



AGENDA FOR REGULAR MEETING VILLAGE OF TINLEY PARK PLAN COMMISSION

June 19, 2025 – 7:00 P.M.
Council Chambers
Village Hall – 16250 S. Oak Park Avenue

Regular Meeting Called to Order

Pledge of Allegiance

Roll Call Taken

Communications

Approval of Minutes: Minutes of the June 5, 2025 Regular Meeting

ITEM #1 PUBLIC HEARING – D1 TRAINING – 15957 HARLEM AVENUE – SPECIAL USE PERMIT FOR A COMMERCIAL INDOOR RECREATION >3,500 SQ. FT.

Consider recommending that the Village Board grant a Special Use Permit for a Commercial Indoor Recreation use greater than 3,500 square feet in size to the Petitioner, Brian Garrigan, on behalf of Garrigan Capital, Inc. d/b/a D1 Training, in the B-2 PD (Community Shopping, Tinley Park Plaza PUD) Zoning District.

** THE PETITIONER HAS WITHDRAWN THIS REQUEST. **

ITEM #2 PUBLIC HEARING – DOWNTOWN CORE STREETScape MASTER PLAN

Review and provide comments on the proposed 2025 Downtown Streetscape Master Plan. The plan seeks to create a cohesive vision for the public realm and rights-of-way along Oak Park Avenue and adjacent streets. The goal of the streetscape plan is to create an attractive, unique, safe, and walkable environment that supports the existing infrastructure.

** Requested to be continued to the July 17, 2025 meeting. **

ITEM #3 PUBLIC HEARING – TINLEY DOWNES ESTATES (TINLEY DOWNES & TINLEY DOWNES ADDITION SUBDIVISIONS) –SOUTHEASTERLY OF 171ST STREET & 80TH AVENUE – SPECIAL USE TO ESTABLISH A PLANNED UNIT DEVELOPMENT

Consider recommending that the Village Board grant the Village of Tinley Park a new Planned Unit Development to bring the Tinley Downes and Tinley Downes Addition Subdivisions into conformance with the Zoning Ordinance southeasterly of 171st Street & 80th Avenue in the R-2 (Single-Family Residential) Zoning District.

Receive Comments from the Public

Good of the Order

Adjourn Meeting



PLAN COMMISSION STAFF REPORT

June 19, 2025 – Public Hearing

Tinley Downes Estates – Planned Unit Development and Final Plat

SE Corner of 80th Avenue & 171st Street

Petitioner

Michael J. Murphy

Property Location

SE Corner of 80th Avenue
and 171st Street

Zoning

R-2 (Single-Family
Residential)

Approval Sought

Special Use for Planned
Unit Development; Plat
Approval

Project Planner

Michael O. Whalen, AICP



EXECUTIVE SUMMARY

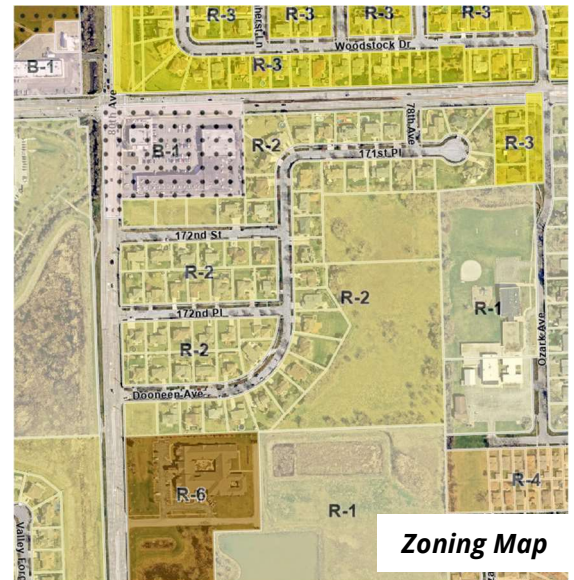
The Tinley Downes neighborhood, comprised of two subdivisions (Tinley Downes Estates and Tinley Downes Addition), was developed during the late 1980s and early 1990s. The neighborhood was zoned R-2 Single-Family Residential upon the annexation of each subdivision. The majority of the lots in the newly annexed subdivisions did not conform to the lot dimensional requirements of the R-2 district at the time, and thus the majority of lots in the neighborhood are nonconforming today.

Additionally, lots 1, 2, and 3 (7942, 7946, and 7950 172nd Street) in the Tinley Downes Addition subdivision were required by an annexation agreement to be dedicated to the Village for a temporary stormwater facility until a regional facility was complete. The annexation agreement stipulated that these three lots would be returned to the developer, the Petitioner Michael J. Murphy, upon the completion of the regional facility to build additional houses. The Petitioner now seeks to replat these lots to construct two single-family detached houses and use the remainder of the land for stormwater management.

By establishing a PUD to include all lots in the Tinley Downes Estates and Tinley Downes Addition subdivisions, the many nonconforming lots in the neighborhood will become conforming, thereby protecting each owners' property rights and guaranteeing that homes may be rebuilt in the event of destruction. The PUD will also enable the resubdivision of lots 1, 2, and 3 into two buildable lots and a stormwater facility.



Location Map



Zoning Map

EXISTING SITE & HISTORY

The “Tinley Downes Estates” and “Tinley Downes Addition” (Tinley Downes) properties are generally located at the southeast corner of the 171st Street and 80th Avenue intersection (see above). The properties within the Tinley Downes Estates subdivision were annexed into the Village in 1987 and the Tinley Downes Addition subdivision was annexed in 1993. There are a total of 31 parcels in the existing Tinley Downes Estates subdivision with 30 single unit detached homes. There are a total of 32 parcels in the existing Tinley Downes Addition subdivision with 29 single unit detached homes. The current houses have been established for well over 20 years and were all built in the 1980s and 1990s.

The purpose of these subdivisions was for the creation of a neighborhood along the main thoroughfare of 80th Avenue. Each respective annexation agreement attached a site plan/plat to the document to act as the plan for the development. Many of the lots were not conforming at the time for an R-2 development but the resolution served as a document to establish their legality. Therefore, no official Planned Unit Development (PUD) was established stating any exceptions to bulk regulations in the zoning ordinance.

Separately, the Tinley Downes Addition Annexation Agreement (Res. 93-R-021) stated Lots 1, 2, and 3 were to be owned by the Village and used for temporary stormwater detention until a larger regional detention facility was complete to the south. In 2017, the detention pond by the Bickford Senior Living development was complete and the land was conveyed back to the original developer (Ord. 2017-O-043). While no PUD was established, the properties were platted for detached housing and have been zoned R-2 Single Family Residential since their original annexation.

ZONING

The properties are located within the R-2 Single Family Residential Zoning District. The table below indicates the surrounding zoning and land uses in the area:

Direction	Zoning	Land Use
North	R-3 Single Family Residential	Detached Housing
East	R-1 Single Family Residential	Easterseals School Detached Housing
	R-2 Single Family Residential	
	R-3 Single Family Residential	
South	R-1 Single Family Residential	Bickford Senior Living Detention
	R-6 Medium Density Residential	
West	R-1 Single Family Residential	Park District Water Park Detention
	B-1 Neighborhood Shopping	

PETITIONER REQUEST – SPECIAL USE FOR PUD & FINAL PLAT

The Petitioner, Michael J. Murphy, owns Lots 1, 2, and 3 of the Tinley Downes Addition subdivision. His original request was to build houses on these lots as intended in the Annexation Agreement. Due to changes in standards for stormwater management by MWRD over the years, the Petitioner has worked with the Village Engineer to determine the viability of building on these parcels. The result is that the owner may build 2 houses and keep another lot for stormwater storage. To do this, the parcels must be replatted to reduce their width to provide enough storage in the area. Therefore, the Petitioner is requesting final plat approval to resubdivide the existing 3 lots into a new layout of 3 lots with easements.

Unfortunately, to accomplish this goal, two (2) of the replatted lots would be below the minimum lot size required in the R-2 Single Family Residential Zoning District. Since the lots are similar in size and width to the existing properties within the development, staff recommends that an official Special Use for a Planned Unit Development be established for all the properties within Tinley Downes. This will permit the proposed final plat to be conforming as well as provide the existing parcels with additional legal coverage ensuring the lots are never considered nonconforming.

NONCONFORMITY EVALUATION

The chart below compares how the existing lot sizes relate to the current R-2 Bulk Regulations in the Zoning Ordinance:

Zoning District	Required Lot Size
R-2 Single Family Residential	13,000 sq. ft.
Existing Lot Sizes	
Total Number of Housing Units	59
Number of Houses Less than 13,000 sq. ft.	43
Percentage below minimum requirement	73%
Average of all lot sizes	13,498 sq. ft.
Average of lots below minimum requirement	12,129 sq. ft.
Smallest Developed Lot	10,902 sq. ft.
Proposed Lot Sizes (for detached housing)	
Lot 2	10,356 sq. ft.
Lot 3	10,370 sq. ft.

While the proposed new lots are smaller than those in the development, they are not significantly different to what is currently developed within the subdivision. A more important note to mention through this analysis is that almost three-fourths of the entire development could be deemed legally nonconforming lots. Without the establishment of the PUD, these lots may have to follow the extra regulations pertaining to nonconforming lots which can be a hindrance for property owners or future buyers.

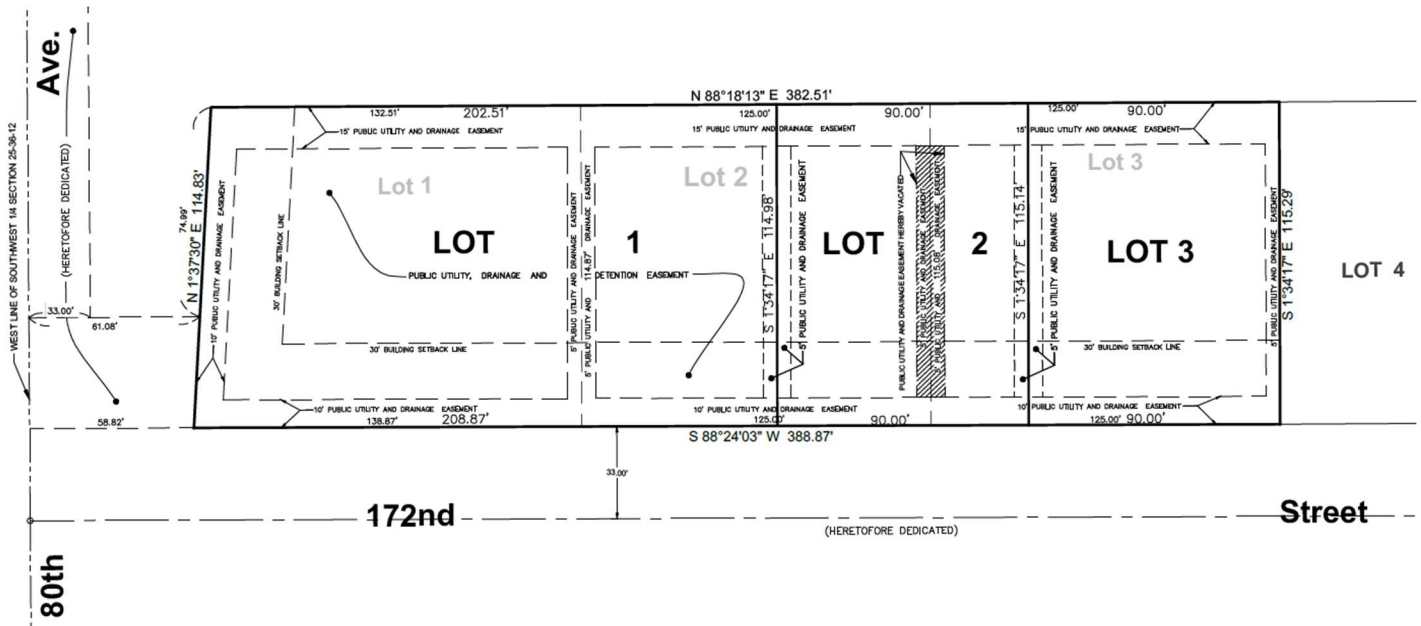
Additionally, the R-2 District has larger requirements for corner lots which require lots to be a width of 115 feet. Staff does not have the plat of survey for each corner lot in this subdivision but utilizing the Village's GIS measuring tools, it is clear a majority of the corner lots are nonconforming to this regulation as well.

PUD AFFECTS ON EXISTING PROPERTY OWNERS

Staff recommends granting a Special Use for a Planned Unit Development for all the properties within Tinley Downes. This will serve as a better legal document and protection for all the lots which are currently nonconforming in the R-2 District. **It will in no way change the land uses, zoning, or lot lines of the existing parcels.** The PUD will state that these are now all conforming lots. Another major benefit of adopting an ordinance stating this is that if a house is destroyed by more than 50% of its market value, it may be built in the same location and the same size.

FINAL PLAT

Separately, the Petitioner is requesting that the replatting of Lots 1, 2, and 3 be adopted into the PUD as the new plan for these undeveloped lots. They are looking to maintain the existing thirty foot (30') setback line established in the neighborhood.



As shown above, the Petitioner is proposing to reduce the widths of Lots 2 and 3 to ninety feet (90') which meets the minimum requirement for the R-2 District. Lot 1 will be expanded to a width of two hundred and eight feet (208') for continuance of stormwater detention. The plan has been reviewed by the Village Engineer and they have stated that proposed layout can work and that stormwater will still mainly be utilized by the regional pond to the south.

STANDARDS FOR A SPECIAL USE

Section X.J.5. of the Zoning Ordinance lists standards that need to be considered by the Plan Commission when analyzing a Special Use request. Staff will provide draft Findings for the Commission's review in the next Staff Report.

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

- a. That the establishment, maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;

The Special Use for a Planned Unit Development will bring existing nonconforming lots into conformance with the Zoning Ordinance and will allow vacant properties to be developed as intended while also providing additional legal rights protection to the owners of nonconforming properties.

- b. That the Special Use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;

The Special Use for a Planned Unit Development will protect property values in the neighborhood by bringing nonconforming lots into conformance with the Zoning Ordinance.

- c. That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;

The Special Use for a Planned Unit Development will enable the development of two additional residential lots as proposed at the time of subdivision.

- d. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided;

There are adequate roadways, utilities, and drainage existing around the site and proposed throughout the new development. The final plans are subject to final engineering review and approval.

- e. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;

There are no proposed changes to any roadways within the proposed Planned Unit Development. The two additional residential lots will be accessed via front-load driveways, similar to all other properties in the neighborhood.

- f. That the Special Use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board pursuant to the recommendation of the Plan Commission. The Village Board shall impose such conditions and restrictions upon the premises benefited by a Special Use Permit as may be necessary to ensure compliance with the above standards, to reduce or minimize the effect of such permit upon other properties in the neighborhood, and to better carry out the general intent of this Ordinance. Failure to comply with such conditions or restrictions shall constitute a violation of this Ordinance; and

All Village Ordinances will be met.

- g. The extent to which the Special Use contributes directly or indirectly to the economic development of the community as a whole.

The Special Use for a Planned Unit Development will protect property values by making nonconforming lots in the neighborhood conform to the Zoning Ordinance.

STANDARDS AND CRITERIA FOR A PLANNED UNIT DEVELOPMENT

Section VII.C. of the Zoning Ordinance lists standards that need to be considered by the Plan Commission for a Planned Unit Development (PUD). The Plan Commission is encouraged to consider these standards (listed below) as well as the Applicant's responses (attached) when analyzing the PUD request. Staff will provide draft Findings for the Commission's review in the next Staff Report.

- 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.
- b. The planned 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.
- c. The uses permitted in the development are necessary or desirable and that the need for such uses has been clearly demonstrated.
- 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.
- e. The proposed development can be substantially completed within the period of time specified in the schedule of development submitted by the developer.
- f. The street system serving the planned 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 development will be adequate to serve the residents or occupants of the proposed development.
- 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.
- 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 development and the Village. All such covenants shall specifically provide for enforcement by the Village of Tinley Park in addition to the land owners within the development.
- 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 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.
- 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.

MOTION TO CONSIDER

If the Plan Commission wishes to act on the Petitioner's requests, the appropriate wording of the motions is listed below. The protocol for the writing of a motion is to write it in the affirmative so that a positive or negative recommendation correlates to the Petitioner's proposal. By making a motion, it does not indicate a specific recommendation in support or against the proposal.

Motion 1 (Special Use for a Planned Unit Development)

"...make a motion to recommend that the Village Board grant a Special Use for a Planned Unit Development for the properties located within the Tinley Downes Estates and Tinley Downes Addition subdivisions, in accordance with all plans/documents submitted and listed herein and adopt the Findings of Fact as proposed in the June 19, 2025 Staff Report subject to the condition that the final approval of all plans is subject to final engineering approval of all plans by the Village Engineer."

Motion 2 (Final Plat)

"...make a motion to recommend that the Village Board grant approval to the Petitioner Michael J Murphy for the resubdivision of Lots 1, 2, and 3 in the Tinley Downes Addition subdivision in accordance with the Final Plat of Subdivision submitted, subject to the condition that the approval is subject to the final review and approval by the Village Engineer and Village Attorney."

LIST OF REVIEWED PLANS

Submitted Sheet Name		Prepared By	Date On Sheet
	Application	Jerry Murphy	4/7/2025
	Narrative	Jerry Murphy	4/16/2025
	Deed and Transfer Letter	Brad Bettenhausen	7/26/2017
	Final Plat	Joseph A. Schudt & Associates	4/28/2025
	Preliminary Engineering	Joseph A. Schudt & Associates	4/30/2025
	Real Estate Transfer Memo	Brad Bettenhausen	6/15/2017
	Resolution 93-R-021	Village Board	



Village of Tinley Park
Community Development Dept.
16250 S. Oak Park Ave.
Tinley Park, IL 60477
708-444-5100

VILLAGE OF TINLEY PARK, ILLINOIS
PLANNING AND ZONING GENERAL APPLICATION

REQUEST INFORMATION

*Additional Information is Required for Specific Requests as Outlined in Specific Addendums

- ☐ Special Use for: _____
- ☐ Planned Unit Development (PUD) ☐ Concept ☐ Preliminary ☐ Final ☐ Deviation
- ☐ Variation ☐ Residential ☐ Commercial for _____
- ☐ Annexation
- ☐ Rezoning (Map Amendment) From _____ to _____
- ☒ Plat (Subdivision, Consolidation, Public Easement) ☐ Preliminary ☒ Final
- ☐ Site Plan
- ☐ Landscape Change Approval
- ☐ Other: _____

PROJECT & PROPERTY INFORMATION

Project Name: Lot 1, 2 & 3 Tinley Downes Addition

Project Description: Modify existing detention to Lot 1 and build Single family homes on Lot 2 & 3

Project Address: 8001 W. 172nd Street Property Index No. (PIN): Lot 1: 27-25-316-001-0000

Zoning District: R-2 Lot Dimensions & Area: 1.018 Acres

Estimated Project Cost: \$

OWNER OF RECORD INFORMATION

Please supply proper documentation of ownership and/or designated representative for any corporation.

Name of Owner: Michael J. Murphy Company: Mallow Construction

Street Address: 11549 Coach Drive City, State & Zip: Mokena, IL 60448

E-Mail Address: mjmcork@gmail.com Phone Number: (708)774-2427

APPLICANT INFORMATION

☐ Same as Owner of Record

All correspondence and invoices will be sent to the applicant. If applicant is different than owner, "Authorized Representative Consent" section must be completed.

Name of Applicant: Jerry Murphy Company: Mallow Construction

Relation To Project: Project Manager; Mike's son

Street Address: 17936 Emily Court City, State & Zip: Tinley Park, IL 60477

E-Mail Address: jmurphy@mallowhomes.com Phone Number: (708)259-7018

VILLAGE OF TINLEY PARK, ILLINOIS
PLANNING AND ZONING GENERAL APPLICATION

Authorized Representative Consent

It is required that the property owner or his designated representative be present at all requests made to the Plan Commission and Zoning Board of Appeals. During the course of a meeting, questions may arise regarding the overall project, the property, property improvements, special conditions attached to recommendations among other aspects of any formal request. The representative present must have knowledge of the property and all aspects of the project. They must have the authority to make commitments related to the project and property. Failure to have the property owner or designated representative present at the public meeting can lead to substantial delays to the project approval. If the owner cannot be present or does not wish to speak at the public meeting, the following statement must be signed by the owner for an authorized representative.

I hereby authorize Jerry Murphy (print clearly) to act on my behalf and advise that they have full authority to act as my/our representative in regards to the subject property and project, including modifying any project or request. I agree to be bound by all terms and agreements made by the designated representative.

Property Owner Signature:

Property Owner Name (Print):

Michael J. Murphy

Michael J. Murphy

Acknowledgements

- Applicant acknowledges, understands and agrees that under Illinois law, the Village President (Mayor), Village Trustees, Village Manager, Corporation Counsel and/or any employee or agent of the Village or any Planning and Zoning Commission member or Chair, does not have the authority to bind or obligate the Village in any way and therefore cannot bind or obligate the Village. Further, Applicant acknowledges, understands and agrees that only formal action (including, but not limited to, motions, resolutions, and ordinances) by the Board of Trustees, properly voting in an open meeting, can obligate the Village or confer any rights or entitlement on the applicant, legal, equitable, or otherwise.
- Members of the Plan Commission, Zoning Board of Appeals, Village Board as well as Village Staff may conduct inspections of subject site(s) as part of the pre-hearing and fact finding review of requests. These individuals are given permission to inspect the property in regards to the request being made.
- Required public notice signs will be obtained and installed by the Petitioner on their property for a minimum of 10 days prior to the public hearing. These may be provided by the Village or may need to be produced by the petitioner.
- The request is accompanied by all addendums and required additional information and all applicable fees are paid before scheduling any public meetings or hearings.
- Applicant verifies that all outstanding fees and monies owed to the Village of Tinley Park have been paid.
- Any applicable recapture, impact, engineering, contracted review or other required fees and donations shall be paid prior to issuance of any building permits, occupancy permits, or business licenses.
- The Owner and Applicant by signing this application certify that the above information and all supporting addendums and documentation is true and correct to the best of their knowledge.

Property Owner Signature:

Property Owner Name (Print):

Applicant Signature:
(If other than Owner)

Applicant's Name (Print):

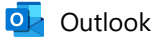
Date:

Michael J. Murphy

Michael J. Murphy

Jeremiah (Jerry) Murphy

April 7th, 2025

**RE: Tinley Downes Estates**

From jmurphy@mallowhomes.com <jmurphy@mallowhomes.com>

Date Wed 4/16/2025 5:08 PM

To Michael Whalen <mwhalen@tinleypark.org>

Cc 'Jerry Murphy, Phone' <jmurphy1973@icloud.com>; mjmcork@gmail.com <mjmcork@gmail.com>; 'Warren Opperman' <Opperman@jaseng.com>; Jason Engberg <jengberg@tinleypark.org>

5 attachments (4 MB)

Property Deed; Lots 1, 2 & 3 Tinley Downes.pdf; Tinley Downes Lots 1-3 Redevelop; March 2025.pdf; Cullen Model Front Elevation.pdf; Cullen Model 1st floor.pdf; Cullen Model 2nd floor.pdf;

External Message Disclaimer

CAUTION: This email originated from outside of Tinley Park. DO NOT click links, open attachments or forward unless you recognize the sender and know the content is safe. Please delete or report suspicious emails to the helpdesk at x5087.

Michael,

The ownership documentation for Lots 1, 2 & 3 Tinley Downes is attached for your review.

The narrative of this project is we originally planned to retain all 3 lots and build 3 single family homes as shown on page 2 of the attached plan. However, our engineer and Tinley Park Public Works have determined that stormwater calculations require the project to keep a detention basin on Lot 1 and to change a stormwater restrictor located at the back of Lot 31 to handle the stormwater. In turn, this will allow us to build 2 single family homes on lot 2 & 3 as shown on page 3 of the attached plan.

So, it is our intent to build single family homes on Lot 2 & 3 in the Tinley Downes subdivision starting with our Cullen Model on Lot 3. I built this Cullen Model several years ago at 17115 Oriole Ave in Tinley Park. It is a 2,700 square foot 2 story with 4 bedrooms, 2-1/2 baths, a full basement & a 3-car garage. The house plan for Lot 2 has not been decided yet, but it will be similar to our Cullen Model in regard to square footage size of the home with a 3-car garage as well as architectural standards of a minimum 7/12 roof pitch, brick 1st floor, LP siding & shake features on the 2nd floor, architectural roof shingles, etc.

Also, we will build the detention area on Lot 1 as outlined on the plans as well as the other outlined modifications to the stormwater sewer, sanitary sewer, water supply & b-boxes as well as ComEd & Nicor supplies to the 2 new homes.

Please let me know if you need anything else from me or have any questions.

Thank you,

QUIT CLAIM DEED

ILLINOIS STATUTORY



Doc# 1728546318 Fee \$42.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

AFFIDAVIT FEE: \$2.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/12/2017 12:11 PM PG: 1 OF 3

The GRANTOR, the VILLAGE OF TINLEY PARK, an Illinois municipal corporation of the Counties of Cook and Will, State of Illinois, for and in consideration of Ten Dollars and no/100 (\$10.00) and other good and valuable consideration in hand paid, CONVEYS and QUIT CLAIMS to the GRANTEEES, MICHAEL MURPHY and MARGARET MURPHY, of the County of Will, State of Illinois, not as joint tenants or tenants in common but as TENANTS BY THE ENTIRETY, all interest in the following described real estate situated in the County of Cook, State of Illinois, to wit:

LOTS 1, 2, AND 3 IN TINLEY DOWNES ADDITION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel Index Numbers: 27-25-316-001-0000, 27-25-316-002-0000, 27-25-316-003-0000

Commonly known as: 7950, 7946, and 7942 172nd Street, Tinley Park, IL 60477

THIS IS NOT HOMESTEAD PROPERTY

Dated this 26th day of July, 2017.

GRANTOR:

Village of Tinley Park, Illinois

By: [Signature]

Its: Treasurer

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT personally known to me to be the same person whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 26th day July, 2017.

Ava M. Brescia
(Notary Public)



Exempt under 35 ILCS 200/31-45(e)
of the Real Estate Transfer Act

Date: 26 July 2017
Brad L. Bettenhausen
Signature of Grantor or Representative

Prepared by:
Patrick G. Connelly
Peterson Johnson & Murray, LLC
200 W. Adams, Suite 2125
Chicago, Illinois 60606

Mail Recorded Document to:
Brad L. Bettenhausen
Village of Tinley Park
16250 S. Oak Park Ave.
Tinley Park, Illinois 60477

Name & Address of Taxpayer:
Michael and Margaret Murphy
11509 Coach Drive
Mokena, Illinois 60448

STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Date: 10-10, 2017.

Signature: *D. Ward Ogden, atty*
Grantor or Agent

Subscribed and sworn to before me by the said Grantor
this 10th day of October 2017.

Mary S. Corr
Notary Public



The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated: 10-10, 2017.

Signature: *D. Ward Ogden, atty*
Grantee or Agent

Subscribed and sworn to before me by the said Grantee
this 10th day of October 2017.

Mary S. Corr
Notary Public



NOTE: Any person who knowingly submits a sales statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of Class A misdemeanor for subsequent offenses.



26 July 2017

Village President
Jacob C. Vandenberg

Village Clerk
Kristin A. Thirion

Village Trustees
Brian H. Younker
Michael J. Pannitto
Cynthia A. Berg
William P. Brady
Michael W. Glotz
Michael J. Mangin

Village Hall
16250 S. Oak Park Ave.
Tinley Park, IL 60477

Administration
(708) 444-5000
Fax: (708) 444-5099

Community Development
(708) 444-5100
Fax: (708) 444-5199

Public Works
(708) 444-5500

Police Department
7850 W. 183rd St.
Tinley Park, IL 60477
(708) 444-5300/Non-emergency
Fax: (708) 444-5399

John T. Dunn
Public Safety Building
17355 S. 68th Court
Tinley Park, IL 60477

Fire Department & Prevention
(708) 444-5200/Non-emergency
Fax: (708) 444-5299

EMA
(708) 444-5600
Fax: (708) 444-5699

Senior Community Center
(708) 444-5150

www.tinleypark.org



Michael Murphy
11509 Coach Dr
Mokena, IL 60448

RE: 7950, 7946, and 7942 172nd Street, Tinley Park, IL
Lots 1, 2, and 3 Tinley Downes Addition
PINS 27-25-316-001, 27-25-316-002, 27-25-316-003

As you are aware, the temporary detention pond in the Tinley Downes Addition was required until the regional "G-1" pond was constructed. That pond has now been completed as part of the Bickford Senior Living development.

The deed for the three lots comprising this temporary detention is enclosed. Please have it recorded with the Cook County Recorder of Deeds at your earliest convenience.

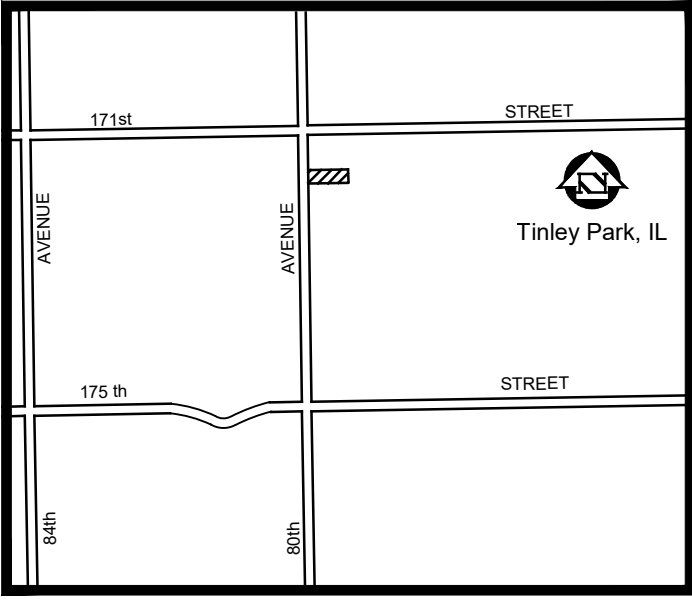
Before this lot can be developed with a residential dwelling units, you must construct the storm sewer to join the current pond inlet with the outlet so that the upstream stormwater can continue to flow to the new "G-1" pond. A utility easement for the benefit of the Village of Tinley Park covering the location of this storm sewer within the lot is recommended so that we may access the sewer if needed for future maintenance.

Please contact Jennifer Prinz at Robinson Engineering for further information and guidance regarding the "decommissioning" of this temporary detention pond as part of your redevelopment.

Should you have any questions, please do not hesitate to contact.

Brad L. Bettenhausen
Village Treasurer

enclosure



VICINITY MAP

(NOT TO SCALE)

INDICATES SITE LOCATION

Easement Provisions

An easement for serving the subdivision and other property with electric and communications service is hereby reserved for and granted to: The Village of Tinley Park, Illinois,

A.T. & T Telephone Company
ComEd Electric Company
and the
Authorized C.A.T.V. Franchise

their respective successors and assigns, jointly and severally, to install, operate, maintain and remove, from time to time, facilities used in connection with underground transmission and distribution of electricity and sounds and signals in, under, across, along and upon the surface of the property shown within the dashed lines on the plat and marked "Public Utility and Drainage Easement", the property designated in the Declaration of Condominium and/or on this plat as "Common Elements", and the property designated on the plat as "Common area or areas", and the property designated on the plat for streets and alleys, whether public or private, together with the right to install required service connections under the surface of each lot and common area or areas to serve improvements thereon, or on adjacent lots, and common area or areas, the right to cut, trim or remove trees, bushes and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. Obstructions shall not be placed over grantees' facilities or in, upon or over the property within the dashed lines marked "Public Utility and Drainage Easement" without the prior written consent of grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof. The term "Common Elements" shall have that meaning set forth for such term in Section 2(e) of "An act in relation to condominiums" (Illinois Revised Statutes, Ch. 30, par. 302(e)), as amended from time to time. The term "common area or areas" is defined as a lot, parcel or area of real property, the beneficial use and enjoyment of which is reserved in whole as an appurtenance to the separately owned lots, parcels or areas within the planned development, even though such areas may be otherwise designated on the plat by terms such as, "outlots", "common elements", "open space", "open area", "common ground", "parking and common area". The terms "common area or areas" and "Common Elements" includes real property surfaced with interior driveways and walkways, but excludes real property physically occupied by a building, Service Business District or structures such as a pool or retention pond, or mechanical equipment. Relocation of facilities will be done by Grantees at cost of Grantor/Lot Owner, upon written request.

MUNICIPAL UTILITY EASEMENTS

Non-exclusive, perpetual easements are hereby reserved for and granted to the Village of Tinley Park, Illinois, its successors and assigns over all areas marked "Public Utility and Drainage Easement" and "Drainage and Detention Easement" on the Plat for the perpetual right, privilege and authority to construct, reconstruct, install, remove, repair, inspect, maintain, and operate overland drainage services and storm water volume control routes, storm and/or sanitary sewers and services, and water mains and services, together with any and all necessary manholes, catch basins, connections, appliances and other structures and appurtenances as may be deemed necessary by said Village in, over, upon, along, under and through said indicated easement, together with right of access across and upon the property for necessary personnel and equipment to do any of the above work. The right is also granted to cut down and trim or remove any fences, temporary structures, trees, shrubs, roots or other plants and appurtenances without obligation to restore or replace and without need for providing compensation therefore on the easement that interfere with the operation of the sewers, mains, and services provided. No permanent buildings, structures or other obstructions shall be placed on said easements without the prior written consent of the Village, but same may be used at the risk of the owner for gardens, shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid uses or rights. Where an easement is used for both sewer and other utilities, the other utility installation shall be subject to the ordinances of the Village of Tinley Park and to Village approval as to design and location.

An easement is hereby reserved for and granted to

Ni-COR Gas Company

its respective successors and assigns ("Ni-COR") to install, operate, maintain, repair, replace and remove, facilities used in connection with the transmission and distribution of natural gas in, over, under, across, along and upon the surface of the property shown on this plat marked "Public Utility and Drainage Easement," "Common Area or Areas" and streets and alleys, whether public or private, and the property designated in the Declaration of Condominium and/or on this plat as "Common Elements," together with the right to install required service connections over or under the surface of each lot and Common Area or Areas to serve improvements thereon, or on adjacent lots, and Common Area or Areas, and to serve other property, adjacent or otherwise, and the right to remove obstructions, including but not limited to, trees, bushes, roots and fences, as may be reasonably required incident to the rights herein given, and the right to enter upon the property for all such purposes. Obstructions shall not be placed over Ni-COR facilities or in, upon or over the property identified on this plat for utility purposes without the prior written consent of Ni-COR. After installation of any such facilities, the grade of the property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof. The term "Common Elements" shall have that meaning set forth for such term in Section 605(2)(e) of the "Condominium Property Act" (Illinois Compiled Statutes, Ch. 765, Sec. 605(2)(e)) as amended from time to time. The term "Common Area or Areas" is defined as a lot, parcel or area of real property, including real property surfaced with interior driveways and walkways, the beneficial use and enjoyment of which is reserved in whole as an appurtenance to the separately owned lots, parcels or areas within the property, even though such areas may be designated on this plat by other terms.

OWNERS CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } SS

WE, MICHAEL MURPHY AND MARGARET MURPHY, AS TENANTS BY THE ENTIRETY, DO HEREBY CERTIFY THAT WE ARE THE OWNERS AND HOLDERS OF RECORD TITLE TO THE ABOVE DESCRIBED PROPERTY AND THAT, AS SUCH OWNERS WE HAVE CAUSED THE ABOVE TO BE SURVEYED AND RESUBDIVIDED AS SHOWN ON THE HEREON DRAWN PLAT AS OUR OWN FREE AND VOLUNTARY ACT AND DEED.

DATED THIS _____ DAY OF _____, A.D. 2025.

BY: _____ BY: _____
OWNER OWNER

NOTARY PUBLIC

STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT MICHAEL MURPHY AND MARGARET MURPHY, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES AREA SUBSCRIBED TO THE ABOVE CERTIFICATE APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED THE ABOVE CERTIFICATE AS THEIR OWN FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, A.D. 2025.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

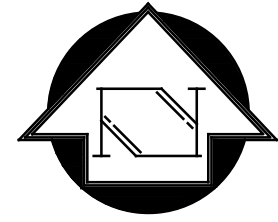
RESUBDIVISION OF LOTS 1, 2, AND 3 IN TINLEY DOWNES ADDITION

BEING A RESUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY CONTAINS: 44,344 SQ. FT. (1.018 ACRES), MORE OR LESS.

P.I.N.'S 27-25-316-001-0000, 27-25-316-002-0000, 27-25-316-003-0000

COMMON ADDRESS: 7950, 7946 AND 7942 172nd STREET, TINLEY PARK, IL 60477

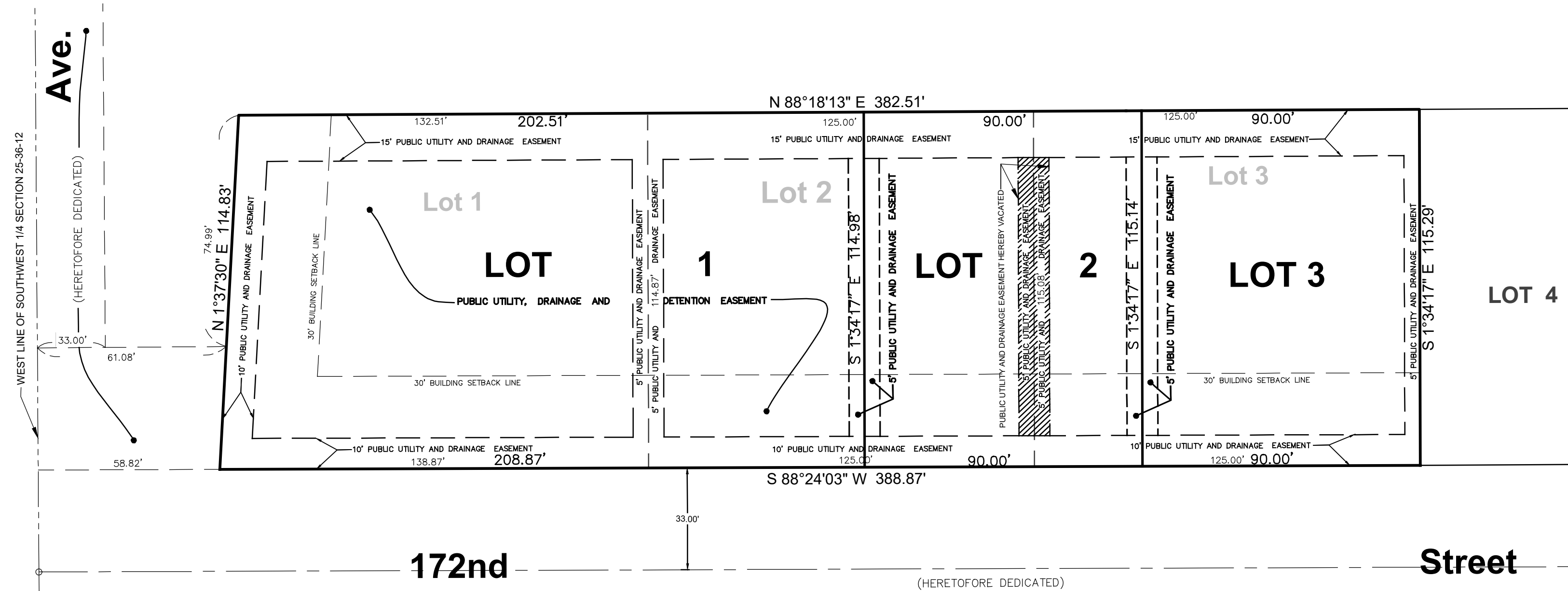


GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

LOT AREA TABLE	
LOT 1	23,618 S.F.
LOT 2	10,356 S.F.
LOT 3	10,370 S.F.



DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK) SS

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH RESUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISIONS HAVE BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATER INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS THE RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS _____ DAY OF _____, A.D. 2025.

REGISTERED PROFESSIONAL ENGINEER

OWNER OR ATTORNEY

SURVEYORS CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF WILL } SS

THIS IS TO CERTIFY THAT I, D. WARREN OPPERMAN, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3152, HAVE SURVEYED AND RESUBDIVIDED THE ABOVE DESCRIBED PROPERTY AND FURTHER DESCRIBED AS FOLLOWS:

LOTS 1, 2, AND 3 IN TINLEY DOWNES ADDITION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY CONTAINS: 44,344 SQ. FT. (1.018 ACRES), MORE OR LESS.

LOT CORNER MONUMENTS TO BE SET UPON CONSTRUCTION COMPLETION.

BASIS OF BEARING IS ASSUMED.

I FURTHER CERTIFY THAT I HAVE RESUBDIVIDED THE SAME INTO LOTS AS SHOWN. THIS PLAT CORRECTLY REPRESENTS SAID SURVEY. MONUMENTS SHOWN ARE IN PLACE AS LOCATED. DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

THIS IS TO CERTIFY THAT WE HAVE EXAMINED FIRM MAP NUMBER 17031C0708 J EFFECTIVE DATE AUGUST 19, 2008, AS ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR COOK COUNTY, WITH REFERENCE TO THE ABOVE NAMED TRACT, BY ELEVATION, AND FIND THE PROPERTY TO BE IN ZONE X (NO SHADING) WHICH IS AN AREA DETERMINED TO BE AREA OF MINIMAL FLOOD HAZARD. THIS STATEMENT IS FOR FLOOD INSURANCE PURPOSES ONLY AND DOES NOT NECESSARILY INDICATE ALL AREAS SUBJECT TO FLOODING.

DATED: _____, A.D. 2025.

ENGINEER & SURVEYOR: JOSEPH A. SCHUDT & ASSOCIATES (184-001172)
9455 ENTERPRISE DRIVE
MOKENA, IL 60448
1-708-720-1000

BY: _____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3152 (EXP. 11-30-26)



SCHOOL DISTRICT CERTIFICATE

THIS IS TO CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, WE, THE ABOVE, AS OWNERS OF THE PROPERTY HEREIN DESCRIBED IN THE SURVEYOR'S CERTIFICATE, WHICH WILL BE KNOWN AS RESUBDIVISION OF LOTS 1, 2, AND 3 IN TINLEY DOWNES ADDITION IS LOCATED WITHIN THE BOUNDARIES OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 140, HIGH SCHOOL DISTRICT 230, AND MORAIN VALLEY COMMUNITY COLLEGE DISTRICT 524, IN COOK COUNTY, ILLINOIS.

DATED THIS _____ DAY OF _____, A.D. 2025.

BY: _____

TITLE: _____

PLAN COMMISSION

APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF TINLEY PARK, COOK COUNTY, ILLINOIS, AT A MEETING HELD ON THE _____ DAY OF _____, A.D. 2025.

BY: _____
CHAIRMAN

BOARD OF TRUSTEES

APPROVED AND ACCEPTED THIS _____ DAY OF _____, A.D. 2025, BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK COUNTY, ILLINOIS.

BY: _____
PRESIDENT

ATTEST: _____
VILLAGE CLERK

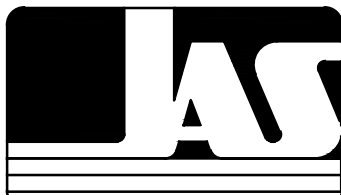
AFTER RECORDING, RETURN PLAT TO:

VILLAGE OF TINLEY PARK
C/O VILLAGE CLERK
16250 OAK PARK AVENUE
TINLEY PARK, IL 60477

MAIL FUTURE TAX BILLS TO:

MICHAEL AND MARGARET MURPHY
11509 COACH DRIVE
MOKENA, IL 60448

PREPARED BY



Joseph A. Schudt & Associates

9455 ENTERPRISE DRIVE MOKENA, IL 60448
PHONE: 708-720-1000 FAX: 708-720-1065
e-mail: survey@jaseng.com http://www.jaseng.com

CIVIL ENGINEERING LAND SURVEYING ENVIRONMENTAL LAND PLANNING GPS SERVICES

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JOSEPH A. SCHUDT & ASSOCIATES
ALL RIGHTS RESERVED
Any use or reproduction of this document or the attached drawings, or the use of the design approach ideas or Concepts described in this document and the attached drawings, in whole or in part by any means whatsoever is strictly prohibited except with written consent of JOSEPH A. SCHUDT & ASSOCIATES

GENERAL NOTES

1. The Village of Tinley Park - Public Works (Telephone 1-708-444-5500), MWRD Field Office Phone Number (Telephone 1-708-588-4055), and Joseph A. Schudt & Associates (Telephone 1-708-720-1000), must be notified 2 working days prior to commencement of work.
2. Elevation is U.S.G.S. Datum. (NAVD 88)
3. All floor drains shall discharge to the sanitary sewer.
4. All downspouts and footing drains shall discharge to the storm sewer.
5. All sanitary sewer construction requires stone bedding 1/4 inch to 1 inch in size, with a minimum thickness equal to 1/4 the outside diameter of the sewer pipe, but not less than 4 inches, nor greater than eight inches. Bedding material shall be CA-7 and shall be extended at least 12 inches above top of pipe when using PVC pipe.
6. Any connections of dissimilar pipes shall be done in a manhole/structure, unless it is a service line, which will require a solvent style PVC saddle tee. Any service tie-ins close to a manhole/structure shall connect to the manhole/structure.
7. When connecting to an existing sewer main by means other than an existing vye, tee, or an existing manhole, one of the following methods shall be used:
- a. Remove an entire section of pipe (breaking only the top of the bell) and replace with a vye or tee branch section.
- b. With pipe cutter, neatly and accurately cut out desired length of pipe for insertion of proper fitting, using "Band-Seal" or similar couplings to hold it firmly in place.
8. Wherever a sewer crosses under a watermain, the minimum vertical distance from the top of the sewer to the watermain shall be 18 inches. Furthermore, a minimum horizontal distance of 10 feet between storm and/or sanitary and watermains shall be maintained unless: the sewer is laid in a separate trench, keeping a minimum 18 inch vertical separation; or the sewer is laid in the same trench with the watermain located at the opposite side on a bench of undisturbed earth, keeping a minimum 18 inch vertical separation. If either the vertical or horizontal distances described above cannot be maintained, or the sewer crosses above the watermain, then, for a distance of 10 feet on either side of the watermain, the sewer pipe shall be PVC pressure pipe material or the watermain shall be constructed in a watertight casing.
9. Contractor shall send watermain pipe uniformly under sewers without using fittings providing that joint deflection does not exceed 5 degrees per joint for pipe under 12 inches in size and 3 degrees per joint for pipe 14 inches and over in size. All crossing (including services) shall have a minimum of 18 inches of clearance and should extend 10 feet each side of the center of the crossing.
10. All sanitary manholes shall have a minimum inside diameter of 48 inches. Manhole steps shall be 16" min. wide plastic w/continuous 1/2 steel reinforcement, M.A. Industries or equal.
11. All sanitary sewer, storm sewer, and water system construction shall conform to the "Standard Specifications for Water and Sewer Main Construction in Illinois", current Edition.
12. All paving and related improvements shall be constructed in accordance with the Illinois Department of Transportation, "Standard Specifications for Road and Bridge Construction in Illinois", current Edition.
13. All trenches caused by the construction of sewers, watermains, water service pipes, and in excavation around catch basins, manholes, inlets, and other appurtenances which occur within the limits of, or within 2 feet of existing or proposed pavements, sidewalks, and curb and gutters shall be backfilled with trench backfill. Trench backfill shall be CA-6 material to subgrade and shall be mechanically compacted in 12" lifts.
14. 12", 10" & 8" diameter sanitary sewer pipe and fittings shall be PVC pipe, SDR 26 (ASTM D-3034) with flexible elastomeric (O-ring) gaskets (ASTM D-3212), unless otherwise noted. Where sanitary service crosses below watermain with less than 18 inches of separation, or where indicated elsewhere on plans, sanitary sewer pipe shall be PVC watermain quality pipe (ASTM D-2241) with gasket joints (ASTM D-2672 or ASTM D-3139). Sanitary sewers shall be air tested, mandrel tested, and televised. Sanitary sewer manholes shall be provided with external chimney seals (Cretex or equal). All Sanitary Manholes shall be provided with mac wrap at barrel section joints. Sanitary sewer manholes shall be air tested in accordance with ASTM C-1244-93, Standard Test Method for Concrete Sewer Manholes by Negative Air Pressure (Vacuum) Test.
15. Watermain shall be ductile iron, Class 52 (AWWA C-151) with cement lining (AWWA C-104) and hydraulic resistant gaskets (AWWA C-110) with brass wedges for electrical continuity. Ductile iron watermain shall be provided with polyethylene encasement (AWWA C-105). All watermain fittings, valves, and hydrants shall have stainless steel bolts and shall be secured using Meg-A-Lug restrained joints. Thrust blocking shall also be provided, with precast blocking permitted. Watermain shall be pressure tested at 150psi for two hours with zero pressure loss. A disinfection test shall be completed using an initial chlorine concentration of 50 mg/l and a minimum residual concentration of 25 mg/l after 24 hours. All work shall comply with Village of Tinley Park standards.
16. Watermains and lot services shall be a minimum of 5'-6" below finished ground surface.
17. a. All storm sewer must be reinforced concrete pipe in paved areas.
b. All reinforced concrete pipe shall be ASTM C76 CL IV.
c. Sump pump discharge piping shall be PVC Schedule 40.
d. All flexible storm sewer pipe must be televised for final inspection.
18. Where storm sewers cross over the tops of watermains and are designated as "LHP" type, they shall be reinforced concrete low head pressure pipe (ASTM C-361-75). Alternately, proper watermain protection per note (8.) shall be provided.
19. All bends in the watermain of 10 degrees or greater shall be installed with restrained joints (Meg-A-Lug or equal). Restrained joints (Meg-A-Lug or equal) shall be used within three pipe lengths of a fitting. Thrust blocking is required at all bends.
20. All rims and inverts of existing sanitary and storm sewer shall be field verified prior to the start of construction, and any discrepancies between the plan and existing elevations shall be reported to the Engineer immediately.
21. All coordinates refer to back of curb, centerline of manhole, pipe, or structure, or as shown.
22. All curb radii refer to back of curb. Lane dimensions refer to face of curb or edge of pavement.
23. The Contractor shall subscribe to all governing regulations and shall obtain all necessary public agency permits.
24. Field check all dimensions, coordinates, and elevations before proceeding with new work. Notify the Engineer of any discrepancies immediately.
25. The Contractor shall provide for the safe and orderly passage of traffic and pedestrians where his operations abut public thoroughfares and adjacent property.
26. Construction access points to the site shall be protected in such a way as to prevent tracking of mud or soil onto public thoroughfares. At the end of each day, the Contractor shall clean up all mud or soil which has been tracked onto public streets or as required by the Village of Tinley Park.
27. Street paving and curbs to remain shall be protected from damage and, if damaged, shall be replaced promptly to meet Village of Tinley Park Standard Specifications in materials and workmanship.
28. Prior to new work, the Contractor shall verify the location and elevation of existing utility lines and structures to be connected to proposed work. Discrepancies shall be reported to the Engineer immediately.
29. All sediment will be prevented from entering any existing storm drainage systems by the use of hay bales, interceptor dikes or other approved functional methods. The Contractor shall be responsible for removing sediment resulting from this project from storm sewers and drainage structures.
30. All utility connections to existing lines shall be constructed in accordance with the regulations of the utility owner and to the satisfaction of the utility owner.
31. All work shall be in accordance with the specifications for the Village of Tinley Park.
32. New watermain valves, including pressure tap valves, adjacent to an existing watermain, and existing watermain valves shall only be operated by the Village of Tinley Park, Department of Public Works personnel with a 48-hour notice (Monday-Friday).
33. Any existing utility structures requiring adjustment are to be adjusted (up to 8" total adjustment allowed with a maximum of 2 rubber adjusting rings) or to be constructed by the contractor to the utility owner's satisfaction. Adjustments or reconstructions not called for on the plans shall be considered incidental to the contract. A total of no more than 8 and no less than 4 inches of adjusting rings shall be provided at all utility structures. Adjusting rings shall be set in a bed of preformed non-hardening mastic (RUB-R-NEK or approved equal). Minimum adjusting ring height is 2".
34. All connections to existing manholes shall be made by coring the existing manhole using a diamond or carbide tip cutter and installing a press seal PSX or CORE-N-SEAL boot in the cored opening.
35. All storm sewer flared end sections for pipes greater than 12 inch diameter shall be provided with grates per I.D.O.T. standards.
36. Reproducible "Record" drawings shall be provided by the contractor to the Village of Tinley Park and Owner following completion of improvements.
37. Structure lids shall be stamped "Village of Tinley Park" and "SANITARY", "STORM", or "WATER" for appropriate utilities.
38. Sanitary and Water stubs shall be marked with 4"x 4" wood posts.
39. One lane in each direction shall be open to traffic at all times except between the hours of 9 A.M. to 3 P.M. During this period all work must be performed in accordance with standards 701201, 701206, and 701401.
40. Traffic control standards which shall be included for use during construction are: 701901, 701201, 701206, 701301, 701401, 701501, 701606, and 701701.

SINGLE FAMILY IMPROVEMENTS
LOTS 1, 2, 3 - TINLEY DOWNES ADDITION

8001 W. 172nd STREET
TINLEY PARK, IL 60477

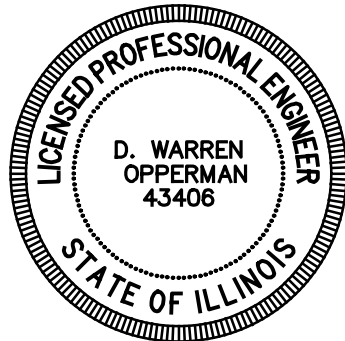
SITE IMPROVEMENT PLANS

CLIENT/COMPANY
MALLOW CONSTRUCTION
P.O. BOX 877
TINLEY PARK, IL 60477
ATTN: MICHAEL MURPHY
jmurphy@mallowhomes.com
PHONE: 708-774-2427

DRAINAGE CERTIFICATION

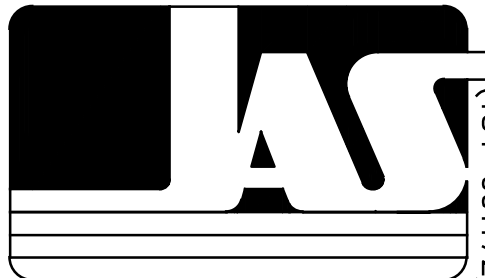
I, D. Warren Opperman, hereby certify that adequate storm water storage and drainage capacity has been provided for this development, such that surface water from the development will not be diverted onto and cause damage to adjacent property for storms up to and including the one hundred (100) year event, and that the design plans are in compliance with all applicable state, county, and Village ordinances.

ILLINOIS PROFESSIONAL ENGINEER NO. 062-043406



DUTY TO INDEMNIFY

The Contractor shall defend, indemnify, keep and save harmless the Village, Owner, and Engineer, and their respective board members, representatives, agents, and employees, in both individual and official capacities, against all suits, claims, damages, losses and expenses, including attorney's fees, caused by, growing out of, or incidental to, the performance of the work under the Contract by the Contractor or its subcontractors to the full extent as allowed by the laws of the State of Illinois and not beyond any extent which would render these provisions void or unenforceable. This obligation includes but is not limited to: The Illinois laws regarding structural work (Ill. Rev. Stat. Ch.48, par.60 et seq.). And regarding the protection of adjacent landowners (Ill.Rev. Stat. Ch.17 1/2 par.51 et seq.). In the event of any such injury (including death) or loss or damage, or claims therefore, the Contractor shall give prompt notice to the owner.



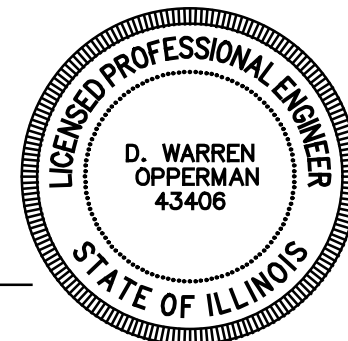
Joseph A. Schudt & Associates
9455 ENTERPRISE DRIVE MOKENA, IL 60448
PHONE: 708-720-1000 FAX: 708-720-1065
www.jaseng.com

CIVIL ENGINEERING LAND SURVEYING ENVIRONMENTAL LAND PLANNING GPS SERVICES

ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-001172

PREPARED AT OR UNDER THE DIRECTION OF:

ILLINOIS PROFESSIONAL ENGINEER NO. 062-043406



SIGNED: 4-30-25

LIC. EXP: 11-30-26

CONTACT JULIE AT 811 OR 800-892-0123

WITH THE FOLLOWING INFORMATION

COUNTY-NAME COOK

CITY / TOWNSHIP TINLEY PARK, IL / ORLAND

SEC & 1/4 SEC No. NW 1/4 SW 1/4 25-36-12

48 HOURS (2 days) BEFORE YOU DIG



Know what's below.
Call before you dig.

LEGEND	
EXISTING	PROPOSED
SANITARY SEWER	STORM SEWER
CATCH BASIN	OPEN LID MANHOLE
CLOSED LID MANHOLE	INLET
WATER MAIN	VALVE
HYDRANT	HEADWALL
FLARED END	STREET LIGHT
UTILITY POLE	B-BOX
RETAINING WALL	SILT FENCE
CONTOUR	FORCE MAIN
SPOT GRADES	SPOT GRADES
OVERFLOW ARROWS	TOP OF FOUNDATION
FINISH GRADE	FINISH GRADE
FINISH FLOOR	FINISH FLOOR

INDEX

Sheet Number	Sheet Title
1	COVER SHEET
2	EXISTING TOPOGRAPHY
3	SITE GRADING AND EROSION CONTROL PLAN
4	SITE UTILITIES PLAN
5	CONSTRUCTION SPECIFICATIONS
6	STORM WATER POLLUTION PREVENTION PLAN
7	M.W.R.D. NOTES
8	CONSTRUCTION DETAILS

PROJECT SITE SUMMARY

PROPERTY LEGAL DESCRIPTION:

LOTS 1, 2, AND 3 IN TINLEY DOWNES ADDITION BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY INDEX NUMBER: 27-25-316-001-0000 - 7950 W. 172nd STREET
27-25-316-002-0000 - 7946 W. 172nd STREET
27-25-316-003-0000 - 7942 W. 172nd STREET

TOTAL CONTIGUOUS OWNERSHIP: 1.018 ACRES

PROJECT AREA: 44,344 SQ. FT. (1.018 ACRES)

SITE BENCHMARKS:

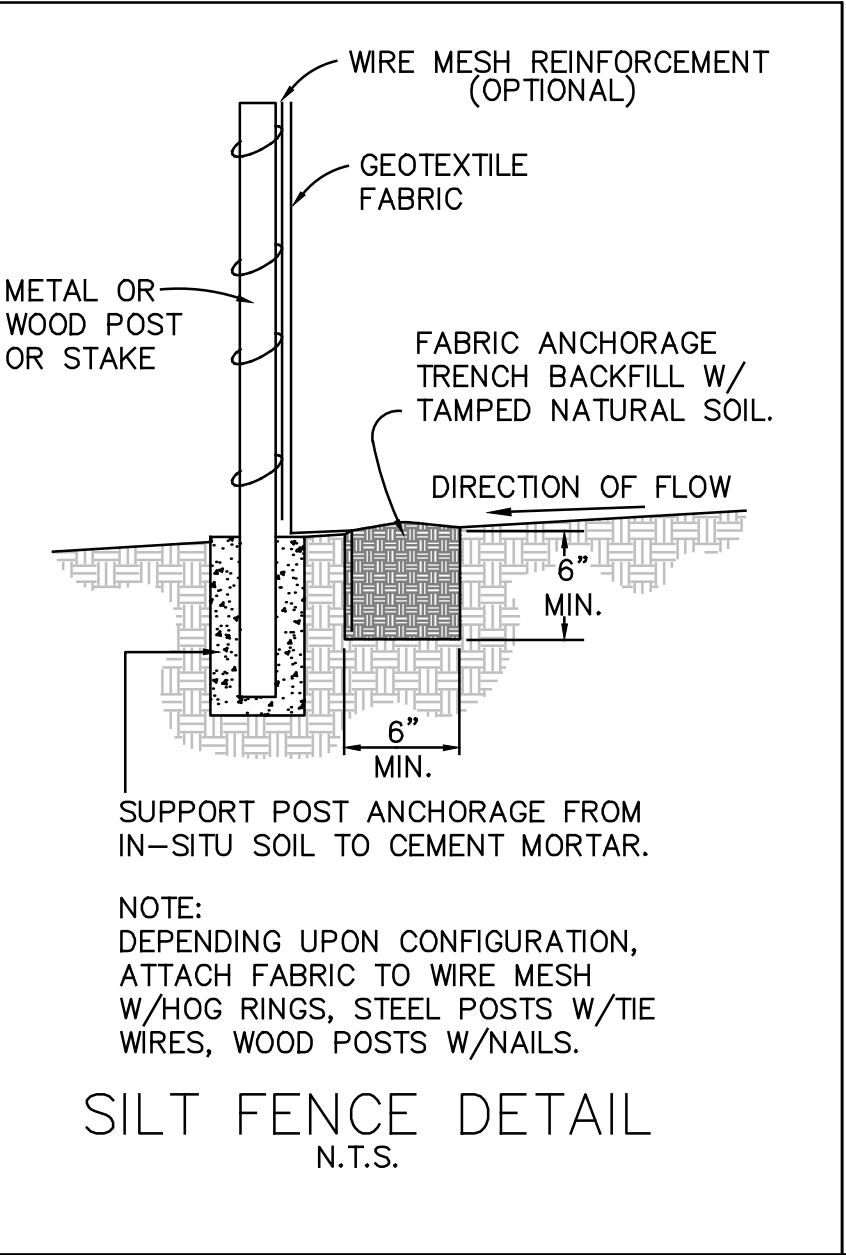
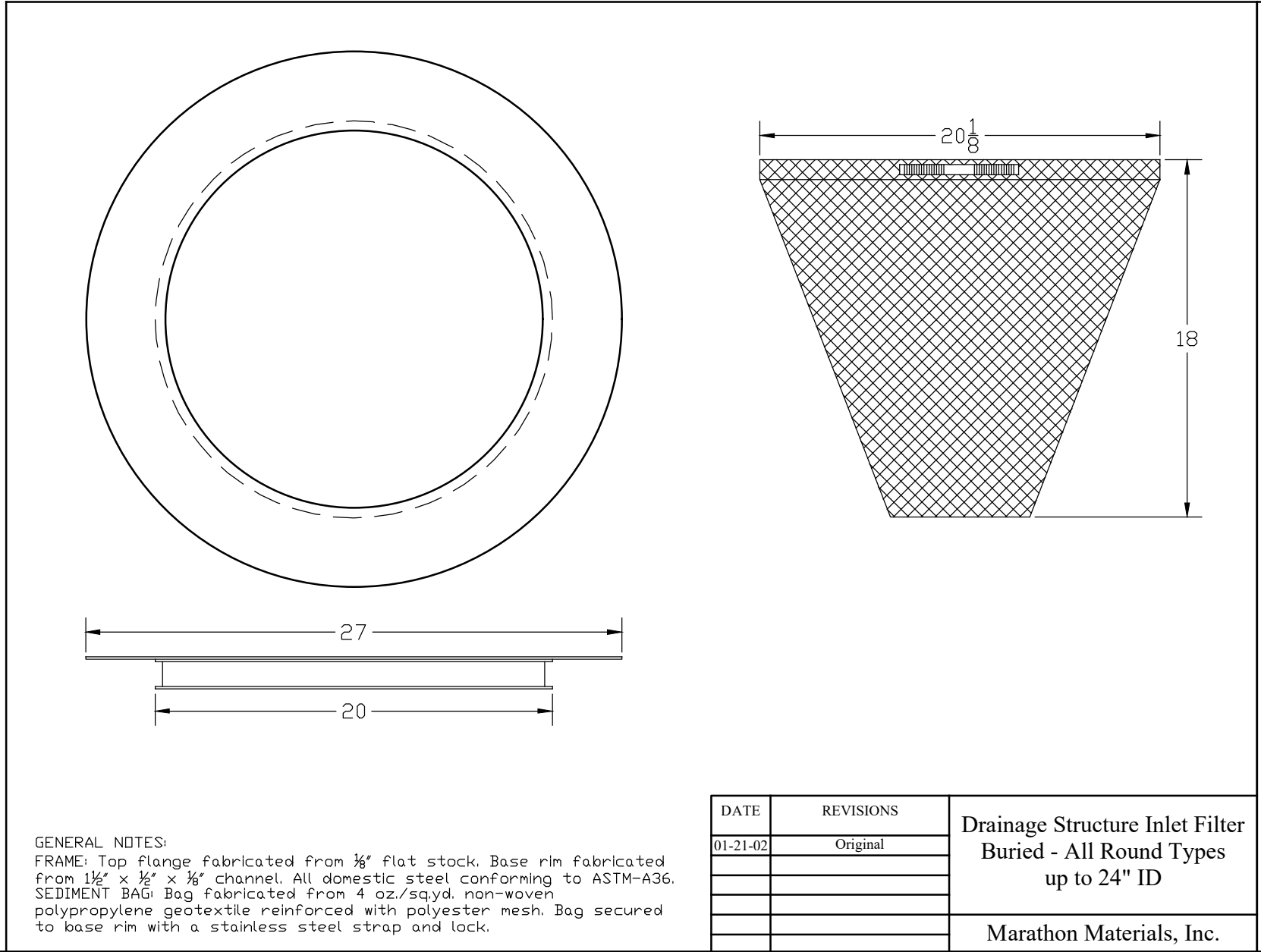
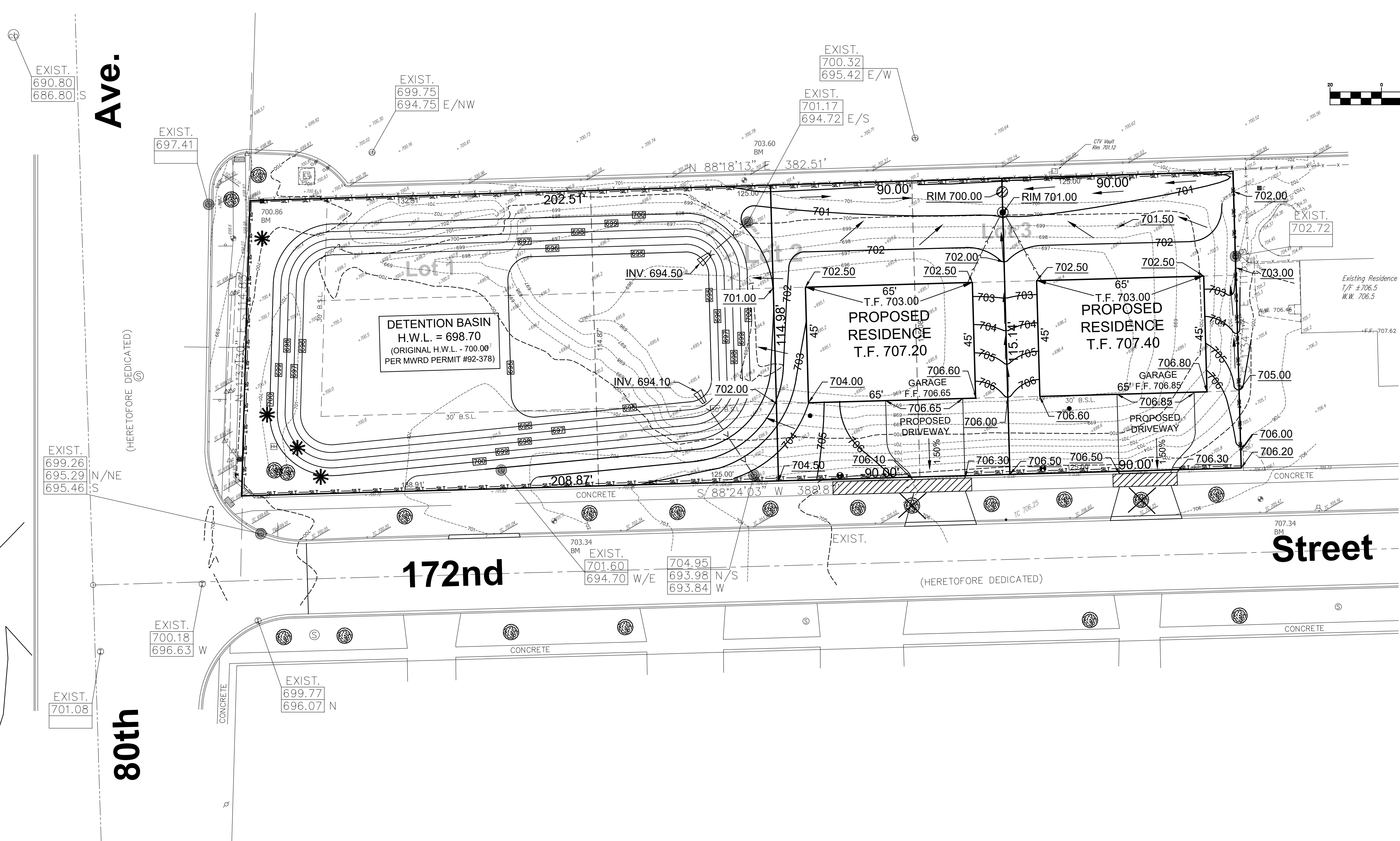
1. NORTHEAST BOLT ON FIRE HYDRANT LOCATED ON THE EAST SIDE OF 80th AVENUE AND 121 FEET SOUTH OF THE CENTER OF DOONEEN AVENUE. ELEVATION: 697.72 (NAVD 88)
2. SOUTHEAST BOLT ON FIRE HYDRANT LOCATED ON THE EAST SIDE OF 80th AVENUE AND 133 FEET SOUTH OF THE CENTER OF 172nd STREET. ELEVATION: 700.86 (NAVD 88)

1 4-30-25		TMF	VILLAGE OF TINLEY PARK
No.	Date	By	Description
REVISIONS			
Date:	3-07-25	Drawn:	JAR/TMF
Design:	DWO	Approved:	DWO
SHEET 1 OF 8			Project No. 18-056



A graphic scale bar and a north arrow. The north arrow is a circle with a triangle pointing up, containing a smaller square with a diagonal line. Below it is a scale bar with alternating black and white segments, marked with 0, 50, 100, and 200. Below the scale bar is the text "(IN FEET)" and "1 inch = 50 ft."

M:\2018\18-056 Tinley Downes Addition\Drawings\Construction Drawings\18-056 Tinley Downes 3-06-25, 3-GRAD PLAN, Plotted: 4/20/2025 1:29 PM, By: TIFORTIO, COPYRIGHT 2019 - JOSEPH A. SCHUDT & ASSOCIATES



LEGEND:

- DRAINAGE STRUCTURE INLET FILTER
- SILT — SILT FENCE LOCATION
- ⊗ TREE REMOVAL

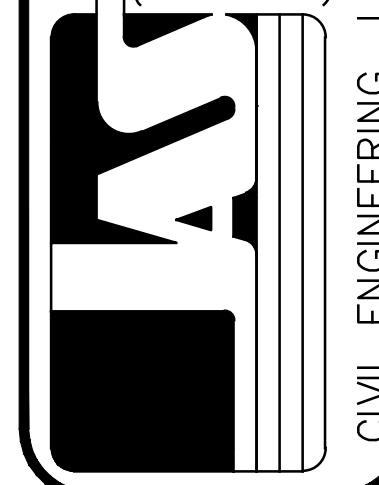
Lots 1, 2, 3 - Tinley Downes Add.

TINLEY PARK, IL

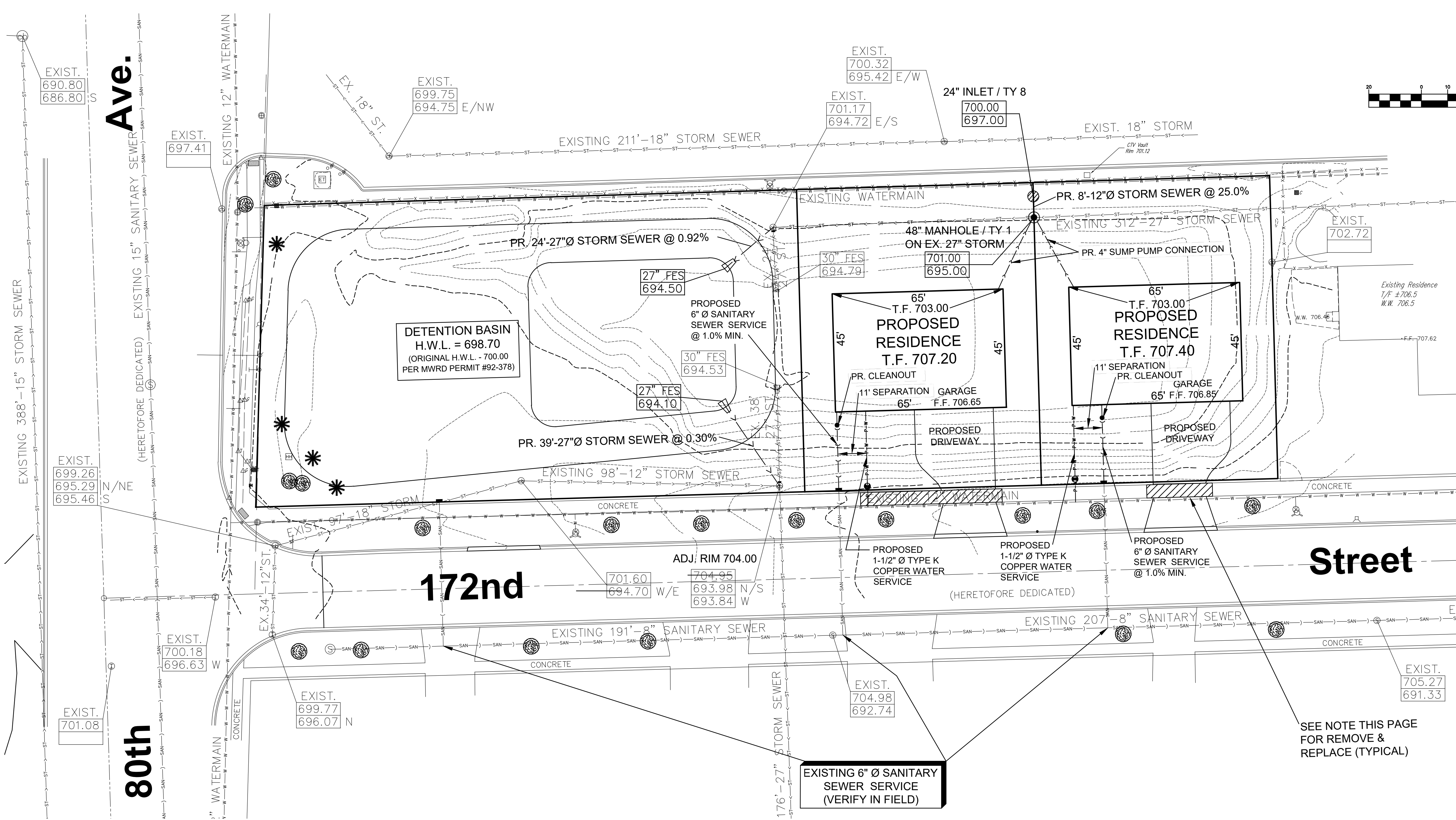
SITE GRADING AND EROSION CONTROL PLAN

Date: 3-7-25
Scale: 1" = 20'
File Name: 18-056 TINLEY DOWNES 3-06-25
Drawn: JAR/TMF
Checked: DWO
Sheet: 3 OF 8
Project No.: 18-056

REVISIONS: 4-30-25
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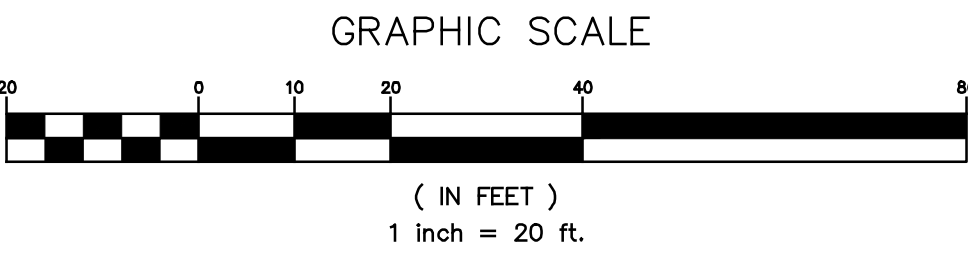
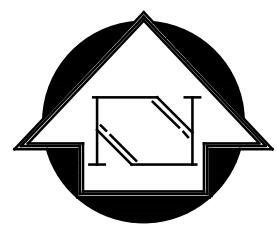
Joseph A. Schudt & Associates
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FAX: 708-720-1065
www.jaseng.com
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SEE NOTE THIS PAGE
FOR REMOVE &
REPLACE (TYPICAL)

NOTE: SANITARY SEWER PIPE SHALL BE PVC SDR-26
WITH A CLEANOUT INSTALLED WITHIN 5' OF THE
FOUNDATION.

NOTE: EXISTING SIDEWALK AT PROPOSED
DRIVEWAY LOCATIONS TO BE REMOVED
TO NEAREST CONTROL POINT AND
REPLACED WITH 6" THICK P.C.C. SIDEWALK.



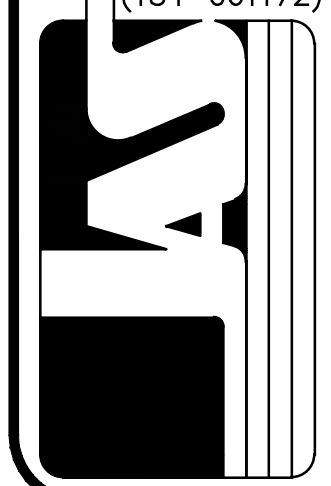
Lots 1, 2, 3 - Tinley Downes Add.

TINLEY PARK, IL

SITE UTILITIES PLAN

Date: 3-7-25
Scale: 1"= 20'
File Name: 18-056 TINLEY DOWNES 3-06-25
Drawn: JAR/TMF
Checked: DWO
Sheet: 4 OF 8
Project No.: 18-056

REVISIONS: 4-30-25
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GENERAL CONDITIONS

- Village of Tinley Park - Public Works (Telephone 708-444-5500), M.W.R.D. Sewer Permit Office (Telephone 708-598-4055), and Joseph A. Schudt & Associates (Telephone 708-720-1000), must be notified (2) working days prior to commencement of work.
- The Standard Specifications, construction plans and subsequent details are all to be considered as part of the contract. Incidental items or accessories necessary to complete this work may not be specifically noted but are to be considered a part of the contract.
- No construction plans shall be used for construction unless specifically marked "FOR CONSTRUCTION". Prior to commencement of construction, the contractor shall verify all dimensions and conditions at the job site. In addition, the contractor must verify the Engineer line and grade stakes. If there are any discrepancies from what is shown on the construction plans, he must immediately report same to the Engineer before doing any work, otherwise the contractor assumes full responsibility. In the event of disagreement between the construction plans, standard specifications and/or special details, the contractor shall secure written instructions from the Engineer prior to proceeding with any part of the work affected by omissions or discrepancies. Failing to secure such instructions, the contractor will be considered to have proceeded at his own risk and expense. In the event of any doubt or question rising with respect to the true meaning of the construction plans or specifications, the decision of the Engineer shall be final and conclusive. Any discrepancies located in the Village Right-of-Way or easements shall be confirmed with the Village Engineer.
- All work performed under this contract shall be guaranteed by the contractor and his surety for a period of 12 months from the date of final acceptance of the work by the Municipality against all defects in materials and workmanship of whatever nature.
- Before acceptance by the Owner and final payment, all work shall be inspected and approved by the Owner or his representative. Final payment will be made after all of the contractor's work has been approved and accepted.
- Upon award of the contract and when required by the Municipality, the contractor shall furnish a labor, material and performance bond per Municipality requirements guaranteeing completion of the work. The underwriter shall be acceptable to the Municipality. Maintenance Bond after construction may also be required.
- Easements for the existing utilities, both public and private, and utilities within public rights-of-way are shown on the plans according to available record. The contractor shall be responsible for determining the exact location in the field of these utility lines and their protection from damage due to construction operations. If existing utility lines of any nature are encountered which conflict in location with new construction, the contractor shall notify the Engineer so that the conflict may be resolved.
- Removed pavement, sidewalk, curb and gutter, etc. shall be disposed of at off-site locations provided by the contractor at his own expense.
- The contractor shall be responsible for the installation and maintenance of adequate signs, traffic control devices, and warning devices to inform and protect the public during all phases of construction. One lane in each direction shall be open to traffic at all times except between the hours of 9 A.M. to 3 P.M. During this period all work must be performed in accordance with standards 701201, 701206, and 701401.
- Barricades and warning signs shall be provided in accordance with article 107.14 of the Standard Specifications. Adequate lighting shall be maintained from dusk to dawn at all locations where construction operations warrant or as designated by the Engineer. Traffic control standards which shall be included for use during construction are: 701901, 701201, 701206, 701301, 701401, 701501, 701606, and 701701. Stop signs must be installed as soon as access is available.
- Commonwealth Edison (Com-Ed), A.T.&T. Telephone, and Ni-Cor Gas have underground and/or overhead service facilities in the vicinity of the proposed work, the contractor shall be responsible for having the utility companies locate their facilities in the field prior to construction and shall also be responsible for the maintenance and preservation of these facilities. The contractor shall call J.U.L.I.E. at "811" or (800) 892-0123 for utility locations.
- Whenever the performance of work is indicated on the plans, and no item is included in the contract for payment, the work shall be considered incidental to the contract, and no additional compensation will be allowed.
- All existing traffic signs, street signs, etc., which interfere with construction operations and not noted for removal or disposal shall be removed and reset by the contractor at locations as designated by the Engineer. This shall be considered incidental to the contract and no additional compensation shall be allowed. Damage to these items shall be repaired by the contractor at his own expense. All signs not required to be reset shall be delivered to the Municipality or County as appropriate.
- All permanent type pavements or permanent improvements which abut the proposed improvement must be removed, shall be saw-cut prior to removal. All items so removed shall be replaced with similar construction materials to their original condition or better. Payment for sawing shall be included in the cost for removal of each item and replacement will be paid under the respective items in the contract, unless otherwise indicated.
- Where overhanging branches interfere with operations of construction, said branches shall be trimmed and sealed in accordance with section 201 of the Standard Specifications, and the cost of same shall be incidental to the contract. If trees or shrubs must be removed, they will be paid for in accordance with the specifications.
- The contractor shall submit in writing a "Schedule of Operations" showing approximate dates for commencing and completing various phases of construction under this contract. The schedule shall have the approval of the Engineer and the date for starting shall be mutually agreed upon between the contractor and the Engineer.
- Special attention is drawn to the fact that article 105.06 of the Standard Specifications require the contractor to have a competent superintendent on the project site at all times irrespective of the amount of work sublet. The superintendent shall be capable of reading and understanding the plans and specifications, shall have full authority to execute orders to expedite the project, and shall be responsible for scheduling and have control of all work as the agent of the general contractor. Failure to comply with the provision will result in a suspension of work as provided in Article 108.07.

- Water Valve boxes and Buffalo boxes that are uncovered during construction shall be adjusted to grade prior to restoring the pavement, sidewalk or parkway. The cost of same shall be considered as incidental to the contract.
- It shall be the responsibility of the contractor to remove from the site any and all materials and debris which result from his construction operation at no additional expense to the Owner.
- The Municipality and/or the Governing Agency shall be notified 48 hours prior to the start of any construction.

EARTHWORK

- Work under this section shall include but not be limited to the following:
 - Clearing and removing from the site, all undesirable trees and other vegetative growth within the construction area. Tree removal shall be kept to a minimum.
 - Stripping of topsoil from all excavation, pavement and structural clay fill areas.
 - Stockpiling of topsoil at locations as directed by the Owner or Engineer. Topsoil stockpiled for future use shall be relatively free from large roots, sticks, weeds, brush, stones larger than one (1) inch diameter or other litter and waste products including other extraneous materials not conducive to plant growth. Topsoil shall be stockpiled in sequence to eliminate any rehandling or double movements by the contractor.
 - Clay cut and Clay fill with compaction within roadway and all other structural fill areas.
 - Clay Cut and Excavation of all lakes and waterways per plan including all treatments.
 - Placement and compaction of clay to standards as required on the construction plans to the design subgrade elevations. The contractor will note that the elevations shown on the construction plans are finished grade elevations and that pavement thickness must be subtracted to determine subgrade elevations. The contractor may obtain required clay fill from on-site excavation and on-site borrow excavation as directed by the Engineer, or Owner.
 - Backfilling and compaction behind new curbs and gutters.
 - Movement and compaction of soil material from the construction of underground utilities.
 - Topsoil Placement to design finished grade elevations (6" minimum or as otherwise noted).
 - If required, removal from site of all excess earth material including excess utility trench spoil after final grading.
- The quantities given in the Engineer's Bid Proposal for earthwork is intended as a guide for the contractor in determining the scope of the completed project. It is the contractor's responsibility to determine all material quantities and appraise himself of all site conditions. The contract price submitted by the contractor shall be considered as lump sum for the complete project. No claims for extra work will be recognized unless ordered in writing by the Engineer, and/or Owner.
- Proposed pavement areas and when applicable, building pads, driveways and sidewalks shall be excavated or filled to plus or minus 0.1 foot of design subgrade elevations by the contractor.
- The subgrade shall be free of unsuitable material and shall be compacted to a minimum of ninety-five (95) percent of modified proctor density. Testing for compaction shall be the responsibility of the contractor.
- Upon completion of the surface improvements, the excavator shall respread a 6" layer of topsoil on all disturbed parkway, berm, and detention pond areas.
- During construction operations, the contractor shall insure positive site drainage at the conclusion of each day. Site drainage may be achieved by ditching, pumping or any other method acceptable to the Engineer. The contractor's failure to provide the above will preclude any possible added compensation requested due to delays or unsuitable materials created as a result thereof.
- Whenever, during construction operations, any loose material is deposited in the flow line of gutter, drainage structures, ditches, etc., such that the natural flow line of water is obstructed, this loose material shall be removed at the close of each working day. At the conclusion of construction operations, all drainage structures and flow lines shall be free from dirt and debris. This work shall be considered incidental to the contract.
- All disturbed areas within the right-of-way, parkways and detention areas shall be seeded with I.D.O.T. CL. 1 mixture in accordance with the "Standard Specifications" unless otherwise noted on landscape plans and protected with Excelsior Erosion Blanket or equal.
- Soil erosion control specifications shall be considered as part of this section.
- All earthwork and utility spoils to be hauled offsite shall be tested by the contractor for disposal requirements.

UNDERGROUND

- Work under this section shall include trenching, installation of pipe, castings, structures, backfilling of trenches and compaction.
- All manholes and valve vaults shall be equipped with steps. Manholes will contain plastic coated steps per Precast Concrete Manhole Detail at 16 inch centers.
- All sewer and water main trenches beneath proposed or existing utilities, proposed or existing pavement, driveways, sidewalks and for a distance of two feet on either side of same, and/or wherever else shown on the construction plan shall be backfilled with course aggregate backfill (CA-6) and thoroughly compacted in accordance with the State Specifications.

- All structure sections, adjusting rings and frames shall be securely sealed to each other or to the cone section or top barrel section of the manhole using resilient, flexible, non-hardening, preformed, bituminous mastic (RAM-NEK, or Approved Equal). This mastic shall be applied in such a manner that no surface water or ground water inflow can enter the manhole through gaps between barrel sections or cone sections and adjusting rings. (ASTM C-478 STRUCTURES)
- The underground contractor shall stock pile all utility spoil in an area designated by the Engineer or Owner. This work shall be considered incidental to the contract. If authorized to do so, the underground contractor shall level out and disburse all utility spoil or remove it from the site. If no Earthwork Contract is awarded for this project, the underground contractor shall be responsible for removal of all excess Utility Spoil from the site. This work shall be considered incidental to the contract.
- The construction will be observed by the Owners Engineer. All work shall conform to the requirements of the Municipality as well as the Standard Specifications. No watermain valves or B-Boxes shall be turned or operated by anyone other than Village employees.
- The contractor shall provide the Engineer and the Municipality, and/or the Governing Agency, with prints and/or legible Mylar Record Drawings of all field files, cleanouts, wyes, service stubs, B-Boxes, and underdrains as required.
- Separation between water mains and sewers must be maintained in accordance with Section 41-2.01B, C, & D of the "Standard Specifications". For storm sewer pipes that cross water mains, the storm sewer must be constructed of low head pressure pipe meeting ASTM C-443. The flexible "O" ring utilized in the type of joint must be properly seated to insure water-tightness.
- Watermain and fittings shall be ductile iron pipe, Class 52 (AWWA C-151) with interior cement mortar lining and outside seal coating (AWWA C-104). The ductile iron pipe, fittings, and appurtenances shall be encased in polywrap according to AWWA C-105. Joints shall be push on type, Clow Company "Super Bell-Tite" or approved equal. Minimum cover from finished grade to top of watermain shall be 5 feet 6 inches.
- Valves shall be Mueller, Clow, or approved equal, mechanical joint, resilient wedge seat, cast iron, bronze mounted, o-ring seal, bronze non-rising stem, gate valve. All valves shall be rated for 300 PSI test pressure and 150 PSI working pressure.
- All watermain shall be bedded with compacted, granular CA-7 materials, minimum thickness equal to 1/4 the outside diameter of the pipe, but not less than 6". Trench backfill for watermain shall be CA-7 with the top 12 inches CA-6.
- All bends in the watermain of 10 degrees or greater shall be installed with thrust blocking or as directed by project Engineer per standard detail.
- Valve boxes shall be good quality cast iron and made in sections, diameter as specified on the plans, with appropriate lids (see construction standards sheet). Lids shall be imprinted "Water", and "Village of Tinley Park".
- Valve basins shall be of precast concrete per ASTM C-478 with bituminous mastic joints, 48 inch inside diameter with Type 1 frame and closed lid marked "Water", and "Village of Tinley Park".
- All watermain shall be subjected to a pressure test upon completion and prior to acceptance. Installation of watermain shall conform to AWWA Section C-600-77. Hydrostatic pressure test and leakage test shall be based on the Municipality's requirements. The procedure for watermain disinfection shall conform to AWWA Section C-651-86.
- All system valves shall be opened fully once the water mains have been tested completely. This system will be checked by the Municipality's Fire Department for adequate fire flows as soon as possible after the water mains are completed.
- All hydrants shall be of the compression or gate type, as manufactured by EJIW, 5BR-250.
- All floor drains shall be connected to the sanitary sewer and all downspouts and footing drains shall discharge into storm sewer or onto the ground.
- Curb inlets are to be EJIW 105QZ1, or as indicated on the plans.
- Rigid Sanitary Sewers and Storm Sewers shall be installed on Class B bedding, 1/4" to 1" in size, with a minimum thickness equal to that identified on the appropriate sewer section indicated on the detail sheet. Blocking of any kind for grade is not permitted. Bedding material shall conform to the requirements of ASTM C-33 for soundness and CA-7 for gradation. Cost for bedding shall be merged with unit price bid for the sewer.
- Where flexible pipe is used, the pipe shall be installed on Class I Bedding and additional backfill extending to 12" over the pipe. Backfilling shall be in accordance with ASTM 2321. A deflection test shall be required by using a Rigid Ball or Mandrel as required in accordance with ASTM D-3034. A 95% Mandrel is required and will not be used prior to 45 days after backfilling.
- "Band-Seal" or similar flexible type couplings shall be used when connecting sewer pipes of dissimilar materials. When connecting to an existing sanitary sewer by means other than an existing wye or manhole, contractor shall use a "sewer-tap" and hub-wye or hub-tee saddle.
- All Sewer Main connections to an existing sanitary sewer main shall be with a manhole.
- Sanitary sewers shall be PVC SDR 26 (ASTM 3034) with rubber gasketed joints (ASTM D-3212) and shall be installed according to the requirements of Uni-B-79. Only Class I bedding material shall be allowed according to the requirements of ASTM D-2321. Connection to the existing sanitary manhole shall be completed by removing a portion of the existing main and connecting the manhole utilizing PVC SDR 26 (ASTM 3034) pipe and a mission coupling. A "doghouse-style" manhole is not allowed. The manhole shall be provided with flexible manhole sleeves for the PVC pipe connection. Sanitary sewers, where indicated as ductile iron, shall be AWWA C151, Class 52 with cement lining (AWWA C104) and rubber push on joints (AWWA C110).
- All sanitary sewer manholes shall have eccentric cones; cone openings shall be centered over the outlet pipe. All precast structures to be as per ASTM C-478.
- Sanitary sewer manholes shall be 4'-0" diameter precast structures. Manholes shall also include the appropriate frame and sealed lids.

NOTE:
THE VILLAGE OF TINLEY PARK STANDARDS
AND SPECIFICATIONS SHALL GOVERN, IF
THERE IS ANY CONFLICT WITH THE PLANS.

PAVING, CURB & WALKS

- Work under this section shall include final subgrade shaping and preparation, forming, placement of roadway base course materials and subsequent binder and/or surface courses, finishing and curing of concrete, final clean-up and all related work.
- The proposed pavement shall consist of the subgrade course (as specified) base course, HMA Bituminous Binder Course (IL-19.0, N50), and HMA Bituminous Surface Course, (Mix D, N50), or the thickness and materials as specified on the construction plans. Prime coat material shall be bituminous M.C. - 30. Unless shown as a bid item, prime coat shall be considered as incidental to the cost of the contract. All pavement shall be constructed in accordance with the I.D.O.T. "Standard Specifications for Road and Bridge Construction", current edition.
- Sidewalks and curb shall be of the type as detailed in the construction plans shall consist of Portland Cement Concrete with air entrainment of not less than five percent (5%) or more than eight percent (8%). Concrete shall be a minimum six (6) bag mix and shall develop a minimum of 3,500 PSI compressive strength at fourteen (14) days. All concrete shall be broom finished.
- Curing and protection shall be in accordance with article 606 of the "Standard Specifications", current edition.
- All damaged areas in the binder, base or curb shall be repaired to the satisfaction of the Engineer and Village Engineer prior to laying the surface course. The paving contractor shall provide whatever equipment and manpower necessary including the use of power brooms if required by the Engineer to prepare the pavement for application of the surface course. Equipment and manpower for cleaning shall be considered as incidental to the cost of the contract. Prime coat for the binder course shall also be considered as incidental to the cost of the contract and shall be applied to the binder at a rate of 0.05 gallons per square yard.
- 3/4" thick Premoulded Fibre Expansion Joints with 3/4" x 13" plain round, steel dowel bars shall be installed at fifty (50) foot intervals and at all P.C.'S, P.T.'S, and curb returns. Alternated ends of the dowel bars shall be greased and fitted with metal expansion tubes. Contraction joints shall be provided at twenty-five (25) foot intervals in the curb. The cost of these joints shall be considered as incidental to the cost of the contract. Expansion joints shall be placed near all curb inlets.
- Backfilling of curbs or pavement shall be the responsibility of the earthwork contractor.
- Curbs shall be depressed at locations where public walks/pedestrian paths intersect curb line at street intersections and other locations as directed, in accordance with Americans with Disabilities Act (ADA) requirements.
- Two (2) coats of concrete sealer in conformance with the Standard Specifications shall be applied to exposed concrete surfaces, cost of which shall be incidental to the cost of the contract.
- It shall be the responsibility of the contractor to remove from the site any and all materials and debris which result from his construction operations at no additional expense to the Owner.
- The paving contractor shall be responsible for providing all coring, testing, and pavement evaluation as required by the Municipality for acceptance at his own expense. The contractor shall include this as a separate bid item or else it will be assumed that this cost has been figured into the unit prices for the paving items. All testing results shall be made available to the Municipality for review.
- Concrete sidewalks shall have two (2) #4 Rebar, 10 foot in length, centered over all utility crossings. Expansion joints shall be provided in the concrete sidewalks at 50 foot intervals. Concrete walks shall be seven (7) inches thick at all driveway crossings.

SEDIMENTATION & EROSION CONTROL

- All storm water runoff is to be directed to catch basins with proper sumps. Drainage Structure Inlet Filter Devices shall be placed in the catch basins, inlets, or manholes, so as to filter and contain any and all soil and debris.
- When storm water is to be routed through existing or proposed detention basins, they are to be constructed immediately upon commencement of the project. Basins will be properly over excavated so as to provide sufficient volume for debris and settlement. If the drainage is in an existing basin, the upstream project will be properly protected so as to prevent siltation of the downstream basin.
- All catch basins, sumps and/or retention basins are to be cleaned at the end of the project prior to final acceptance. Cleaning may also be required during the course of the construction of the project if it is determined that the silt and debris traps are not properly functioning and their performance is impaired.
- Unless soil erosion control items are specifically referred to as bid items (such as topsoil respread, seeding, etc.), they are to be considered as incidental to the cost of the contract.
- Soil erosion control measures in accordance with the "Procedures and Standards for Urban Soil Erosion and Sedimentation Control in Illinois", current edition, shall be followed at the discretion of the Municipality.
- Any soil erosion control measures in addition to those outlined in these plans and which are deemed necessary by the Engineer, shall be implemented immediately by the contractor.
- Seeding shall conform to section 250 of the "Standard Specifications".

Construction Specification --Pollution Control & Soil Erosion & Sediment Control

- Scope**
The work consists of installing measures or performing work to control erosion and minimize the production of sediment and other pollutants to water and air from construction activities.
- Material**
All material furnished shall meet the requirements of the material specifications listed in this specification.
- Erosion and sediment control measures and works**
The measures and works shall include, but are not limited to, the following:
Staging of earthwork activities—The excavation and moving of soil materials shall be scheduled to minimize the size of areas disturbed and unprotected from erosion for the shortest reasonable time. *Seeding*—Seeding to protect disturbed areas shall occur as soon as reasonably possible following completion of that earthwork activity.
Mulching—Mulching to provide temporary protection of the soil surface from erosion.
Diversions—Diversions to divert water from work areas and to collect water from work areas for treatment and safe disposition. They are temporary and shall be removed and the area restored to its near original condition when the diversions are no longer required or when permanent measures are installed.
Stream crossings—Culverts or bridges where equipment must cross streams. They are temporary and shall be removed and the area restored to its near original condition when the crossings are no longer required or when permanent measures are installed.
Sediment basins—Sediment basins collect, settle, and eliminate sediment from eroding areas from impacting properties and streams below the construction site(s). These basins are temporary or shall be removed and the area restored to its original condition when they are no longer required or when permanent measures are installed.
Sediment filters—Straw bale filters or geotextile sediment fences trap sediment from areas of limited runoff. Sediment filters shall be properly anchored to prevent erosion under or around them. These filters are temporary and shall be removed and the area restored to its original condition when they are no longer required or when permanent measures are installed.
Waterways—Waterways for the safe disposal of runoff from fields, diversions, and other structures or measures. These works are temporary and shall be removed and the area restored to its original condition when they are no longer required or when permanent measures are installed.
Other—Additional protection measures as specified in section 8 of this specification or required by Federal, State, or local government.
- Chemical pollution**
The contractor shall provide watertight tanks or barrels or construct a sump sealed with plastic sheets to dispose of chemical pollutants, such as drained lubricating or transmission fluids, grease, soaps, concrete mixer washwater, or asphalt, produced as a by-product of the construction activities. At the completion of the construction work, sumps shall be removed and the area restored to its original condition as specified in section 8 of this specification. Sump removal shall be conducted without causing pollution. Sanitary facilities, such as chemical toilets, or septic tanks shall not be located next to live streams, wells, or springs. They shall be located at a distance sufficient to prevent contamination of any water source. At the completion of construction activities, facilities shall be disposed of without causing pollution as specified in this specification.
- Air pollution**
The burning of brush or slash and the disposal of other materials shall adhere to state and local regulations. Fire prevention measures shall be taken to prevent the start or spreading of wildfires that may result from project activities. Firebreaks or guards shall be constructed and maintained at locations shown on the drawings. The construction work, sumps shall be removed and the area restored to its original condition as specified in section 8 of this specification. A copy of the product data sheet and manufacturer's recommended application procedures shall be provided to the engineer's working days before the first application.
- Maintenance, removal, and restoration**
All pollution control measures and temporary works shall be adequately maintained in a functional condition for the duration of the construction period. All temporary measures shall be removed and the site restored to near original condition.
- Standards and Specifications**
Standards and specifications for Soil Erosion and Sediment Control and other Pollution Controls shall be in accordance with the Illinois Urban Manual Standards as indicated below.

Illinois Urban Manual

Construction Specification Name	Code
Clearing	1
Clearing and Grubbing	2
Contractor Quality Control	94
Corrugated Polyethylene Tubing	44
Digging, Transporting, Planting and	707
Establishment of Trees, Shrubs and Vines	
Drainfill	24
Ductile-Iron Pipe	53
Earthfill	23
Excavation	21
Field Fence	92
Field Office	96
Geotextile	95
Identification Markers or Plaques	93
Mobilization and De-mobilization	8
Plastic Pipe	45
Pollution Control	5
Reinforced Concrete Pressure Pipe Conduits	41
Seeding, Sprigging and Mulching	6
Sodding	204
Stripping, Stockpiling, Site Preparation and	752
Spreading Topsoil	
Topsoiling	26
Traffic Control	

Illinois Urban Manual Practice Standard	Code	Date
Bioretention Facility	800	11/2013
Construction Road Stabilization	806	1/1999
Dust Control	825	2/1994
Erosion Control Blanket	830	6/2009
Filter Strip	835	1/1999
Infiltration Trench	847	1/1999
Inlet Protection - Fabric Drop	860	2/1994
Inlet Protection - Paved Areas	861	5/2011
Inlet Protection - Soil Filter	862	11/1999
Land Grading	865	2/1994
Mulching for Seeding and Soil Stabilization	875	6/2010
Permanent Vegetation	880	10/2001
Permanent Vegetation	880a	10/2001
Table A - Grass, Forb and Sedge Species for Low Maintenance Areas		
Permanent Vegetation	880b	10/2001
Silt Fence	920	4/2012
Sodding	925	12/1994
Stabilized Construction Entrance	930	8/1994
Temporary Concrete Washout Facility	954	6/2009
Temporary Sediment Trap	960	10/2001
Temporary Seeding	965	12/1994
Topsoiling	981	2/1994
Tree Protection	990	4/2000

Lots 1, 2, 3 -Tinley Downes Add.

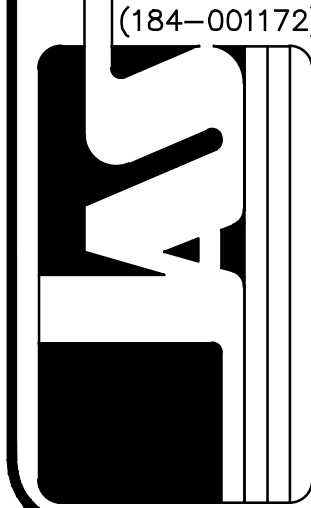
TINLEY PARK, IL

CONSTRUCTION SPECIFICATIONS

Date: 3-7-25
Scale: N/A
File Name: 18-056 TINLEY DOWNES 3-08-25
Drawn: JAR/TMF
Checked: DAR
Sheet:
5 of 8
Project No.:
18-056

REVISIONS: 4-30-25

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STORM WATER POLLUTION PREVENTION PLAN

The following plan is established and incorporated in the project to direct the contractor in the placement of temporary erosion control systems and to provide a storm sewer water pollution prevention plan for compliance under NPDES.

The purpose of this plan is to minimize erosion within the construction site and to limit sediments from leaving the construction site by utilizing proper temporary erosion control systems and providing ground cover within a reasonable amount of time.

Certain erosion control facilities shall be installed by the contractor at the beginning of construction. Other items shall be installed by the contractor as directed by the Engineer on a case by case situation depending on the contractor's sequence of activities, time of year, and expected weather conditions.

The contractor shall install permanent erosion control systems and seeding within a time frame specified herein and as directed by the Engineer, therefore minimizing the amount of area susceptible to erosion and reducing the amount of temporary seeding. The Engineer will determine if any temporary erosion control systems shown in the plan can be deleted and if any additional temporary erosion control systems, which may not be included in this plan, shall be added. The contractor shall perform all work as directed by the Engineer and as shown in Standard 280001.

Section 280. Temporary erosion control, of the standard specifications additionally supplements this plan.

SITE DESCRIPTION & DESCRIPTION OF CONSTRUCTION ACTIVITY:

- The project is located North of 172nd Street and East of 80th Avenue in Tinley Park, IL 60477. The site disturbance acreage is 1.018 Acres.
- Construction includes earthwork, parking improvements, and storm sewer improvements for a proposed site.
- The project is not within the 100-year Floodplain limits.

DESCRIPTION OF INTENDED SEQUENCE FOR MAJOR CONSTRUCTION ACTIVITIES WHICH WILL DISTURB SOILS FOR MAJOR PORTION OF THE CONSTRUCTION SITE:

Erosion control silt fencing shall be in placed prior to earthwork activities.

Site shall be cleared. Topsoil will be remove and graded as necessary, with all proposed roads graded to roughly 1-foot below final elevation on plans.

Utilities trenches shall have topsoil removed prior to construction of utilities. After completion of storm sewer construction, storm sewer inlet protection shall be placed at each open-grate structure.

Detention shall be topsoiled and seeded & covered with erosion control blanket.

Concrete curb & gutter and bituminous areas shall be constructed.

AREA OF CONSTRUCTION SITE:

The total area of the construction site is estimated to be 1.018 Acres, by which 1.018 Acres will be disturbed by excavation, grading, and other activities. Of this 1.018 Acres, 0.00 acres are construction within the Public R.O.W.

OTHER REPORTS, STUDIES AND PLANS, WHICH AID IN THE DEVELOPMENT OF THE STORM WATER POLLUTION PREVENTION PLAN AS REFERENCED DOCUMENTS:

- Information of the soils and terrain within the site was obtained from topographic surveys and soil borings that were utilized for the development of the proposed temporary erosion control systems.
- Project plan documents, specifications and special provisions, and plan drawings indicating drainage patterns and approximate slopes anticipated after grading activities were utilized for the proposed placement of the temporary erosion control systems.

DRAINAGE TRIBUTARIES AND SENSITIVE AREAS RECEIVING RUNOFF FROM THIS CONSTRUCTION SITE:

- The site shall drain into proposed stormwater detention ponds by means of a proposed storm sewer system, and overland flow. The stormwater detention system will reduce the peak stormwater runoff before discharging into existing Village storm sewer system.

CONTROLS, EROSION CONTROLS AND SEDIMENT CONTROL:

- The drawings, specifications and special provisions will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices include temporary seeding, permanent seeding, mulching, protection of trees, preservation of nature vegetation, and other appropriate measures as directed by the Engineer. Stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
- Areas of existing vegetation, wood and grasslands, outside the proposed construction limits shall be identified by the Engineer for preserving and shall be protected from construction activities.
- Dead, diseased, or unsuitable vegetation within the site shall be removed as directed by the Engineer, along with required tree removal.
- As soon as reasonable access is available to all locations where water drains away from the project, temporary perimeter erosion barrier shall be installed as called out in this plan and directed by the Engineer.
- Bare and sparsely vegetated ground in high erodible areas as determined by the Engineer shall be temporarily seeded at the beginning of construction where no construction activities are expected within seven (7) days.
- Immediately after tree removal is completed, areas which are highly erodible as determined by the Engineer, shall be temporarily seeded when no construction activities are expected within seven (7) days.

- Establishment of these temporary erosion control measures will have additional benefits to the project. Desirable grass seed will become established in these areas and will spread seeds onto the construction site until permanent seeding/mowing and over seeding can be completed.
- The Village of Tinley Park is responsible for conducting site visits and verifying that the practices are working properly and determine if additional practices are needed for better soil erosion and sediment control. If additional practices are deemed necessary by the Village the contractor will implement the practice in a timely manner.

DESCRIPTION OF STABILIZATION PRACTICES DURING CONSTRUCTION:

- During construction, areas outside the construction limits as outlined previously herein shall be protected. The contractor shall not use this area for staging, parking of vehicles of construction equipment, storage of materials or other construction related activities.
 - Within the construction limits, areas which may be susceptible to erosion as determined by the Engineer shall remain undisturbed until full scale construction is underway to prevent unnecessary soil erosion.
 - As construction proceeds, the contractor shall institute the following as directed by the Engineer.
 - Place temporary erosion control facilities at locations shown on the plans.
 - Temporarily seed erodible bare earth on a weekly basis to minimize the amount of erodible surface area within the contract limits.
 - Provide temporary erosion control systems.
 - Continue building up the embankment to the proposed grade while, at the same time, placing permanent erosion control final shaping to the slopes.
 - Excavated areas and embankment shall be permanently seeded immediately after final grading. If not, they shall be temporarily seeded if no construction activity in the area is planned for seven (7) days.
 - Construction equipment shall be stored and fueled only at designated locations. All necessary measures shall be taken to contain any fuel or other pollutant in accordance with EPA water quality regulations. Leaking equipment or supplies shall be immediately repaired or removed from the site.
 - The contractor shall inspect the project daily during construction activities. Inspection shall also be done weekly and after rains of 1/2-inch or greater or equivalent snowfall and during the winter shutdown period. The project shall additionally be inspected by the construction field Engineer on a biweekly basis to determine that erosion control efforts are in place and effective and if other erosion control work is necessary.
 - Sediment collected during construction of the various temporary erosion control systems shall be disposed of on the site on a regular basis as directed by the Engineer. The cost of this maintenance shall be included in the unit bid price for earth excavation for erosion control.
 - The temporary erosion control systems shall be removed, as directed by the Engineer, after use is no longer needed or no longer functioning.

DESCRIPTION OF STRUCTURAL PRACTICES AFTER FINAL GRADING:

- Temporary erosion control systems shall be left in place with proper maintenance until permanent erosion control is in place and working properly and all proposed turf areas sodded and established.
- Once permanent erosion control systems as proposed in the plans are functional and established, temporary items shall be removed, cleaned up, and disturbed turf reseeded.
- Upon completion of the industrial buildings, permanent landscaping features, including sod, will be established.

MAINTENANCE AFTER CONSTRUCTION:

Construction is complete after acceptance by the municipality. Maintenance up to this date will be by the contractor.

INSPECTION AND MAINTENANCE PLAN FOR STORMWATER MANAGEMENT STRUCTURES (BMPS)		
	INSPECTION SCHEDULE	CORRECTIVE ACTIONS
VEGETATED AREAS	Annually early spring and after heavy rains	Inspect all slopes and embankments and replant areas of bare soil or with sparse growth
		Armor rill erosion areas with riprap or divert the runoff to a stable area
		Inspect and repair down-slope of all spreaders and turn-outs for erosion
DITCHES, SWALES AND OPEN STORMWATER CHANNELS	Annually spring and late fall and after heavy rains	Mow vegetation as specified for the area
		Remove obstructions, sediments or debris from ditches, swales and other open channels
		Repair any erosion of the ditch lining
		Mow vegetated ditches
		Remove woody vegetation growing through riprap
CULVERTS	Spring and late fall and after heavy rains	Repair any slumping side slopes
		Repair riprap where underlying filter fabric or gravel is showing or if stones have dislodge
CATCHBASINS	Annually in the spring	Remove accumulated sediments and debris at the inlet, outlet, or within the conduit
		Remove any obstruction to flow
		Repair any erosion damage at the culvert's inlet and outlet
ROADWAYS AND PARKING AREAS	Annually in the spring or as needed	Remove sediments and debris from the bottom of the basin and inlet grates
		Remove floating debris and oils (using oil absorptive pads) from any trap
		Clear and remove accumulated winter sand in parking lots and along roadways
		Sweep pavement to remove sediment
		Grade road shoulders and remove accumulated winter sand
RESOURCE AND TREATMENT BUFFERS	Annually in the spring	Grade gravel roads and gravel shoulders
		Clean-out the sediment within water bars or open-top culverts
		Ensure that stormwater runoff is not impeded by false ditches of sediment in the shoulder
		Inspect buffers for evidence of erosion, concentrated flow, or encroachment by development
		Manage the buffer's vegetation with the requirements in any deed restrictions
WETPONDS DETENTION BASINS	Annually in fall and after heavy rains	Repair any sign of erosion within a buffer
		Inspect and repair down-slope of all spreaders and turn-outs for erosion
		Install more level spreaders, or ditch turn-outs if needed for a better distribution of flow
		Clean-out any accumulation of sediment within the spreader bays or turnout pools
		Mow non-wooded buffers no shorter than six inches and less than three times per year
FILTRATION AND INFILTRATION BASINS	Annually in the spring and late fall	Inspect the embankments for settlement, slope erosion, piping, and slumping
		Mow the embankment to control woody vegetation
		Inspect the outlet structure for broken seals, obstructed orifices, and plugged trash racks
		Remove and dispose of sediments and debris within the control structure
		Repair any damage to trash racks or debris guards
PROPRIETARY DEVICES	As specified by manufacturer	Replace any dislodged stone in riprap spillways
		Remove and dispose of accumulated sediments within the impoundment and forebay
		Clean the basin of debris, sediment and hydrocarbons
		Provide for the removal and disposal of accumulated sediments within the basin
		Renew the basin media if it fails to drain within 72 hours after a one-inch rainfall event
OTHER PRACTICES	As specified for devices	Till, seed and mulch the basin if vegetation is sparse
		Repair riprap where underlying filter fabric or gravel is showing or where stones have dislodged
		Contract with a third-party for inspection and maintenance
		Follow the manufacturer's plan for cleaning of devices
		Contact the department for appropriate inspection and maintenance requirements for other drainage control and runoff treatment measures

MISCELLANEOUS:

- Temporary erosion control seeding shall be applied at a rate of 100 lbs/acre/s, if directed.
- Straw bales, hay bales, perimeter erosion barrier and silt fences will not be permitted for temporary or permanent ditch checks. Ditch checks shall be composed of aggregate, silt panels, rolled excelsior, urethane foam/geotextile silt wedges, and/or any other material approved by the erosion and sediment control coordinator.
- Sediment collected during construction by the various temporary erosion control systems shall be disposed of on the site on a regular basis, as directed by the Engineer. The cost of this maintenance shall be paid for at the contract unit price per cubic yard for earth excavation.
- All erosion control products furnished shall be specifically recommended by the manufacturer for the use specified in the erosion control plan. Prior to the approval and use of the project, the contractor shall submit to the Engineer a notarized certification by the producer stating the intended use of the product and that the physical properties required for this application are met or exceeded. The contractor shall provide manufacturer installation procedures to facilitate the Engineer in construction inspection.

CONSTRUCTION ACTIVITY SEQUENCING:

- Erect perimeter silt fence.
- Construct stabilized construction entrance.
- Strip topsoil from site.
- Mass grade site.
- Erect interior silt fence and repair re-establish perimeter silt fence.
- Provide seeding and erosion control blanket in Detention Basin, slope area of south ditch and front yard setback areas.
- Establish seeding on regraded area.
- Install/construct Storm Sewer System including inlet protection excavated drains and end section rip rap protection.

INSPECTION AND MAINTENANCE PLAN FOR QUALIFIED SEWER CONSTRUCTION			SOIL PROTECTION CHART												
	INSPECTION SCHEDULE	CORRECTIVE ACTIONS	STABILIZATION TYPE	JAN.	FEB.	MAR.	APR.	MAY	JUN.	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.
SANITARY SEWERS	ANNUALLY	INSPECT ALL SANITARY SEWERS FOR BLOCKAGES	PERMANENT SEEDING			A			*	*		*			
			DORMANT SEEDING	B										B	
		TEMPORARY SEEDING			C						D				
		SODDING			E**										
		MULCHING	F												
A. KENTUCKY BLUEGRASS 90 LBS./AC. MIXED WITH PERENNIAL RYEGRASS 30 LBS./AC. B. KENTUCKY BLUEGRASS 135 LBS./AC. MIXED WITH PERENNIAL RYEGRASS 45 LBS./AC. + 2 TONS STRAW MULCH PER ACRE. C. SPRING OATS 100 LBS./AC. D. WHEAT OR CEREAL RYE 150 LBS./AC. E. SOD. F. STRAW MULCH 2 TONS/AC. * IRRIGATION NEEDED DURING JUNE, JULY AND SEPT. ** IRRIGATION NEEDED FOR 2-3 WEEKS AFTER SODDING.															

STORM WATER POLLUTION PREVENTION PLAN CERTIFICATES:

The following certificates shall be executed & provided to the Village of Tinley Park and Engineer with a copy at the job site:

- Contractor Certification Statement: "I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit (ILR-10) that authorizes the storm water discharges associated with activity from the construction site identifies as part of this certification."

By: _____ Contractor

- Owner Certification Statement: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

By: _____ Owner

The Village of Tinley Park requires compliance with NPDES Phase II program. As such, all developments shall provide to the extent possible, construction site run-off control and illicit discharge prevention and elimination.

- The owner is responsible for submitting the Notice of Intent (NOI) to the IEPA after the Storm Water Pollution Prevention Plan (SWPPP) is complete. The contractor is responsible for insuring that the NOI is postmarked at least 30 days before commencement of any work on site.
- Prior to commencement of construction, the owner shall provide written notification to the IEPA of completion of the SWPPP and that said plan is available at the site.
- The contractor is responsible for having the SWPPP on site at all times.
- Inspection of controls will be completed by the owner at least once every 7 days and within 24 hours of a storm 0.5" or greater.
- An Incident of Non-Compliance (ION) must be completed and submitted by the owner to the IEPA and copied to the Village if, at any time, an erosion or sediment control device fails.
- A Notice of Termination (NOT) shall be completed by the owner in compliance with NPDES Phase II requirements when all permanent erosion control measures are in place with a 70% establishment rate of vegetation. The NOT shall be sent to the IEPA and the Village.
- The contractor shall take the necessary steps to control waste such as discarded building materials, concrete truck washout, chemicals, litter and sanitary waste at the construction site that may cause adverse impacts to water quality.

THE CONTRACTOR WILL ASSUME RESPONSIBILITY FOR MAINTENANCE OF ALL SOIL EROSION CONTROL MEASURES DURING CONSTRUCTION AND THE OWNER WILL ASSUME RESPONSIBILITY OF ALL SOIL EROSION CONTROL MEASURES AFTER CONSTRUCTION.

INSPECTION SCHEDULE

- DIVERSION AND STRUCTURAL MEASURES - WILL BE INSPECTED AT WEEKLY INTERVALS OR AFTER EVERY RAIN STORM PRODUCING RUNOFF.
- SEDIMENT BASINS AND PONDS - WILL BE CHECKED AFTER EACH MAJOR PHASE OF THE DEVELOPMENT FOR SEDIMENT ACCUMULATION.
- VEGETATIVE PLANTINGS - SPRING PLANTINGS WILL BE CHECKED DURING SUMMER OR EARLY FALL.
- REPAIRS - ANY EROSION CONTROL MEASURES, STRUCTURAL MEASURES, OR OTHER RELATED ITEMS IN NEED OF REPAIR WILL BE MADE WITHIN 1-2 DAYS.
- MOWING DRAINAGEWAYS, DITCHES AND OTHER AREAS THAT SUPPORT A DESIGNED FLOW OF WATER WILL BE MOWED REGULARLY TO MAINTAIN THAT FLOW.
- FERTILIZATION - SEEDER AREAS WHERE THE SEED HAS NOT PRODUCED A GOOD COVER, WILL BE INSPECTED AND FERTILIZED AS NECESSARY.

CONSTRUCTION SEQUENCE AND RESPONSIBILITY CONTRACTOR

- INSTALL SEDIMENT CONTROL MEASURES: VC VEGETATIVE CHANNEL BF BARRIER FILTER SE STABILIZED CONSTRUCTION ENTRANCE
- GRADE SITE/STOCKPILE TOPSOIL.
- PRESERVE AND PROTECT EXISTING VEGETATION.
- TEMPORARY VEGETATIVE STABILIZATION OF CONTROL MEASURES: TS TEMPORARY SEEDING VF VEGETATIVE FILTER M MULCHING
- VEGETATIVE COVER ON ALL AREAS TO BE EXPOSED LONGER THAN 7 DAYS: TS TEMPORARY SEEDING PS PERMANENT SEEDING
- PERMANENT VEGETATIVE STABILIZATION OF ALL EXPOSED AREAS WITH 7 DAYS OF: PS PERMANENT SEEDING SO SODDING
- INSTALL PERMANENT LANDSCAPING & REMOVE TEMPORARY EROSION CONTROL
- PERFORM CONTINUING MAINTENANCE.

NOTE: PROVIDE TEMPORARY SEEDING FOR ALL DISTURBED PARKWAYS, EASEMENTS, DETENTION PONDS ETC. TO BE LEFT LONGER THAN 7 DAYS BEFORE PERMANENT SEEDING/FINAL LANDSCAPING IS TO OCCUR.

UNDERGROUND CONTRACTOR LANDSCAPE CONTRACTOR

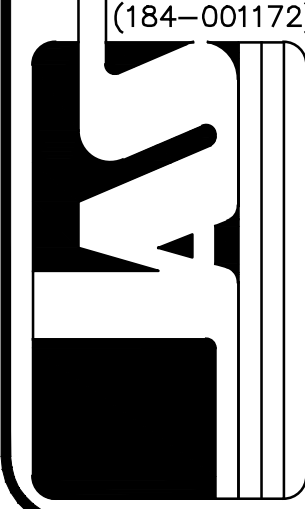
Lots 1, 2, 3 -Tinley Downes Add.

TINLEY PARK, IL

STORM WATER POLLUTION PREVENTION PLAN

REVISIONS: 4-30-25

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A. REFERENCED SPECIFICATIONS

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE FOLLOWING, EXCEPT AS MODIFIED HEREIN OR ON THE PLANS:
- * STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT SS) FOR ALL IMPROVEMENTS EXCEPT SANITARY SEWER AND WATER MAIN CONSTRUCTION;
 - * STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS, LATEST EDITION (SSWS) FOR SANITARY SEWER AND WATER MAIN CONSTRUCTION;
 - * VILLAGE OF TINLEY PARK MUNICIPAL CODE;
 - * THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO (MWRD) WATERSHED MANAGEMENT ORDINANCE AND TECHNICAL GUIDANCE MANUAL;
 - * IN CASE OF CONFLICT BETWEEN THE APPLICABLE ORDINANCES NOTED, THE MORE STRINGENT SHALL TAKE PRECEDENCE AND SHALL CONTROL ALL CONSTRUCTION.

B. NOTIFICATIONS

1. THE MWRD LOCAL SEWER SYSTEMS SECTION FIELD OFFICE MUST BE NOTIFIED AT LEAST TWO (2) WORKING DAYS PRIOR TO THE COMMENCEMENT OF ANY WORK (CALL 708-588-4055).
2. THE VILLAGE OF TINLEY PARK ENGINEERING DEPARTMENT AND PUBLIC WORKS DEPARTMENT MUST BE NOTIFIED AT LEAST 24 HOURS PRIOR TO THE START OF CONSTRUCTION AND PRIOR TO EACH PHASE OF WORK. CONTRACTOR SHALL DETERMINE ITEMS REQUIRING INSPECTION PRIOR TO START OF CONSTRUCTION OR EACH WORK PHASE.
3. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION FOR THE EXACT LOCATIONS OF UTILITIES AND FOR THEIR PROTECTION DURING CONSTRUCTION. IF EXISTING UTILITIES ARE ENCOUNTERED THAT CONFLICT IN LOCATION WITH NEW CONSTRUCTION, IMMEDIATELY NOTIFY THE ENGINEER SO THAT THE CONFLICT CAN BE RESOLVED. CALL J.U.L.I.E. AT 1-800-892-0123.

C. GENERAL NOTES

1. ALL ELEVATIONS SHOWN ON PLANS REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
2. MWRD, THE MUNICIPALITY AND THE OWNER OR OWNER'S REPRESENTATIVE SHALL HAVE THE AUTHORITY TO INSPECT, APPROVE, AND REJECT THE CONSTRUCTION IMPROVEMENTS.
3. THE CONTRACTOR(S) SHALL INDEMNIFY THE OWNER, ENGINEER, MUNICIPALITY, MWRD, AND THEIR AGENTS, ETC., FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, OR TESTING OF THIS WORK ON THE PROJECT.
4. THE PROPOSED IMPROVEMENTS MUST BE CONSTRUCTED IN ACCORDANCE WITH THE ENGINEERING PLANS AS APPROVED BY MWRD AND THE MUNICIPALITY UNLESS CHANGES ARE APPROVED BY MWRD, THE MUNICIPALITY, OR AUTHORIZED AGENT. THE CONSTRUCTION DETAILS, AS PRESENTED ON THE PLANS, MUST BE FOLLOWED. PROPER CONSTRUCTION TECHNIQUES MUST BE FOLLOWED ON THE IMPROVEMENTS INDICATED ON THE PLANS.
5. THE LOCATION OF VARIOUS UNDERGROUND UTILITIES WHICH ARE SHOWN ON THE PLANS ARE FOR INFORMATION ONLY AND REPRESENT THE BEST KNOWLEDGE OF THE ENGINEER. VERIFY LOCATIONS AND ELEVATIONS PRIOR TO BEGINNING THE CONSTRUCTION OPERATIONS.
6. ANY EXISTING PAVEMENT, SIDEWALK, DRIVEWAY, ETC., DAMAGED DURING CONSTRUCTION OPERATIONS AND NOT CALLED FOR TO BE REMOVED SHALL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR.
7. MATERIAL AND COMPACTION TESTING SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE MUNICIPALITY, MWRD, AND OWNER.
8. THE UNDERGROUND CONTRACTOR SHALL MAKE ALL NECESSARY ARRANGEMENTS TO NOTIFY ALL INSPECTION AGENCIES.
9. ALL NEW AND EXISTING UTILITY STRUCTURES ON SITE AND IN AREAS DISTURBED DURING CONSTRUCTION SHALL BE ADJUSTED TO FINISH GRADE PRIOR TO FINAL INSPECTION.
10. RECORD DRAWINGS SHALL BE KEPT BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER AS SOON AS UNDERGROUND IMPROVEMENTS ARE COMPLETED. FINAL PAYMENTS TO THE CONTRACTOR SHALL BE HELD UNTIL THEY ARE RECEIVED. ANY CHANGES IN LENGTH, LOCATION OR ALIGNMENT SHALL BE SHOWN IN RED. ALL WYES OR BENDS SHALL BE LOCATED FROM THE DOWNSTREAM MANHOLE. ALL VALVES, B-BOXES, TEES OR BENDS SHALL BE TIED TO A FIRE HYDRANT.

D. SANITARY SEWER

1. THE CONTRACTOR SHALL TAKE MEASURES TO PREVENT ANY POLLUTED WATER, SUCH AS GROUND AND SURFACE WATER, FROM ENTERING THE EXISTING SANITARY SEWERS.
2. A WATER-TIGHT PLUG SHALL BE INSTALLED IN THE DOWNSTREAM SEWER PIPE AT THE POINT OF SEWER CONNECTION PRIOR TO COMMENCING ANY SEWER CONSTRUCTION. THE PLUG SHALL REMAIN IN PLACE UNTIL REMOVAL IS AUTHORIZED BY THE MUNICIPALITY AND/OR MWRD AFTER THE SEWERS HAVE BEEN TESTED AND ACCEPTED.
3. DISCHARGING ANY UNPOLLUTED WATER INTO THE SANITARY SEWER SYSTEM FOR THE PURPOSE OF SEWER FLUSHING OF LINES FOR THE DEFLECTION TEST SHALL BE PROHIBITED WITHOUT PRIOR APPROVAL FROM THE MUNICIPALITY OR MWRD.
4. ALL SANITARY SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS (LATEST EDITION).
5. ALL FLOOR DRAINS SHALL DISCHARGE TO THE SANITARY SEWER SYSTEM.
6. ALL DOWNSPOUTS AND FOOTING DRAINS SHALL DISCHARGE TO THE STORM SEWER SYSTEM.
7. ALL SANITARY SEWER PIPE MATERIALS AND JOINTS (AND STORM SEWER PIPE MATERIALS AND JOINTS IN A COMBINED SEWER AREA) SHALL CONFORM TO THE FOLLOWING:

(PIPE MATERIAL TO BE AS INDICATED ON THE PLANS)

PIPE MATERIAL	PIPE SPECIFICATIONS	JOINT SPECIFICATIONS
VITRIFIED CLAY PIPE	ASTM C-700	ASTM C-425
REINFORCED CONCRETE SEWER PIPE	ASTM C-76	ASTM C-443
CAST IRON SOIL PIPE	ASTM A-74	ASTM C-564
DUCTILE IRON PIPE	ANSI A21.51	ANSI A21.11
POLYVINYL CHLORIDE (PVC) PIPE 6-INCH TO 15-INCH DIAMETER SDR 26 18-INCH TO 27-INCH DIAMETER F/DY=46	ASTM D-3034 ASTM F-679	ASTM D-3212 ASTM D-3212
HIGH DENSITY POLYETHYLENE (HDPE)	ASTM D-3350 ASTM D-3035	ASTM D-3261, F-2620 (HEAT FUSION) ASTM D-3212, F-477 (GASKETED)
WATER MAIN QUALITY PVC 4-INCH TO 36-INCH 4-INCH TO 12-INCH 14-INCH TO 48-INCH	ASTM D-2241 AWWA C900 AWWA C905	ASTM D-3139 ASTM D-3139 ASTM D-3139

THE FOLLOWING MATERIALS ARE ALLOWED ON A QUALIFIED BASIS SUBJECT TO DISTRICT REVIEW AND APPROVAL PRIOR TO PERMIT ISSUANCE. A SPECIAL CONDITION WILL BE ADDED TO THE PERMIT WHEN THE PIPE MATERIAL BELOW IS USED FOR SEWER CONSTRUCTION OR A CONNECTION IS MADE.

PIPE MATERIAL PIPE SPECIFICATIONS JOINT SPECIFICATIONS

POLYPROPYLENE (PP) PIPE		
12-INCH TO 24-INCH DOUBLE WALL	ASTM F-2736	D-3212, F-477
30-INCH TO 60-INCH TRIPLE WALL	ASTM F-2764	D3212, F-477

8. ALL SANITARY SEWER CONSTRUCTION (AND STORM SEWER CONSTRUCTION IN COMBINED SEWER AREAS), REQUIRES STONE BEDDING WITH STONE ¼" TO 1" IN SIZE, WITH MINIMUM BEDDING THICKNESS EQUAL TO ¼ THE OUTSIDE DIAMETER OF THE SEWER PIPE, BUT NOT LESS THAN FOUR (4) INCHES NOR MORE THAN EIGHT (8) INCHES. MATERIAL SHALL BE CA-7, CA-11 OR CA-13 AND SHALL BE EXTENDED AT LEAST 12" ABOVE THE TOP OF THE PIPE WHEN USING PVC.
9. NON-SHEAR FLEXIBLE-TYPE COUPLINGS SHALL BE USED IN THE CONNECTION OF SEWER PIPES OF DISSIMILAR PIPE MATERIALS.
10. ALL MANHOLES SHALL BE PROVIDED WITH BOLTED, WATERTIGHT COVERS. SANITARY LIDS SHALL BE CONSTRUCTED WITH A CONCEALED PICKHOLE AND WATERTIGHT GASKET WITH THE WORD "SANITARY" CAST INTO THE LID.
11. WHEN CONNECTING TO AN EXISTING SEWER MAIN BY MEANS OTHER THAN AN EXISTING WYE, TEE, OR AN EXISTING MANHOLE, ONE OF THE FOLLOWING METHODS SHALL BE USED:
- a) A CIRCULAR SAW-CUT OF SEWER MAIN BY PROPER TOOLS ("SHEWER-TAP" MACHINE OR SIMILAR) AND PROPER INSTALLATION OF HUB-WYE SADDLE OR HUB-TEE SADDLE.
 - b) REMOVE AN ENTIRE SECTION OF PIPE (BREAKING ONLY THE TOP OF ONE BELL) AND REPLACE WITH A WYE OR TEE BRANCH SECTION.
 - c) WITH PIPE CUTTER, NEATLY AND ACCURATELY CUT OUT DESIRED LENGTH OF PIPE FOR INSERTION OF PROPER FITTING, USING "BAND SEAL" OR SIMILAR COUPLINGS TO HOLD IT FIRMLY IN PLACE.
12. WHENEVER A SANITARY/COMBINED SEWER CROSSES UNDER A WATERMAIN, THE MINIMUM VERTICAL DISTANCE FROM THE TOP OF THE SEWER TO THE BOTTOM OF THE WATERMAIN SHALL BE 18 INCHES. FURTHERMORE, A MINIMUM HORIZONTAL DISTANCE OF 10 FEET BETWEEN SANITARY/COMBINED SEWERS AND WATERMAINS SHALL BE MAINTAINED UNLESS: THE SEWER IS LAID IN A SEPARATE TRENCH, KEEPING A MINIMUM 18" VERTICAL SEPARATION; OR THE SEWER IS LAID IN THE SAME TRENCH WITH THE WATERMAIN LOCATED AT THE OPPOSITE SIDE ON A BENCH OF UNDISTURBED EARTH, KEEPING A MINIMUM 18" VERTICAL SEPARATION. IF EITHER THE VERTICAL OR HORIZONTAL DISTANCES DESCRIBED CANNOT BE MAINTAINED, OR THE SEWER CROSSES ABOVE THE WATER MAIN, THE SEWER SHALL BE CONSTRUCTED TO WATER MAIN STANDARDS OR IT SHALL BE ENCASED WITH A WATER MAIN QUALITY CARRIER PIPE WITH THE ENDS SEALED.
13. ALL EXISTING SEPTIC SYSTEMS SHALL BE ABANDONED. ABANDONED TANKS SHALL BE FILLED WITH GRANULAR MATERIAL OR REMOVED.
14. ALL SANITARY MANHOLES, (AND STORM MANHOLES IN COMBINED SEWER AREAS), SHALL HAVE A MINIMUM INSIDE DIAMETER OF 48 INCHES, AND SHALL BE CAST IN PLACE OR PRE-CAST REINFORCED CONCRETE.
15. ALL SANITARY MANHOLES, (AND STORM MANHOLES IN COMBINED SEWER AREAS), SHALL HAVE PRECAST "RUBBER BOOTS" THAT CONFORM TO ASTM C-923 FOR ALL PIPE CONNECTIONS. PRECAST SECTIONS SHALL CONSIST OF MODIFIED GROOVE TONGUE AND RUBBER GASKET TYPE JOINTS.
16. ALL ABANDONED SANITARY SEWERS SHALL BE PLUGGED AT BOTH ENDS WITH AT LEAST 2 FEET LONG NON-SHRINK CONCRETE OR MORTAR PLUG.
17. EXCEPT FOR FOUNDATION/FOOTING DRAINS PROVIDED TO PROTECT BUILDINGS, OR PERFORATED PIPES ASSOCIATED WITH VOLUME CONTROL FACILITIES, DRAIN TILES/FIELD TILES/UNDERDRAINS/PERFORATED PIPES ARE NOT ALLOWED TO BE CONNECTED TO OR TRIBUTARY TO COMBINED SEWERS, SANITARY SEWERS, OR STORM SEWERS TRIBUTARY TO COMBINED SEWERS IN COMBINED SEWER AREAS. CONSTRUCTION OF NEW FACILITIES OF THIS TYPE IS PROHIBITED; AND ALL EXISTING DRAIN TILES AND PERFORATED PIPES ENCOUNTERED WITHIN THE PROJECT AREA SHALL BE PLUGGED OR REMOVED, AND SHALL NOT BE CONNECTED TO COMBINED SEWERS, SANITARY SEWERS, OR STORM SEWERS TRIBUTARY TO COMBINED SEWERS.
18. A BACKFLOW PREVENTER IS REQUIRED FOR ALL DETENTION BASINS TRIBUTARY TO COMBINED SEWERS. REQUIRED BACKFLOW PREVENTERS SHALL BE INSPECTED AND EXERCISED ANNUALLY BY THE PROPERTY OWNER TO ENSURE PROPER OPERATION, AND ANY NECESSARY MAINTENANCES SHALL BE PERFORMED TO ENSURE FUNCTIONALITY. IN THE EVENT OF A SEWER SURCHARGE INTO AN OPEN DETENTION BASIN TRIBUTARY TO COMBINED SEWERS, THE PERMITTEE SHALL ENSURE THAT CLEAN UP AND WASH OUT OF SEWAGE TAKES PLACE WITHIN 48 HOURS OF THE STORM EVENT.

E. EROSION AND SEDIMENT CONTROL

1. THE CONTRACTOR SHALL INSTALL THE EROSION AND SEDIMENT CONTROL DEVICES AS SHOWN ON THE APPROVED EROSION AND SEDIMENT CONTROL PLAN.
2. EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE FUNCTIONAL PRIOR TO HYDROLOGIC DISTURBANCE OF THE SITE.
3. ALL DESIGN CRITERIA, SPECIFICATIONS, AND INSTALLATION OF EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE IN ACCORDANCE WITH THE ILLINOIS URBAN MANUAL.
4. A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN SHALL BE MAINTAINED ON THE SITE AT ALL TIMES.
5. INSPECTIONS AND DOCUMENTATION SHALL BE PERFORMED, AT A MINIMUM:
- a) UPON COMPLETION OF INITIAL EROSION AND SEDIMENT CONTROL MEASURES, PRIOR TO ANY SOIL DISTURBANCE.
 - b) ONCE EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM EVENT WITH GREATER THAN 0.5 INCH OF RAINFALL OR LIQUID EQUIVALENT PRECIPITATION.
6. SOIL DISTURBANCE SHALL BE CONDUCTED IN SUCH A MANNER AS TO MINIMIZE EROSION. IF STRIPPING, CLEARING, GRADING, OR LANDSCAPING ARE TO BE DONE IN PHASES, THE CO-PERMITTEE SHALL PLAN FOR APPROPRIATE SOIL EROSION AND SEDIMENT CONTROL MEASURES.
7. A STABILIZED MAT OF CRUSHED STONE MEETING THE STANDARDS OF THE ILLINOIS URBAN MANUAL SHALL BE INSTALLED AT ANY POINT WHERE TRAFFIC WILL BE ENTERING OR LEAVING A CONSTRUCTION SITE. SEDIMENT OR SOIL REACHING AN IMPROVED PUBLIC RIGHT-OF-WAY, STREET, ALLEY OR PARKING AREA SHALL BE REMOVED BY SCRAPING OR STREET CLEANING AS ACCUMULATIONS WARRANT AND TRANSPORTED TO A CONTROLLED SEDIMENT DISPOSAL AREA.
8. CONCRETE WASHOUT FACILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ILLINOIS URBAN MANUAL AND SHALL BE INSTALLED PRIOR TO ANY ON SITE CONSTRUCTION ACTIVITIES INVOLVING CONCRETE.
9. MORTAR WASHOUT FACILITIES SHALL BE CONSTRUCTED IN ADDITION TO CONCRETE WASHOUT FACILITIES FOR ANY BRICK AND MORTAR BUILDING ENVELOPE CONSTRUCTION ACTIVITIES.
10. TEMPORARY DIVERSIONS SHALL BE CONSTRUCTED AS NECESSARY TO DIRECT ALL RUNOFF FROM HYDROLOGICALLY DISTURBED AREAS TO AN APPROPRIATE SEDIMENT TRAP OR BASIN. VOLUME CONTROL FACILITIES SHALL NOT BE USED AS TEMPORARY SEDIMENT BASINS.
12. DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED SHALL BE STABILIZED WITH TEMPORARY OR PERMANENT MEASURES WITHIN SEVEN (7) DAYS.
13. ALL FLOOD PROTECTION AREAS AND VOLUME CONTROL FACILITIES SHALL, AT A MINIMUM, BE PROTECTED WITH A DOUBLE-ROW OF SILT FENCE (OR EQUIVALENT).
14. VOLUME CONTROL FACILITIES SHALL NOT BE CONSTRUCTED UNTIL ALL OF THE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED.
15. SOIL STOCKPILES SHALL, AT A MINIMUM, BE PROTECTED WITH PERIMETER SEDIMENT CONTROLS. SOIL STOCKPILES SHALL NOT BE PLACED IN FLOOD PROTECTION AREAS OR THEIR BUFFERS.
16. EARTHEN EMBANKMENT SIDE SLOPES SHALL BE STABILIZED WITH APPROPRIATE EROSION CONTROL BLANKET.
17. STORM SEWERS THAT ARE OR WILL BE FUNCTIONING DURING CONSTRUCTION SHALL BE PROTECTED BY APPROPRIATE SEDIMENT CONTROL MEASURES.
18. THE CONTRACTOR SHALL EITHER REMOVE OR REPLACE ANY EXISTING DRAIN TILES AND INCORPORATE THEM INTO THE DRAINAGE PLAN FOR THE DEVELOPMENT. DRAIN TILES CANNOT BE TRIBUTARY TO A SANITARY OR COMBINED SEWER. DRAIN TILES ALLOWED IN COMBINED SEWER AREA FOR GREEN INFRASTRUCTURE PRACTICES.
19. IF DEWATERING SERVICES ARE USED, ADJOINING PROPERTIES AND DISCHARGE LOCATIONS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION. DEWATERING SYSTEMS SHOULD BE INSPECTED DAILY DURING OPERATIONAL PERIODS. THE SITE INSPECTOR MUST BE PRESENT AT THE COMMENCEMENT OF DEWATERING ACTIVITIES.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TRENCH DEWATERING AND EXCAVATION FOR THE INSTALLATION OF SANITARY SEWERS, STORM SEWERS, WATERMAINS AS WELL AS THEIR SERVICES AND OTHER APPURTENANCES. ANY TRENCH DEWATERING, WHICH CONTAINS SEDIMENT SHALL PASS THROUGH A SEDIMENT SETTLING POND OR EQUALLY EFFECTIVE SEDIMENT CONTROL DEVICE. ALTERNATIVES MAY INCLUDE DEWATERING INTO A SUMP PIT, FILTER BAG OR EXISTING VEGETATED UPSLOPE AREA. SEDIMENT LADEN WATERS SHALL NOT BE DISCHARGE TO WATERWAYS, FLOOD PROTECTION AREAS OR THE COMBINED SEWER SYSTEM.
21. ALL PERMANENT EROSION CONTROL PRACTICES SHALL BE INITIATED WITHIN SEVEN (7) DAYS FOLLOWING THE COMPLETION OF SOIL DISTURBING ACTIVITIES.
22. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED AND REPAIRED AS NEEDED ON A YEAR-ROUND BASIS DURING CONSTRUCTION AND ANY PERIODS OF CONSTRUCTION SHUTDOWN UNTIL PERMANENT STABILIZATION IS ACHIEVED.
23. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN THIRTY (30) DAYS AFTER PERMANENT SITE STABILIZATION.
24. THE EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THE PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL MEASURES MAY BE REQUIRED, AS DIRECTED BY THE ENGINEER, SITE INSPECTOR, OR MWRD.

REVISIONS: 4-30-25

(184-001172)

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Lots 1, 2, 3 - Tinley Downes Add., Lot 19 - Tinley Downe Estates

TINLEY PARK, IL
M.W.R.D. NOTES

Date: 3-7-25
Scale: N/A
File Name: 18-056 TINLEY DOWNES 3-08-25
Drawn: JAR
Checked: DWO
Sheet:
7 OF 8
Project No.:
18-056



MEMORANDUM



TO: Administration and Legal Committee

FROM: Brad Bettenhausen, Treasurer

RE: Transfer Deed for 7942-7950 172nd Street (PINs 27-25-316-001, -002, and -003)

DATE: 15 June 2017

With the development of the Bickford of Tinley Park Senior Living facility at 17301 80th Avenue, the developers were required to construct a central stormwater detention pond. (That pond "G-1" can be seen at the bottom of the map excerpt accompanying this memo.)

The Village collected funds from other developments toward the construction of this central pond over many years, so the full weight of the related construction was not solely on Bickford. The construction of this central pond was not required until the former "Farmer Jones" property was redeveloped (Bickford).

When the second phase of the Tinley Downes (generally the southeast corner of 171st Street and 80th Avenue) residential subdivision (Tinley Downes Addition) was proposed in 1993, the developer Mike Murphy/Mallow Construction, was required to construct a temporary detention pond on Lots 1, 2, and 3 and deed those lots to the Village. (See highlighted lots on accompanying map excerpt.) This temporary pond was to remain in service until such time as the larger central stormwater detention pond was constructed. The temporary detention pond and its future return to the developer were memorialized in the annexation agreement adopted under Resolution 93-R-021 approved on 18 May 1993.

The central stormwater detention pond has been completed and accepted by the Village which now makes this temporary detention pond lots eligible to be returned to the developer in accordance with the annexation agreement. The requisite deed to transfer these lots in the Tinley Downes Addition subdivision to Mike Murphy has been prepared. At his expense, Mr. Murphy will be required to construct the necessary storm sewer line to join the temporary pond's existing inlet with its outlet pipe so that the former temporary detention pond is bypassed before these lots can be developed with new homes.

This transaction is considered a routine administrative matter and a legal requirement under the annexation agreement which is why it is being brought before this committee. If recommended for approval, this item (the transfer of real estate) is anticipated to appear on the 11 July 2017 board agenda to create a proper paper trail for the transaction. As this type of situation is not encountered that frequently (particularly as there are not that many developments that have required such arrangements), we wished to bring it to your attention and explain the history behind this transaction before it appeared on a Village Board agenda. Should you have any questions, please do not hesitate to contact.



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

CLERK'S CERTIFICATE

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

RESOLUTION NO. 93-R-021

**"RESOLUTION AUTHORIZING EXECUTION OF
ANNEXATION AGREEMENT (TINLEY DOWNES ADDITION)"**

which Resolution was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 18th day of May, 1993, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 18th day of May, 1993.

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

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

NAYS: NONE

ABSENT: NONE

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this 21st day of May, 1993.


Acting Village Clerk

TMB:ajh
5/11/93

RESOLUTION NO. 93-R-021

**RESOLUTION AUTHORIZING EXECUTION OF
ANNEXATION AGREEMENT (TINLEY DOWNES ADDITION)**

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 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 (Tinley Downes Addition)-Southeast Corner at 80th Avenue and 171st Street" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized

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5/18/93

ANNEXATION AGREEMENT (TINLEY DOWNES ADDITION)
- SOUTHEAST CORNER AT 80TH AVENUE AND 171ST STREET

INTRODUCTION.

1. This Agreement entered into this 18th day of MAY, 1993, by and between the **VILLAGE OF TINLEY PARK**, an Illinois Municipal Corporation (hereinafter referred to as the "Village"); **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, as Trustee under Trust Agreement dated July 8, 1991 and known as Trust No. 114205-02 and **TINLEY PARK CENTER PARTNERSHIP**, the sole beneficiary of said Trust No. 114205-02 (hereinafter collectively referred to as "Owner"); and **CHRIS VERVENIOTIS, DEMETRIOS L. KOZONIS** and **DOUGLAS S. GANNETT**, all individually and as the general partners of said partnership (hereinafter collectively referred to as "Developer").

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

3. The Subject Property is generally located at the southeast corner of 171st Street and 80th Avenue, with the exception of the property being developed commercially at that intersection. A portion of the Subject Property lies within unincorporated Cook County, Illinois ("Unincorporated Portion") and such Unincorporated Portion is legally described on **EXHIBIT A**. The remainder of the property has previously been annexed to the Village ("Incorporated Portion") and is likewise legally described on **EXHIBIT A**. The entire Subject Property is approximately 16.2 acres in size, with the Unincorporated Portion to be annexed being 4.6 acres.

4. The Subject Property is proposed to be developed by the Developer under the R-2 Single-Family Residence District classification of the Tinley Park Zoning Ordinance.

5. The Village of Tinley Park is a Home Rule Unit pursuant to the provisions of the Illinois Constitution, Article VII, Section 6, and the terms, conditions and acts of the Village under this Agreement are entered into and performed pursuant to the Home Rule powers of the Village and the statutes in such cases made and provided.

RECITALS:

1. The parties hereto desire that the Subject Property be annexed to the Village, subject to the terms and conditions as hereinafter set forth and that the Subject Property be zoned and developed in the manner as set forth in this Agreement under the R-2 Single-family Residential District provisions of the Tinley Park Zoning Ordinance.

2. Owner has petitioned the Village for annexation to the Village of the Subject Property and for amendment to the Zoning Ordinance classifying the Subject Property as more fully hereinafter set forth.

3. The parties hereto have fully complied with all relevant statutes of the State of Illinois and ordinances of the Village with respect to annexation including the filing of a petition by Owner requesting annexation of the above-described Subject Property and zoning of the Subject Property to enable development as herein provided. The Village has caused the issuance of proper notice and the conduct of all hearings by all necessary governmental entities to effectuate such annexation and rezoning as herein provided, including all hearings as are necessary to effectuate the plan of development herein set forth.

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

- (a) Adoption and execution of this Agreement by resolution;
- (b) Enactment of the annexation ordinance annexing the Unincorporated Portion as described on EXHIBIT A to the Village;

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- (c) Adoption of such ordinances as are necessary to effectuate the terms and provisions of this Agreement including the classification of the Subject Property for purposes of zoning;
- (d) The adoption of such other ordinances, resolutions and actions as may be necessary to fulfill and implement this Agreement pursuant to the terms and conditions herein contained.

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

6. The parties hereto have determined that it is in the best interests of the Village, the Owner and the Developer and in furtherance of the public health, safety, comfort, morals and welfare of the community to execute and implement this Agreement and that such implementation of this Agreement and development of the Subject Property pursuant to its terms and conditions will constitute an improvement of the tax base of the Village, be in implementation of the comprehensive plan of the Village and will constitute a preservation of environmental values.

7. The sole beneficiary of said Trust No. 114205-02, being the Tinley Park Center Partnership, an Illinois general partnership, covenants and agrees that it will execute all necessary directions and issue all necessary instructions and take all other action necessary to direct and require Owner to perform its obligations hereunder.

SECTION ONE: Annexation.

The Owners have filed a petition for annexation to the Village of the Unincorporated Portion legally described above pursuant to statute in such cases made and provided. The Village has by execution of this Agreement manifested its intention to annex the Unincorporated Portion pursuant to the terms and conditions of this Agreement.

Subject to the provisions of Chapter 24, Article 7, of the Illinois Revised Statutes, and such other statutory provisions as may be relevant and the Home Rule powers of the Village, the

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Village shall by proper resolution, cause approval and execution of this Agreement and after adoption and execution of this Agreement shall cause the Unincorporated Portion to be annexed to the Village. Also the Village, upon annexation of the Subject Property, shall thereafter adopt all ordinances respecting the zoning, use and development of the Subject Property as herein provided. A plat of annexation of the Unincorporated Portion to be annexed is attached hereto as EXHIBIT B. The new boundary of the Village resulting from such annexation shall extend to the far side of any adjacent highway and shall include all of every highway within the area so annexed.

Upon the execution of this Agreement, Owner and Developer shall do all things necessary and proper to carry out the terms, conditions and provisions of this Agreement and effectuate the annexation of the above-described Subject Property to the Village, and to aid and assist the Village in also so doing.

The Village shall take all actions necessary to carry out and perform the terms and conditions of this Agreement and to effectuate the annexation of the Subject Property to the Village.

Owner and Developer hereby further agree to do all things necessary to annex the following described property to the Village, subject to all of the terms and conditions of this Agreement, unless otherwise determined by the Village at a public hearing on the matter:

The South 19.50 feet of the North 381.00 feet of the West 361.50 (except the East 130.00 feet thereof) of the East Half of the Southwest Quarter of Section 25, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

and agree to proceed to acquire said 19.50 feet for the sum of \$5,000.00 from the Village promptly upon the Village being able to convey fee simple title to said property to Owner.

SECTION TWO: Zoning, Plan Approval and Design Standards.

A. The Village, upon annexation and necessary hearings before the relevant governmental bodies having taken place pursuant

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to statute and ordinances in such cases made and provided and pursuant to requisite notice having been given, shall by proper ordinance after execution of this Agreement and annexation of the Subject Property to the Village cause the Subject Property to be classified under the Zoning Ordinance of the Village as R-2 Single-family Residential District, and, upon petition by Owner, shall consider a variation for proposed Lot 32 (as identified on the below indicated site plan) to permit a lot with a lot size of approximately 11,450 square feet rather than the required minimum lot size of 12,000 square feet as provided for in Schedule II of Section V,B of the Tinley Park Zoning Ordinance.

B. The Subject Property shall be developed substantially in accordance with the land plan appended hereto and incorporated herein as EXHIBIT C entitled "Tinley Downes Addition Site Plan" prepared by Landirks Co. (Landmark Engineering Corporation) and dated as of July 28th, 1992. The Developer agrees that the Subject Property shall be developed substantially in accordance with said land plan as shown on said site plan (EXHIBIT C) as approved or as may be subsequently amended and approved by the Village.

C. Because of the steep grade differential between the property and adjoining properties, including Outlot A as identified on EXHIBIT C, the Developer shall construct retaining walls along the rear of proposed Lots 6 to 8, proposed Lots 17 to 23 and proposed Lots 25 to 27, as such Lots are identified on EXHIBIT C attached hereto. Along the rear of proposed Lots 17 to 23 such retaining wall shall be at least six feet high and shall be constructed of either timber or decorative brick in accordance with the final engineering plans approved by the Village. Along proposed Lots 25 to 27, the retaining wall will be at least three feet high and shall be constructed of timber or decorative brick in accordance with final engineering plans approved by the Village. The retaining wall along the rear of Lots 6 to 8 shall be at least

3 feet in height and shall be constructed of timber or decorative brick in accordance with final engineering plans approved by the Village.

D. There shall be no stockpiling of dirt on proposed Lots 27 to 33, nor shall there be any stockpiling of dirt on the proposed street right-of-way between proposed Lots 27 and 28.

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

F. The Village shall have the right to require such soil borings tests as it determines for each individual residential lot on the Subject Property.

SECTION THREE: Utility Recaptures and Contributions.

A. In accordance with the Village's policy of providing recapture to the Village or developers who have extended and/or oversized sewer, water, central retention ponds, and other utilities or public improvements beyond their territory to serve other territories, and particularly, the territory to be annexed to the Village by this Agreement, and the policy of providing recapture for the construction of future central retention ponds, Owner and Developer shall pay to the Village all sums of money due to the Village or other developers who are entitled to recapture

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for extending and/or oversizing utilities or public improvements, or for future improvements, to serve the Subject Property in accordance with the schedule set forth below.

1. The following recaptures which include all interest, shall be paid at the time of annexation of the Subject Property to the Village:

<u>Recaptures</u>	<u>Total Amount Due*</u>
<u>Lift Station</u>	
171st Street and 80th Avenue (\$666.86 per gross acre based on 4.6 acres)	\$ 3,067.56
<u>Sanitary Sewer</u>	
80th Avenue sewer (\$556.62 per gross acre based on 4.6 acres)	\$ 2,560.45
<u>Storm Sewer</u>	
Tinley Downes storm sewer (\$1,607.63 per gross acre based on 4.6 acres)	\$ 7,395.11
<u>Central Detention</u>	
Central Detention Pond (G-1) (\$3,960 per gross acre based on 4.6 acres)	\$ 18,216.00
171st Street Right-of-Way	\$ 5,441.70
Street Lights - 171st Street and 80th Avenue	\$ 10,500.00
TOTAL AMOUNT DUE ON ANNEXATION.	<u><u>\$ 47,180.82**</u></u>

* Includes applicable interest.

** For additional amounts due on issuance of the first building permit, see subparagraph 2 below.

2. At the time of issuance of the first 30 building permits for the buildings to be constructed on any portion of the Subject Property, the Owner and Developer shall pay to the Village \$1,012.00 per building permit for street improvements for 171st Street and 80th Avenue (which amount is computed at the rate of

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\$50.00 per lineal foot of improvement to be installed based upon 607.2 feet of frontage, and which amount totals \$30,360.00).

SECTION FOUR: Contributions.

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

	<u>Per Residential Unit</u>
Water Construction Fund	\$ 300.00
Sewer Construction Fund	\$ 100.00
Tinley Park Volunteer Fire Dept.	\$ 100.00
Tinley Park Park District	\$ 125.00
Tinley Park Board of Library Directors	\$ 100.00
School District Number 140	\$3800.00
Consolidated High School District Number 230	\$ 100.00
E.S.D.A. Siren System	\$ 15.00

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

Storm Water run off emanating from the Subject Property shall be detained in a temporary storm water detention area located on the Subject Property to be constructed and installed by the Owner and Developer. Such system shall include all storm water management facilities, including both on-site and off-site storm sewers, if needed, in accordance with final engineering plans approved by the Village. The design criteria, construction and maintenance of the storm sewers and detention facilities shall be in accordance with all standards of the Village in force on the date of final plat approval for each phase, and also all standards of the Metropolitan Water Reclamation District of Greater Chicago in effect at the time of final plat approval for each phase, and shall be completed by the Owner and Developer at their expense.

The required storm water detention facilities for each phase of development must be completed (except for final sodding) before

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any occupancy permits shall be issued for such phase. All storm water detention facilities shall be maintained by the Developer during the course of development, and thereafter shall be maintained by the Village after acceptance by the Village of the improvements.

If any such facilities or any related work must be located or done within any defined floodways, then it is understood and agreed that Developer must obtain all appropriate permits from the Division of Water Resources of the Illinois Department of Transportation prior to commencing construction in the floodway.

Any such facilities which are to be located in a wetland or any excavation work which will disrupt the wetlands shall require a permit from the U.S. Army Corps of Engineers. Developer must conduct the necessary study to determine if any wetlands exist on the Subject Property. No work shall commence in any wetland until such time as any such permit is obtained. Owner and Developer shall also construct and install any other storm water retention or detention facilities required by any public body having applicable jurisdiction regarding storm water management relating to the Subject Property.

In addition, the Owner and Developer shall take whatever action is necessary to improve Outlot A shown on EXHIBIT C for storm water detention purposes and/or for wetlands mitigation purpose. The on-site temporary detention shall be constructed and installed on proposed Lots 1 through 3 as shown on said EXHIBIT C. Once such on-site temporary detention is provided on said proposed Lots 1 through 3, the Owner and Developer shall convey to the Village title to such proposed Lots 1 through 3 subject only to such terms and conditions as the Village may agree to. Once Central Detention Service Area G-1 has been constructed and is placed in operation, said proposed Lots 1 through 3 shall be reconveyed to Owner and Developer by the Village by an appropriate quit claim deed. Outlot A shall be conveyed by the Owner and

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Developer to the Village once all improvements that are required on it have been constructed. Outlot A shall not be reconveyed to the Owner and Developer.

Central Detention Service Area G-1 as shown on the Village of Tinley Park, Central Detention, Master Plan shall be the service area for storm sewer detention which will serve the Subject Property. It is acknowledged that said Pond G-1 has not been constructed as of this time and a variation is hereby granted to permit the on-site temporary detention facilities until said Pond G-1 is completed.

SECTION SIX: Streets and Sidewalks.

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

Also, Developer shall be required to keep all public streets located on the Subject Property as well as adjoining streets clear from mud and debris generated by construction activity on the Subject Property. Such streets must be cleaned at least once a day, and more often if required by the Village in its sole judgment. For each day that the public streets are not cleaned as

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required hereunder during construction, the Developer shall be subject to a fine of \$250.00 each day. If any such fine is not promptly paid, the Village shall have the right to stop any and all further construction until paid.

In addition to sidewalks which are required under the Village's Subdivision Regulation Ordinance, the Developer shall construct and install a five foot (5') wide concrete sidewalk along the entire length of the Subject Property along the east side of 80th Avenue, and also a five (5') foot wide sidewalk along the entire length of the Subject Property along 171st Street, all in accordance with final engineering plans approved by the Village.

SECTION SEVEN: Water Supply.

Developer shall be required to construct and install at its expense all necessary on-site water mains to service the Subject Property. In addition, in order to provide a fully looped system, Developer shall be required to construct and install at its expense a 12" water main from the existing water line located at 80th Avenue east along 172nd Street to the proposed extension of Dooneen Avenue, thence northeasterly along Dooneen Avenue as extended to 78th Avenue as extended, thence north on 78th Avenue as extended to 171st Street, and thence east along 171st Street to a connection with the existing 12 inch water main of the Village located at Ozark Avenue. All such water mains shall be constructed and installed in accordance with the Subdivision Regulations Ordinance of the Village and final engineering plans approved by the Village.

SECTION EIGHT: Sanitary Sewers.

Developer shall be required to construct and install at its expense all necessary sanitary sewers to service the Subject Property in accordance with the Subdivision Regulations Ordinance of the Village and final engineering plans approved by the Village.

SECTION NINE: Easements.

The Owner and/or Developer agree at the time of approval of the Annexation Agreement to grant to the Village, and/or obtain

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grants to the Village of, all necessary easements for the extension of sewer, water, street, or other utilities, including cable television, or for other improvements which may serve not only the Subject Property, but other territories in the general area. Also, Owner and/or Developer shall grant a blanket easement to the Village to have access to and the right to maintain any storm water management facilities located on the Subject Property for storm water management purposes, even though the Developer and Owner agree to maintain such facilities for such purposes. Owner and Developer shall record a declaration of covenants and restrictions, an easement or other legally sufficient document in a form and substance approved by the Village and providing for the care and maintenance of said storm water management facilities, including the right of the Village, in its sole discretion and not implying any duty whatsoever, to go in and perform such maintenance work if necessary and to charge the Developer and Owner for the costs for the same, including the right to record a lien against the Subject Property if such costs are not paid.

All such easements to be granted shall name the Village and/or other appropriate entities designated by the Village as grantee thereunder. It shall be the responsibility of the Owner and Developer to obtain all easements, both on site and off site, necessary to serve the Subject Property.

SECTION TEN: Developmental Codes and Ordinances and General Matters.

The development of the Subject Property annexed and of each lot respectively encompassed by this Agreement shall be in accordance with the existing building, zoning, subdivision, storm water retention and other developmental codes and ordinances of the Village as they exist on the date each respective permit for development of each lot is issued. Planning and engineering designs and standards, and road construction and dedication of public improvements, shall be in accordance with the then existing ordinances of the Village or in accordance with the statutes and

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regulations of other governmental agencies having jurisdiction thereof if such standards are more stringent than those of the Village of Tinley Park at such time. Notwithstanding the foregoing, the dollar amounts for the contributions set forth in Section Four above shall not be increased during the term of this Agreement; however, all other fees, etc. set forth under the various ordinances of the Village shall be paid by the Owner or Developer at the rate set forth in the Village ordinances at the time each permit is issued.

No occupancy permit shall be issued for any building prior to the completion and acceptance by the Village of the required public improvements, except for the final surface course for the streets. Provided, however, the construction and installation of the public improvements to be done by Developer may be commenced at any time after Developer has delivered to Village an irrevocable letter of credit, in a form satisfactory to, and from a bank or other financial institution approved by, the Village in the amount of 125% of the Developer's Engineer's estimate of the cost of construction and installation of all such improvements as approved by the Village Engineer, or 110% of actual construction contract costs, including all required lighting, streets and street lights, landscaping and sewer and water lines.

SECTION ELEVEN: Utilities.

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

SECTION TWELVE: Impact Requirements.

Developer and Owner agree that any and all recaptures, contributions, dedications, donations and easements provided for in this Agreement substantially advance legitimate governmental interests of the Village, including, but not limited to, providing its residents, and in particular the future residents of the Subject Property with access to and use of public utilities,

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streets, libraries, schools, parks and recreational facilities, fire protection, and emergency services. Developer and Owner further agree that the recaptures, contributions, dedications, donations and easements required by this Agreement are uniquely attributable to, reasonably related to and made necessary by the development of the Subject Property.

**SECTION THIRTEEN: Binding Effect and Term and
Covenants Running with the Land.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto, successor owners of record of the Subject Property, assignees, lessees and upon any successor municipal authorities of said Village and successor municipalities, for a period of twenty (20) years from the date of execution hereof and any extended time that may be agreed to by amendment.

The terms and conditions of this Agreement relative to the payment of monies to the various Village recapture funds, contributions to the Village, construction and/or dedication of public improvements, granting of easements to the Village, dedication of rights-of-way to the Village and the developmental standards established herein shall constitute covenants which shall run with the land.

SECTION FOURTEEN: Notices.

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

For the Village:

1. Edward J. Zabrocki
Village President
16250 South Oak Park Avenue
Tinley Park, Illinois 60477
2. Frank W. German, Jr.
Village Clerk
16250 South Oak Park Avenue
Tinley Park, Illinois 60477

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

For the Owner and Developer:

1. Demetrios L. Kozonis
Delko Construction Co., Inc.
4849 North Milwaukee Avenue
Chicago, Illinois 60630
2. Nicholas Black
2824 West Diversey
Chicago, Illinois 60647

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

SECTION FIFTEEN: Model Units.

Developer shall have the right to construct residential model units, sales offices and other appurtenant facilities, with the number of models to be as approved by the Village, and upon acceptance by the Village of a plan encompassing that portion of the property upon which same are proposed to be constructed. It is understood that in the event Developer constructs model units that the units ultimately constructed for sale shall be in substantial conformance with said model units.

SECTION SIXTEEN: Signs.

After application is made to the Village's Zoning Administrator, and all required fees are paid, the Village will permit Developer to erect and maintain one outdoor advertising sign for this proposed development only, with such sign to be not more than 8' x 16', double-faced in size, to be no higher than 14' from top of the sign to ground level, and may be exteriorly illuminated, and any such sign shall be located on the Subject Property and may so remain for the duration of Developer's sales program. The location of said sign upon the Subject Property shall be in accordance with the Village's Sign Ordinance and shall have reasonable setbacks from streets and highways as the interest of

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safety may require. The Village shall have the right to compel removal of, and Developer shall so remove, such sign within 90 days after the last building permit is issued, or within 4 years from the date of this Agreement, whichever occurs later; provided, however, Developer shall in any event remove such sign no later than the time its development and all dwelling units are completely sold.

SECTION SEVENTEEN: Provisional Occupancy Permits.

The Village will grant provisional occupancy permits for individual residences between November 1st and May 15th if weather prevents the Developer from completing the following work for any such residence (it being understood that if other work remains to be done, no occupancy permit, provisional or otherwise, will be issued):

- (a) The asphalt or concrete has not been poured for the driveway, provided the stone base has been installed.
- (b) Installation of the required sidewalk.
- (c) Final grading.
- (d) Painting of the exterior.
- (e) Installation of the gutters and downspouts.

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

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

SECTION EIGHTEEN: Permits and Letter of Credit.

The Owner and Developer shall not be entitled to obtain any building permits, nor any sign permits, and shall not be entitled to construct any model units, signs, sales and/or rental offices or any other appurtenant facilities unless and until the proper letter

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of credit or cash deposit has been made to the Village in accordance with the Subdivision Regulations Ordinance of the Village. The letter of credit or cash deposit shall specifically include an amount to cover the cost of street trees and sidewalks as required by the Subdivision Regulations Ordinance and this Agreement.

Owner and Developer agree that any dirt stock piles resulting from the development of the Subject Property shall be located in places as designated and approved by the Village, and for reasonable time periods. In addition, the Village, after providing Developer with 10 days advance written notice, shall have the right to draw upon the letter of credit provided for in this agreement to relocate or remove any dirt stock pile which results from the development should they not be placed in an approved location or if the pile is causing a storm water drainage problem, or should it not be permitted to remain beyond the time period specified by the Village; provided, however, that the Village will not draw upon the letter of credit if Developer relocates or removes the stock piles as directed by the Village within the 10 day notice period.

**SECTION NINETEEN: Conveyance, Dedication and Donation
of Real Estate and Certain Personal
Property.**

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

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

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

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

- (1) covenants, restrictions and easements of record, provided the same do not render the real estate materially unsuitable for the purposes for which it is being conveyed, dedicated or donated;
- (2) terms of this Agreement;
- (3) general taxes for the year in which the deed, conveyance or dedication is delivered or made and for the prior year if the amount of prior year's taxes is not determinable at the time of delivery, conveyance or dedication; and
- (4) such other exceptions acceptable to the grantee.

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

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

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

All title insurance charges shall be borne by Grantor.

E. Taxes, Liens, Assessments, Etc.

General taxes and all other taxes, assessments, liens and charges of whatever nature affecting the real estate shall be paid and removed prior to delivery of the deed, conveyance or dedication. To the extent that any such item cannot be removed prior to delivery of the deed, conveyance or dedication because the amount of the same cannot then be determined, Developer hereby covenants that it will promptly pay the same upon determination of such amount and that it will indemnify, hold harmless and defend the Village against any loss or expense, including but not limited to attorneys' fees and expenses of litigation, arising as a result of a breach of the foregoing covenant.

F. Delivery of Deed, Conveyance or Dedication.

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

G. Environmental Assessment.

Not less than five days prior to any conveyance, dedication or donation of real estate required under this Agreement, any Village ordinance or other requirement, the Grantor, at its sole cost and expense, shall have caused to be prepared and submitted to the Village a written report of a site assessment and environmental audit, in scope, form and substance, and prepared by an independent, competent and qualified environmental engineer ("Engineer") satisfactory to the Village (the "Environmental Audit"), and dated not more than sixty (60) days prior to the transfer date, showing the Engineer made all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial and customary practice in an effort to minimize liability, which takes into account and satisfies the "innocent landowner" provision set forth at 42 U.S.C. 9601(35), such that consistent with

generally accepted engineering practice and procedure, no evidence or indication came to light which would suggest there was a release of substances on the property which could necessitate an environmental response action, and which demonstrates that the property and the facility complies with, and does not deviate from, all applicable federal, state, county, regional and local environmental statutes, laws, ordinances, rules and regulations, including any licenses, permits or certificates required thereunder.

The Environmental Audit shall also demonstrate that the property and the improvements located thereon, if any, do not contain:

- (i) asbestos in any form;
- (ii) urea formaldehyde;
- (iii) transformers or other equipment that contain fluid containing polychlorinated biphenyls;
- (iv) underground storage tanks; or
- (v) any other chemical, material or substance, the exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority (the "Authorities") or which poses a hazard to the health and safety of the occupants of the property or the facility, or the occupants of adjacent property.

The Environmental Audit shall also demonstrate that the property and facility are not, and have not been, the subject of any past, existing or threatened investigation, inquiry or proceeding concerning environmental matters by the Authorities, and that no notice or submission concerning environmental matters has been given or should be given with regard to the property and the facility to the Authorities. The Environmental Audit shall demonstrate that the property and facility are not subject to, or covered by, the requirements of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. 11001, et seq., and that the property is not now being used and has never been used for any activities involving directly or indirectly the use, treatment,

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storage or disposal of any hazardous or toxic chemical, material, substance or waste.

The Grantor (including both Owner and the Developer) of the property and facility acknowledges and agrees that the Village shall not be obligated to take title to any land if, in its sole and exclusive judgment (including, without limitation, information revealed by the Environmental Audit), that the use or condition of the property, or any part thereof, poses a material health, safety or environmental hazard.

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

A. To Effective Date of Agreement.

The Owner and Developer, concurrently with annexation and zoning of the property or so much thereof as required, shall reimburse the Village for the following expenses incurred in the preparation and review of this Agreement, and any ordinances, letters of credit, plats, easements or other documents relating to the Subject Property:

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

B. From and After Effective Date of Agreement.

Except as provided in the paragraph immediately following this paragraph, upon demand by Village made by and through its President, Owner and Developer from time to time shall promptly reimburse Village for all enumerated reasonable expenses and costs incurred by Village in the administration of the Agreement, including and limited to engineering fees, attorneys' fees and out of pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder, and the negotiation and preparation of letters of credit

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and escrow agreements to be entered into as security for the completion of land improvements.

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

Notwithstanding the immediately preceding paragraph, Owner and Developer shall in no event be required to reimburse Village or pay for any expenses or costs of Village as aforesaid more than once, whether such are reimbursed or paid through special assessment proceedings, through fees established by Village ordinances or otherwise.

In the event that any third party or parties institute any legal proceedings against the Owner, Developer and/or the Village, which relate to the terms of this Agreement, then, in that event, the Owner and/or Developer, on notice from Village shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:

1. Owner and/or Developer shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village.
2. If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between Village and Owner and/or Developer, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Owner and Developer shall reimburse the

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Village from time to time on written demand from the President of Village and notice of the amount due for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other expenses of litigation, incurred by the Village in connection therewith.

In the event the Village institutes legal proceedings against Owner and/or Developer for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against Owner and/or Developer all expenses of such legal proceedings incurred by Village, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred by the Village in connection therewith. Owner and/or Developer may, in its sole discretion, appeal any such judgment rendered in favor of the Village against Owner and/or Developer.

SECTION TWENTY-ONE: Warranties and Representations.

The Owner and/or Developer represent and warrant to the Village as follows:

1. That the Owner is the legal title holder and the owner of record of the Subject Property, and that the sole beneficiaries of the indicated trust are as indicated on the first page of this Agreement.
2. That the Developer proposes to develop the Subject Property in the manner contemplated under this Agreement.
3. That other than the Owner and Developer, no other entity or person has any interest in the Subject Property or its development as herein proposed.
4. That Owner and Developer have provided the legal descriptions of the Subject Property set forth in this Agreement and the attached Exhibits and that said legal descriptions are accurate and correct.

SECTION TWENTY-TWO: Continuity of Obligations.

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

SECTION TWENTY-THREE: No Waiver or Relinquishment of Right to Enforce Agreement.

Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

SECTION TWENTY-FOUR: Village Approval or Direction.

Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with this Agreement.

SECTION TWENTY-FIVE: Singular and Plural.

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

SECTION TWENTY-SIX: Section Headings and Subheadings.

All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

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SECTION TWENTY-SEVEN: Recording.

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

SECTION TWENTY-EIGHT: Authorization to Execute.

The Owner and Developer and the officers of Owner and partners of Developer executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on behalf of said Owner and Developer. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. The Owner and/or Developer and Village shall, upon request, deliver to each other at the respective time such entities cause their authorized agents to affix their signatures hereto copies of all bylaws, resolutions, ordinances, partnership agreements, letters of direction or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

SECTION TWENTY-NINE: Amendment.

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

SECTION THIRTY: Counterparts.

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

SECTION THIRTY-ONE: Curing Default.

The parties to this Agreement reserve a right to cure any default hereunder within thirty (30) days from written notice of such default.

SECTION THIRTY-TWO: Conflict Between the Text and Exhibits.

In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of the Agreement shall control and govern.

SECTION THIRTY-THREE: Severability.

If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the Village does not have the power to perform any such provision, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve Village from performance under such invalid provision of this Agreement.

SECTION THIRTY-FOUR: Definition of Village.

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

SECTION THIRTY-FIVE: Execution of Agreement.

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

VILLAGE OF TINLEY PARK, an
Illinois Municipal Corporation

By: 
Village President

ATTEST:

By: 
Acting Village Clerk

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DEVELOPER:

Tinley Park Center Partnership,
an Illinois General Partnership
as Developer and as the sole
beneficiary of the aforesaid
Trust No. 114205-02

By: Chris Verveniotis
Its General Partner

ATTEST:

By: _____
Its General Partner

General Partners of Tinley Park
Center Partnership, both
individually and as General
Partners:

CHRIS VERVENIOTIS

Chris Verveniotis

DEMETRIOS L. KOZONIS

Demetrios L. Kozonis

DOUGLAS S. GANNETT

Douglas S. Gannett

OWNER:

American National Bank and
Trust Company of Chicago, as
Trustee under Trust Agreement
Dated July 8, 1991 and Known as
Trust No. 114205-02

By: [Signature]
Its 2ND VP

The terms and conditions contained in this instrument to the contrary notwithstanding this instrument is subject to the provisions of the Trustee's Exculpatory Rider attached hereto and, made a part hereof.

ATTEST:

By: [Signature]
Its ASST SECY

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

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ACKNOWLEDGMENTS

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

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Chris Verveniots, Demetrios L. Kozonis and Douglas S. Gannett personally known to me to be General Partners of the Tinley Park Center Partnership, an Illinois partnership, and also personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such General Partners, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said partnership, both individually and as sole beneficiary of the aforesaid Trust No. 114205-02, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 18TH day of April, 1993.

Commission expires



Notary Public

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

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Chris Verveniotis, both individually and as a general partner of Tinley Park Center Partnership and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said partnership for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 18TH day of APR, 1993.

Commission expires



Notary Public

TMB:ajh
5/18/93

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

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Demetrios L. Kozonis, both individually and as a general partner of Tinley Park Center Partnership and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said partnership for the uses and purposes therein set forth.

1 GIVEN under my hand and official seal, this 18TH day of May, 1993.

Commission expires



Mary Vlahandreas
Notary Public

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

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Douglas S. Gannett, both individually and as a general partner of Tinley Park Center Partnership and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said partnership for the uses and purposes therein set forth.

1 GIVEN under my hand and official seal, this 18TH day of May, 1993.

Commission expires



Mary Vlahandreas
Notary Public

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

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named P. JOHANSEN 2ND VP and G. WASPRZYK ASST Secretary of the American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated July 8, 1991 and known as Trust No. 114205-02, and not individually, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 2ND VP and ASST Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as

TMB:ajh
5/18/93

their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth; and the said ASST Secretary then and there acknowledged that said ASST Secretary, as custodian of the corporate seal of said Bank caused the corporate seal of said Bank to be affixed to said instrument as said ASST Secretary's own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this MAY 18 1993 day of _____, 1993.

Commission expires _____, 19

L. J. Sorensen
Notary Public



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

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

GIVEN under my hand and official seal, this 18th day of May, 1993.

Commission expires 9-7, 1996.

Shirley M. Schwartz
Notary Public

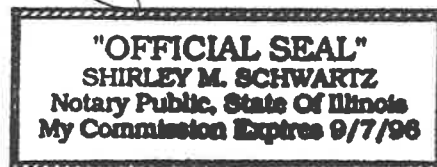


EXHIBIT A

LEGAL DESCRIPTION

THE EAST 607.2 FEET OF THE WEST 1165.2 OF THE NORTH 330 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 36N, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.