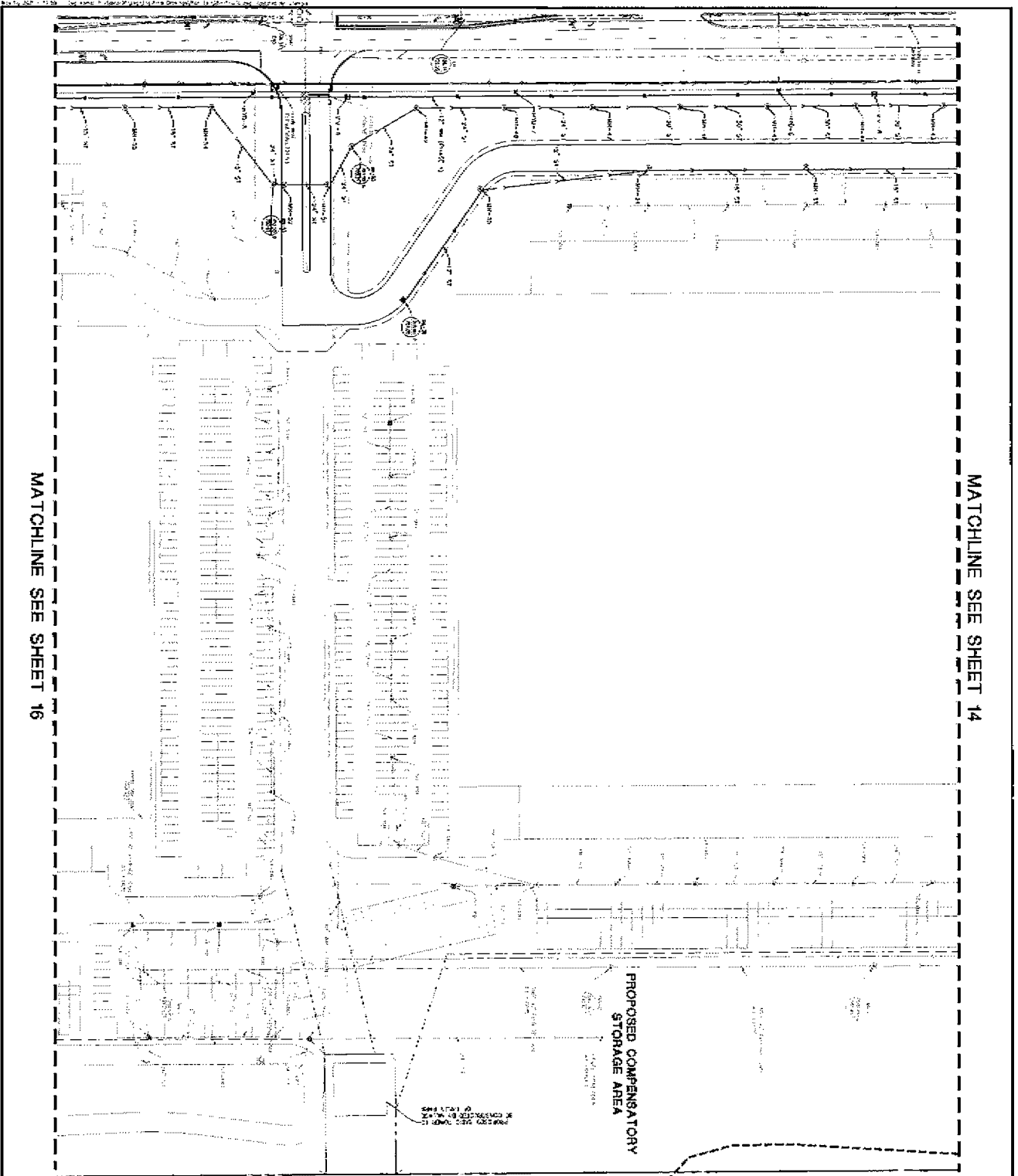
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15. AND TO REJOINING THE EUROPEAN COURT OF JUSTICE





MATCHLINE SEE SHEET 14

MATCHLINE SEE SHEET 16



**PROPOSED COMPENSATORY
STORAGE AREA**

UTILITY NOTES:

1. ALL EXISTING UTILITIES SHOWN ON THIS PLAN ARE BASED ON THE LATEST AVAILABLE RECORDS AND FIELD SURVEY. THE LOCATION, DEPTH, AND SIZE OF UTILITIES ARE NOT GUARANTEED BY THE ENGINEER.
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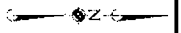
MATCHLINE SEE SHEET 15

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ON SHEET 11)

MATCHLINE SEE SHEET 17

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LEGEND

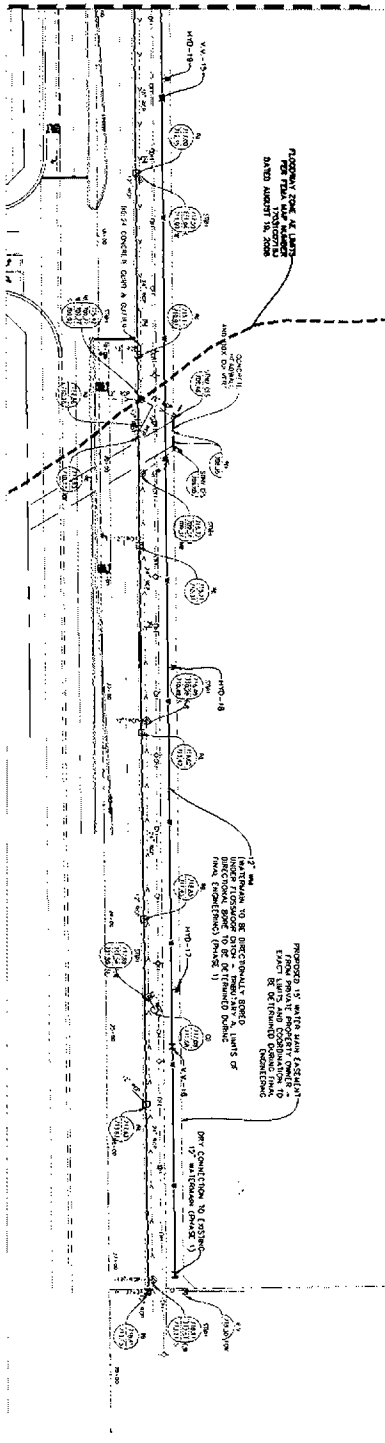
1. ALL UTILITY LOCATIONS ARE TO CENTER OF PIPE OR CENTER OF STRUCTURE UNLESS OTHERWISE NOTED.
2. EXISTING UTILITIES ARE SHOWN WITH DASHED LINES AND NEW UTILITIES ARE SHOWN WITH SOLID LINES.
3. THE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO DEPARTMENT OF PUBLIC WORKS SPECIFICATIONS FOR THE CONSTRUCTION OF UTILITIES.
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TINLEY PARK BUSINESS CENTER
VILLAGE OF TINLEY PARK, ILLINOIS
UTILITY PLAN - SOUTH

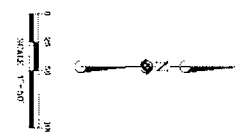


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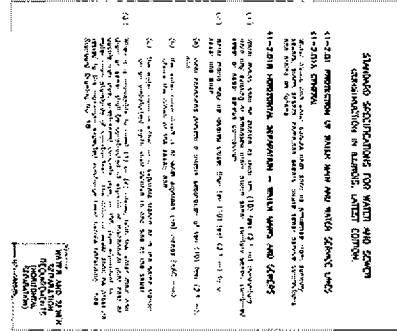
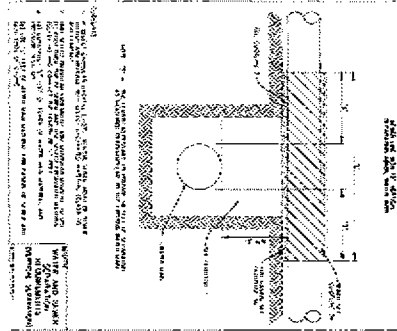
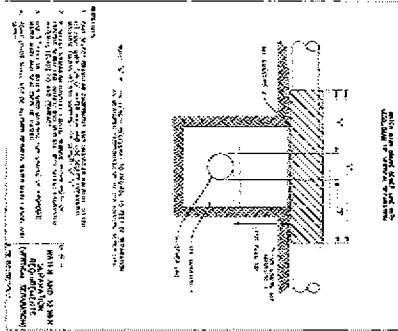
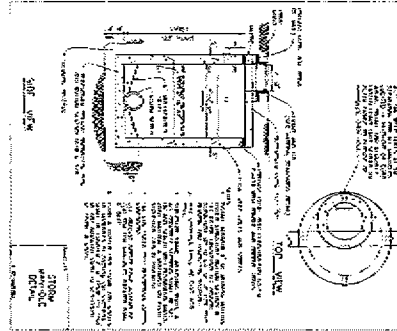
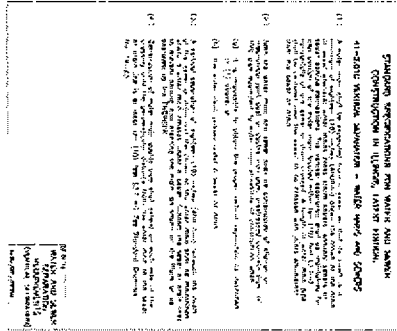
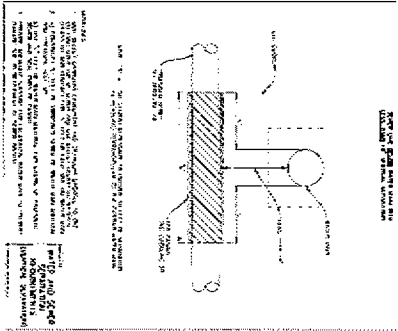
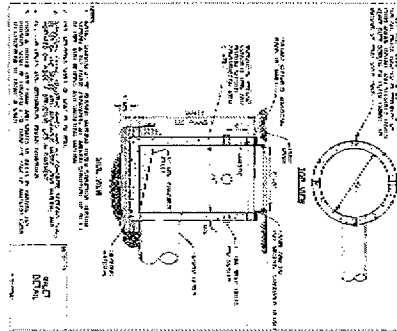
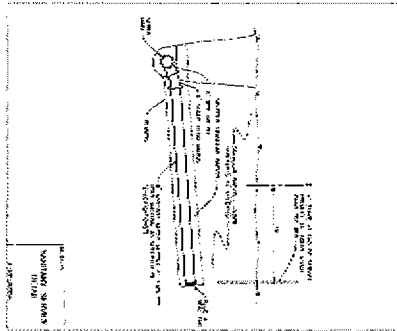
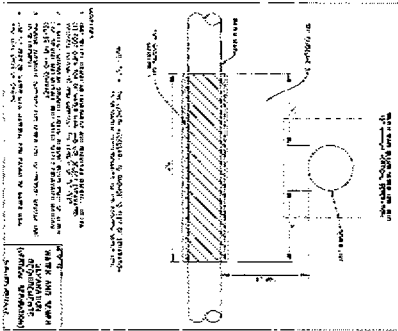
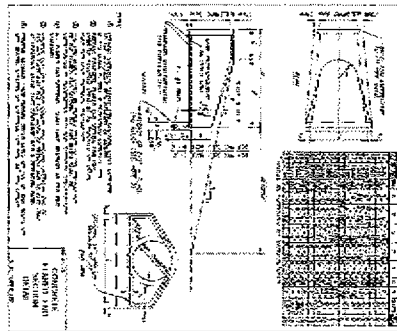
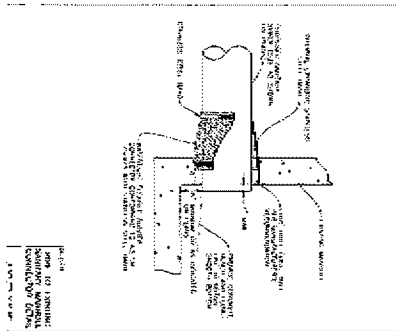
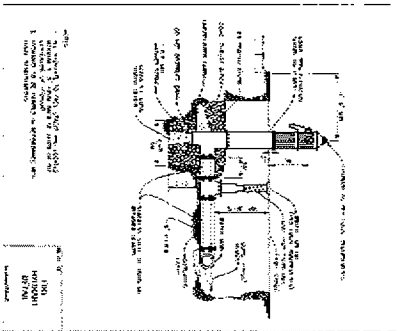
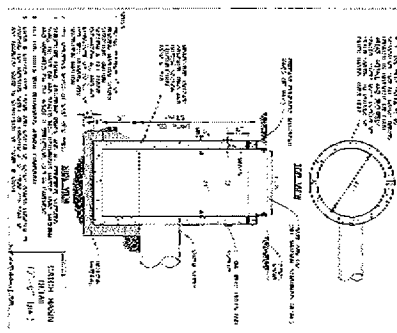
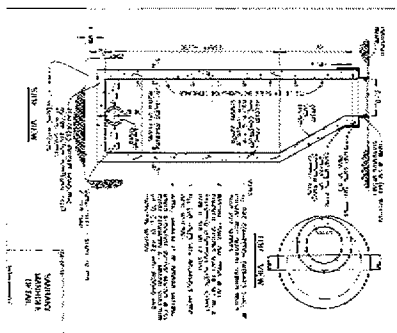
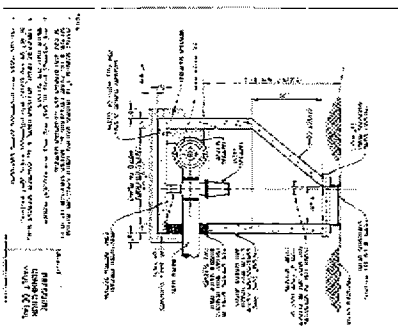


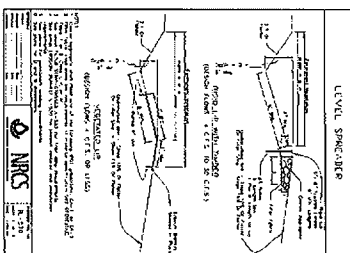
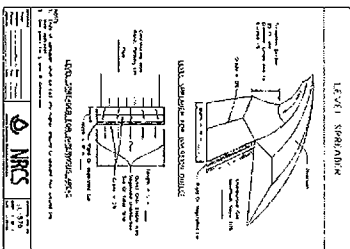
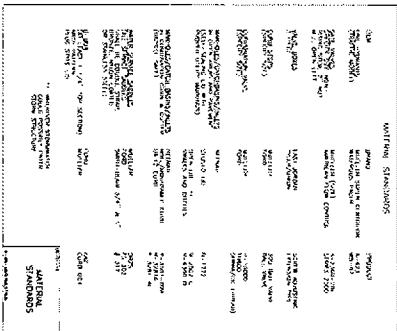
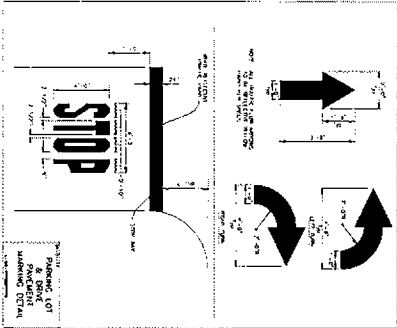
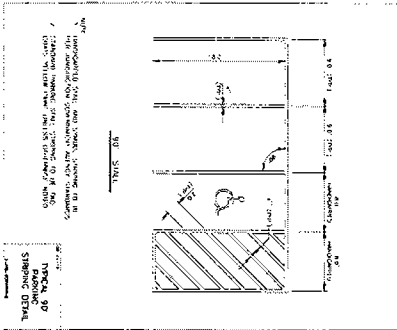
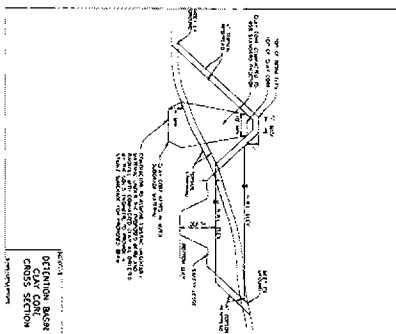
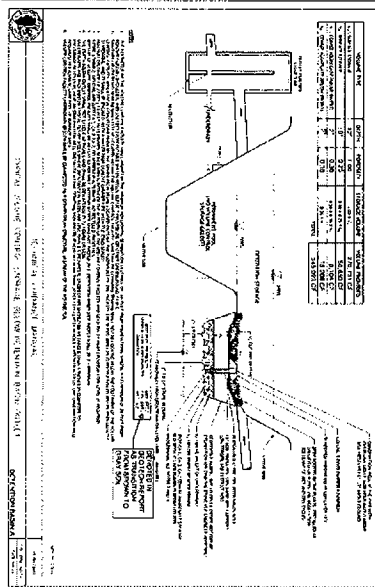
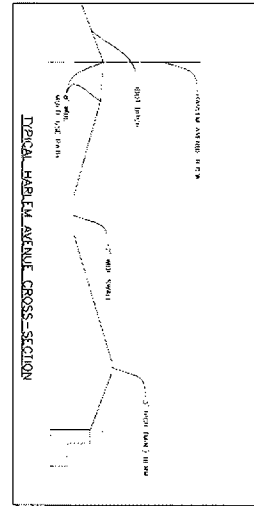
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TINLEY PARK BUSINESS CENTER
VILLAGE OF TINLEY PARK, ILLINOIS
UTILITY PLAN - OFFSITE







NORTH-AMERICAN CONSULTING, LTD.
STANDARD SPECIFICATIONS

DETAILS OF SPECIFICATIONS

॥ श्री गणेशाय नमः ॥

For more information, call 1-800-451-4243 or visit www.4mat.com

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

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**TINLEY PARK BUSINESS CENTER
VILLAGE OF TINLEY PARK, ILLINOIS
CONSTRUCTION SPECIFICATIONS**

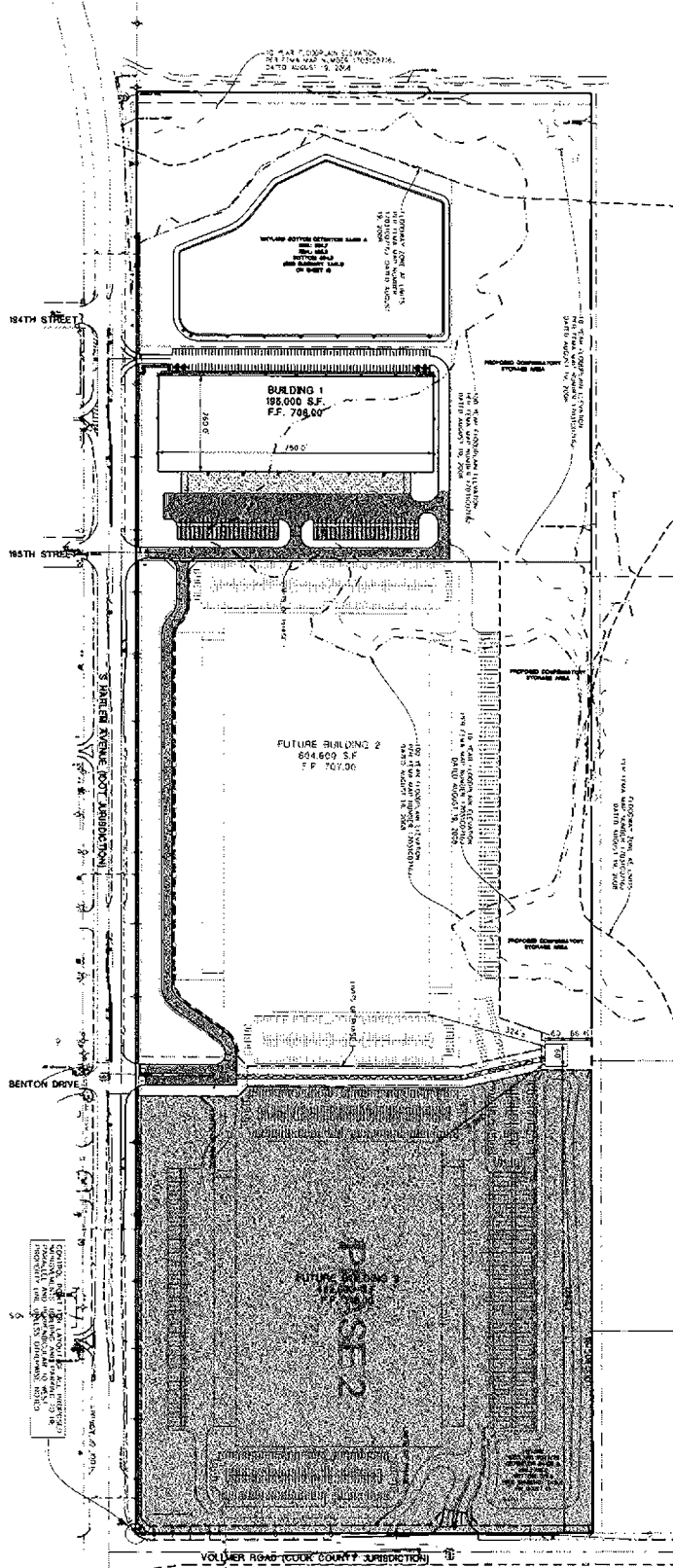


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Exhibit F
Preliminary Plat of Subdivision

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Exhibit G
Work to be Completed per Phase

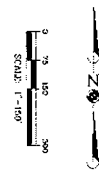
[illegible]

SHE DATA	
SITE AREA	310.94 ACRES
VEHICLE PARKING PROVIDED	152 SPACES
ADA PARKING REQUIRED	6 SPACES
ADA PARKING PROVIDED	6 SPACES
TRAILER PARKING PROVIDED	47 SPACES
PARKING RATIO	0.76 SPACES/1000 SF
FUTURE BUILDING 2 AND 3 PARKING SPACES FOR REFERENCE OF THE OVERALL SITE CONCEPT	

[illegible]

SOCAL LEGEND

- ① not a "good" sign
- ② not a "bad" sign
- ③ unknown sign
- ④ "other" sign

[illegible]

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Exhibit H
List of Required Easements

Easement Type	Lot 1	Lot 2	Lot 3
Watermain (Internal)	Will be shown on Later Plat, before Lot 1 Building Permit)	Will be shown on Later Plat, before Lot 2 Building Permit)	Will be shown on Later Plat, before Lot 3 Building Permit)
Stormwater Management (Detention)	Will be shown on Later Plat, before Lot 1 Building Permit)	Will be shown on Later Plat, before Lot 2 Building Permit)	Will be shown on Later Plat, before Lot 3 Building Permit)
Drainage (storm sewer and overland flow routes serving multiple lots)	Will be shown on Later Plat, before Lot 1 Building Permit)	Will be shown on Later Plat, before Lot 2 Building Permit)	To Be Determined During Later Site Plan & Engineering Review; Condition of Lot 3 Building Permit
Utility	As may or may not be required by utility companies, with Drainage Easement.	As may or may not be required by utility companies, with Drainage Easement.	As may or may not be required by utility companies, with Drainage Easement.

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CONTRACT AND DOCUMENT APPROVAL CHECKLIST

Ordinance/Resolution No: _____

Exhibits Attached: Yes _____ No _____

Contracting Party/Vendor: _____

Contract Contact Info: _____

Bid Opening Date (If applicable): _____

Mylar (Rcvd by Clerk's Office): Y / N – Date Sent for Recording: _____ Date Recorded: _____

Certificates of Insurance Received: Yes _____ No _____

Contract Expiration: Date: _____

Signature of Contracting Party received: Yes _____ Date: _____

Staff Review Date: _____ Approved Via: _____ By: _____

Attorney Review: Date: _____ Approved Via: _____ By: _____

Village Manager Review: Date: _____ Approved Via: _____ By: _____

Committee Review Date: _____ Committee Type: _____

Committee Approval Date: _____ Committee Type: _____

Village Board Meeting: Date: _____

Village Board Approval: Date: _____ Approved: _____ Denied: _____

Notes: