

27-04-420-084-LICENSE, ACCESS AND INDEMNITY AGREEMENT

THIS LICENSE, ACCESS AND INDEMNITY AGREEMENT (“Agreement”) is made as of the 19th day of September, 2025, by and between the Village of Orland Park, a home rule Illinois municipal corporation ("Village"), E&R Development LLC, an Illinois limited liability company ("Developer") Village and Developer, collectively, may sometimes be referred to as the ("Parties").

R E C I T A L S

- A.** The Village is the legal owner of a certain parcel of real property located in Orland Park, Illinois, further identified by the Cook County Assessor's Parcel Number(s) (“PINs”) 27-04-420-084-0000 (the "Property"). Property is one of the Subject Parcels in a Redevelopment Agreement (“RDA”) and is specifically known as Parcel H pursuant to the RDA; and
- B.** Under the RDA, the Developer is permitted to construct a stand-alone restaurant and associated facilities (“Restaurant”) on Parcel H; and
- C.** The RDA contemplates that construction on Parcel H may commence only after the Village passes title to Parcel H to the Developer; and
- D.** The Parties are not currently prepared to close on the passage of title to Parcel H (“Closing”); and
- E.** Developer desires to enter onto Parcel H, at its sole cost, expense and risk, to conduct various construction activities pursuant to the RDA (“The Work”).
- F.** The Parties desire to enter into this Agreement to allow the Developer to expeditiously begin the work that Developer is obligated to perform pursuant to the RDA and the Developer’s agreements with the Restaurant.

NOW THEREFORE, in consideration of the granting of the foregoing, the mutual premises, covenants, conditions and agreements set forth below, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1. Grant of License and Right of Access to Parcel H: The Village authorizes and grants to Developer, its Tenant, Weber Grill Restaurants, LLC , and their respective employees, representatives and contractors (“Developer Affiliates”) a temporary non-exclusive license and access to enter upon Parcel H to conduct The Work. Additional terms of the License and Right of Access:

- a. This Agreement authorizes and grants the Developer and the Developer Affiliates access to and from Parcel H for commencing and pursuing completion of The Work.
- b. The Village shall issue a temporary building permit to commence The Work upon the full execution of this Agreement.
- c. The Parties shall, immediately and during the Term of this Agreement work together to diligently and expeditiously accomplish all tasks necessary to achieve the Closing and the passing of title to Parcel H to the Developer as contemplated in the RDA.

- d. The Work includes all necessary construction tasks pursuant to the Approval Documents (as that term is defined in the RDA) that form the basis of the Temporary building permit and the subsequent full building permit to be issued by the Village to the Developer pursuant to the RDA.
- e. Prior to commencement of The Work, the Developer shall tender to the Village all the insurance documents required pursuant Article VII of the RDA.
- f. Likewise, the Developer shall assure that no Developer Affiliates enter upon Parcel H to do The Work unless that Developer Affiliate has provided similar insurance documents (acceptable to the Village) to the Developer, or Developer has provided for such insurance as allowed pursuant to the RDA, which shall, in turn be tendered to the Village.
- g. The Developer and the Developer Affiliates shall conduct The Work in compliance with all applicable federal, state, county and local laws and regulations and the RDA.
- h. In the unlikely event that the Village needs to use Parcel H for municipal purposes during the Term of this Agreement, the Parties agree that they will discuss and agree upon an arrangement that will allow their respective activities on Parcel H to co-exist.
- i. At least 24 hours before The Work commences on Parcel H, the Developer shall communicate to the Village a reasonably satisfactory description of the tasks to be undertaken by Developer Affiliates pursuant to the temporary building permit.
- j. The Term of this Agreement shall be 60 days unless the Parties agree in writing to an extension ("Term").
- k. The Developer shall bear all costs and expenses associated with The Work conducted under this Agreement and the RDA subject to the terms of Developer's Lease with Weber and reimbursement to the extent provided in the RDA or otherwise agreed to by the Village.
- l. The Developer and the Developer's Affiliates shall take all reasonable precautions to minimize damage to other Parcels specified in the RDA and to any other neighboring property. Developer shall pay for any damages to other Parcels specified in the RDA and to any neighboring property if those damages are related to the conduct of The Work unless otherwise agreed to by the Village Manager

2. **Compliance with Laws:** The Developer shall conduct all Work covered by this Agreement and the RDA in compliance with all applicable federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders and directives now exist or provide. Without compromising the generality of the foregoing, this shall specifically include the RDA and Special Use for a PD which is an Exhibit to the RDA.

3. **Liens and Claims:** The Developer will not permit any mechanics, materialmen, or similar liens or claims from itself, any person, supplier, third party or Developer's Affiliates to stand against Parcel H for labor or material or supplies furnished in connection with The Work or any other actions performed by Developer or the Developer's Affiliates under this Agreement. Upon reasonable and timely notice of any such lien or claim delivered to the Developer by Village, the Developer may bond and contest the validity

and the amount of such lien, but the Developer will immediately pay any judgment rendered, will pay all proper costs and charges, and will have the lien or claim released at its sole expense.

4. Indemnity:

- A. The Developer, its successors and assigns shall defend, indemnify and hold harmless the Village and the Village's Affiliates from and against any and all civil liabilities, actions, responsibilities, obligations, losses, damages, and claims of any kind, and all costs and expenses of any kind, including but not limited to attorney's fees and expenses (collectively, "Losses") which the Village may incur from or on account of (either directly or indirectly) the Work performed under this Agreement by the Developer or Developer Affiliates, or relating to or which the Village may incur from and on account any condition of the Property or the Work performed under this Agreement or the RDA.
- B. The Developer and its successors and assigns agree to release, waive, covenant not to sue and forever discharge the Village and Village's Affiliates, and each of them, for any claim suit, or action, whether or not well founded in fact or in law, which Developer and Developer's Affiliates have, or may have, arising out of The Work conducted pursuant to this Agreement.
- C. This indemnity and hold harmless obligation shall not apply to any Losses defined in section A above to the extent caused by the sole negligence, gross negligence or willful misconduct of Village or Village's Affiliates.
- D. The term "Village Affiliates" as used in this Agreement shall include the Village of Orland Park, its officers, its elected and appointed officials, including the mayor and board of trustees, employees, agents, volunteers, and the Village consultants, both in their individual and official capacities.
- E. Without limiting the previous subsections of this Section 4, all the indemnity provisions of paragraph 8.11 of the RDA shall apply to this Agreement.

5. Severability: In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

6. Assignment: This Agreement may be assigned by either Party only upon written mutual approval of the Parties, and, in such event, shall be binding upon and inure to the benefit of the Parties' respective representatives, successors and assigns.

7. Entire Agreement: This Agreement represents the full, complete and entire agreement between the Parties with respect to the subject matter of this Agreement and the rights and remedies of the Parties shall be solely and exclusively those contained in this Agreement, and in lieu of any remedies otherwise available at law or in equity.

8. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same Agreement.

THE PARTIES have executed this Agreement by their duly authorized representative(s).

VILLAGE

City of Orland Park

DEVELOPER

E & R Development LLC

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Exhibit “A”

LEGAL DESCRIPTION

Lot 13 in Main Street Triangle Subdivision – Phase 3, being a Subdivision of the Southeast Quarter of Section 4 Township 36 North, Range 12 East of the Third Principal Meridian, according to the plat thereof Recorded April 9, 2025 as Document 2509927010, in Cook County, Illinois

Common Address: 14210 LaGrange Road (formerly known as 9705 142nd Street)

PIN: 27-04-420-084-0000