

This document prepared by:
Kathleen T. Henn
On Behalf of the Village of Orland Park
Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606

For Recorder's Use Only

**DEVELOPMENT AGREEMENT
(PARKVIEW CHRISTIAN CHURCH – 11100 ORLAND PARKWAY)**

INTRODUCTION

1. This Agreement entered into this _____ day of _____, 2013, by and between the VILLAGE OF ORLAND PARK, an Illinois municipal corporation (hereinafter referred to as the "Village"), and PARKVIEW CHRISTIAN CHURCH, an Illinois not for profit corporation (hereinafter referred to as "Owner").

2. The Property subject to this Agreement, legal title to which is vested in Owner (excepting such portion as is dedicated to the public), is legally described as follows:

PARCEL 1:

LOT 1 (EXCEPT THAT PART OF LOT 1 CONVEYED FOR STREET BY WARRANTY DEED RECORDED MARCH 16, 2011 AS DOCUMENT 1107508238) IN TINLEY PARK CHRISTIAN CHURCH RE-SUBDIVISION, BEING A SUBDIVISION OF LOT 1 IN PARKVIEW CHRISTIAN CHURCH SUBDIVISION AND LANDS IN THE WEST HALF OF THE SOUTHWEST ¼ OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

PIN: 27-32-313-005-0000

PARCEL 2:

THE SOUTH 650.84 FEET OF THE WEST 290.00 FEET OF THE EAST HALF OF THE SOUTHWEST ¼ (EXCEPTING THE SOUTH 50.0 FEET THEREOF) OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS;

PIN: 27-32-301-017-0000 (part)

PARCEL 3:

THE NORTH 124.16 FEET OF THE SOUTH 775.00 FEET OF THE WEST 406.00 FEET TOGETHER WITH THE EAST 116.00 FEET OF THE WEST 406.00 FEET OF THE NORTH 600.84 FEET OF SOUTH 650.84 FEET OF THE EAST HALF OF THE SOUTHWEST ¼ OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

PIN: 27-32-301-017-0000 (part)

The said property is hereinafter referred to as the "Subject Property."

3. In 2008, Ordinance 4371, entitled, "Ordinance Rezoning Property and Amending a Special Use for a Place of Worship (Parkview Christian Church Parking Lot Expansion)," the entire property encompassed by PIN 27-32-301-017 and 27-32-301-018 was rezoned from ORI Mixed Use District to E-1 Estate Residential District. The rezoning was only intended to impact the east parking field and detention pond, which were to be consolidated with the remainder of the property owned by Owner, and was not intended to impact the rest of the neighboring property to the east. However, the land was not properly subdivided or consolidated. As a result, the Owner and co-petitioner ("Co-Petitioner"), who owns the neighboring property to the east, also seek to rezone the neighboring property to the east from E-1 Estate Residential District back to ORI Mixed Use District under the Village of Orland Park Land Development Code (hereinafter referred to as the "Code"). The rezoning impacts the following described property only:

A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 32; THENCE SOUTH 00 DEGREES 11 MINUTES 26 SECONDS WEST ALONG THE WEST LINE OF THE SAID EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 32 FOR A DISTANCE OF 1053.33 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 51 DEGREES 31 MINUTES 23 SECONDS EAST FOR A DISTANCE OF 1763.72 FEET; THENCE SOUTH 40 DEGREES 33 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 604.05 FEET TO THE NORTH LINE OF 183RD STREET, SAID LINE LYING 50.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 32; THENCE NORTH 89 DEGREES 34 MINUTES 54 SECONDS WEST ALONG THE SAID NORTH LINE OF 183RD STREET FOR A DISTANCE OF 445.11 FEET TO THE WEST LINE OF THE SAID SOUTHEAST QUARTER OF SECTION 32; THENCE NORTH 89 DEGREES 31 MINUTES 56 SECONDS WEST CONTINUING ALONG THE SAID NORTH LINE OF 183RD STREET SAID LINE LYING 50.00 FEET NORTH OF AND PARALLEL TO

THE SOUTH LINE OF THE SAID EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 32 FOR A DISTANCE OF 1333.62 FEET TO THE SAID WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 32; THENCE NORTH 00 DEGREES 11 MINUTES 26 SECONDS EAST ALONG THE SAID WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 32 FOR A DISTANCE OF 1542.16 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM SUCH PARCEL THE NORTH 725.00 FEET OF THE SOUTH 770.00 FEET OF THE WEST 406.00 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN.
ALL IN COOK COUNTY, ILLINOIS

PIN: 27-32-301-017 (part) and 27-32-301-018

The said property is hereinafter referred to as the “Rezoned Property.”

4. The Subject Property is located at 11100 Orland Parkway, and after subdivision will consist of approximately 22 acres. The property includes the Parkview Christian Church and parking areas. The existing building is approximately 113,190 square feet. Owner plans to construct a 39,396 square foot addition to the building area, resulting in a total building area of 152,586 square feet, and to add an additional 1.2 acres to the property to add more surface parking, with an amendment to the existing special use and modification for the reorganization of the center and east parking lots, the construction of portions of future Waters Edge Drive right –of-way, and the reorientation of pedestrian access and an increase building height from 35 feet to 45 feet, with an 80 foot allowance for the bell tower in the E-1 Estate Residential District. The total building footprint will increase from 62,202 to 84,872.

5. The Village of Orland 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 developed as described above, subject to Village codes and ordinances and the terms and conditions as hereinafter set forth in this Agreement.

2. The Owner has petitioned the Village for a special use amendment and plan approval in the E-1 Estate Residential District for the reorganization of the center and east parking lots, the construction of portions of future Waters Edge Drive right –of-way, and the reorientation of pedestrian access and an increase building height from 35 feet to 45 feet, with an 80 foot allowance for the bell tower. The Owner and Co-Petitioner have also petitioned the Village for a rezoning of the Rezoned Property from E-1 Estate Residential District to ORI Mixed Use District and a resubdivision of the Rezoned Property. The Rezoned Property consists of the property to

the east, but it does not include the property on which the east parking lot and detention pond have been located or the parcel where the future Waters Edge Drive will be located.

3. The parties hereto have fully complied with all relevant statutes of the State of Illinois and ordinances of the Village including the filing of petitions by Owner 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 actions as herein provided, including all hearings as are necessary to effectuate the plan of development herein set forth.

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

(a) Adoption and execution of this Agreement by ordinance;

(b) Adoption of such ordinances as are necessary to effectuate the terms and provisions of this Agreement including the granting of a special use amendment with a modification to building height, resubdivision and consolidation of the Subject Property, rezoning of the Rezoned Property and development of the Subject Property pursuant to the terms and conditions of this Agreement;

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

6. Owner covenants and agrees that it will execute all reasonably necessary directions and issue all reasonably necessary instructions and take all other action necessary to perform their obligations hereunder.

SECTION ONE: Rezoning, Special Use Modification, Rezoning, Plan Approval, Design and Subdivision.

A. The Village, upon the necessary hearings before the relevant governmental bodies having taken place pursuant to statute and ordinances in such cases made and provided and pursuant to requisite notice having been given, will by proper ordinance cause the above-described Subject Property to be granted a special use amendment under the Code to permit an addition of approximately 39,396 square feet to the facility, to build a plaza space at the front of the church and to reorganize parking lot access and drives and to be granted a modification to increase the building height from 35 feet to 45 feet in the E-1 Estate Residential District, also as shown on the final plan. The Village will also, by proper ordinance, cause the Rezoned Property to be classified in the ORI Mixed Use District.

B. The Subject Property shall be developed substantially in accordance with the Preliminary Site Plan titled “Parkview Christian Church Parking Lot Expansion Overall Concept Plan,” prepared by Robinson Engineering, Ltd., dated May 24, 2012 subject to the following conditions:

1. Include bicycle parking facilities for up to 30 bicycles.
2. Maintain private control of any constructed Waters Edge Drive roadway segments until such time that the property to the east is developed and Waters Edge Drive is completely built and connected to the Fountain Hills subdivision.
3. Construct any Waters Edge Drive segments to public standards, including utility infrastructure.
4. All signage must be considered through a separate permitting process, including, but not limited to, the image panels on the proposed south elevation.
5. Provide a Landscape Plan that appropriately accommodates foundation landscaping requirements in the proposed outdoor plaza area.
6. Install the outstanding water main segment along the south property line of the east parking lot before building occupancy is granted.
7. Screen all mechanical and utility equipment from view of neighboring properties and rights-of-way.
8. Screen all garbage enclosures from view of neighboring properties and rights-of-way with appropriate landscape screening.
9. Submit a Final Landscape Plan, meeting all Village Codes, for separate review and approval within 60 days of final engineering approval.
10. Meet all Final Engineering and Building Code related items.

C. The Subject Property shall be developed substantially in accordance with the Elevations titled “Parkview Christian Church Worship Center Expansion Elevations,” prepared by Visioneering Studios Architecture, sheets A5 and A6, dated June 6, 2012, subject to the conditions set forth above in Subsection B.

D. The Amendment to a Special Use shall be granted for a 39,396 square foot building expansion, the reorganization of the center and east parking lots, the construction of portions of future Waters Edge Drive right-of-way, and the reorientation of pedestrian access on the site plan subject to the same conditions as set forth above in Subsection B and subject to the following condition:

1. Increasing the permitted building height in the E-1 Estate Residential District from 35 feet to 45 feet, with an 80 foot allowance for the bell tower.

E. The 34 acres of land identified by PINs 27-32-301-017 and 27-32-301-018, minus the area constituting the east parking lot and detention pond, and the parcel where the future Waters Edge Drive will be located, shall be rezoned from E-1 Estate Residential District to the ORI Mixed Use District, subject to the same conditions set forth in Subsections B and C, above, of this SECTION ONE.

F. The Owner shall subdivide the land on which the east parking lot and detention pond are located from the property to the east and to consolidate that land to the Subject Property as shown on the Preliminary Plat of Subdivision titled, "Parkview Christian Church Re-Subdivision" prepared by Robinson Engineering, Ltd, dated May 28, 2012 and subject to the condition that the Owner submit a final Record Plat of Subdivision to the Village for recording.

SECTION TWO: Contributions.

As a condition of obtaining a building permit, Developer shall pay to the Village the Fair Share Road Exaction Fee - \$1.15 per square foot as provided by Section 5-112(H)(6)(c) of the Code.

The Village shall solely determine how said sum so paid shall be allocated and disbursed.

SECTION THREE: Storm Water Retention/Detention and Storm Sewers.

Storm Water run off emanating from the Subject Property shall be retained or detained in accordance with an existing detention pond located on the Subject Property after the subdivision and consolidation are completed. The design criteria, construction and maintenance of the storm sewers shall be in accordance with all standards of the Village in force on the date of final plan, and also all standards of the Metropolitan Water Reclamation District of Greater Chicago in effect at the time of final plan approval, and shall be completed by the Owner at its expense. All storm water detention/retention facilities shall be maintained by the Owner.

SECTION FOUR: Water Supply.

Owner shall be required to construct and install at its expense all necessary on-site water mains to service the Subject Property. All such water mains shall be sized, constructed and installed in accordance with the Code and final engineering plans approved by the Village. At its expense, without recapture, the Owner must install a water line up to sixteen (16") inches in diameter. The Village will bear any incremental additional cost of a larger diameter water line if the Village Engineer directs that a larger diameter water line is necessary or desirable. The Owner shall pay to the Village the required water connection charge(s) based upon the size of the connection(s) in accordance with Village ordinances.

For the limited purpose of watering/irrigating the exterior landscaping surrounding the building and parking lot improvements, Owner may use the storm water retention/detention basins, subject in all cases to the prior approval of the Village Engineer.

SECTION FIVE: Sanitary Sewers.

Owner shall be required to construct and install at its expense all necessary sanitary sewers to service the Subject Property in accordance with the Code and final engineering plans approved by the Village. Said sewers shall be sized as required by the Village. All required fees are due before a building permit will be issued.

SECTION SIX: Sidewalks, Street Lights, Streets and Landscaping.

All sidewalks shown on the final plan (EXHIBIT A) that do not already exist shall be constructed by Owner to the applicable Village standards. Owner shall construct all street lights and all necessary electrical wiring required by the Village for the construction of Waters Edge Drive in order to meet public standards.

Owner shall replace any existing curbs, pavement, sidewalks or landscaping that is damaged or removed as a result of the construction and installation of the parking lot access or other construction within or adjacent to the right-of-way for 183rd Street.

SECTION SEVEN: Easements.

Owner agrees at the time of approval of this Development Agreement to grant to the Village, and/or obtain grants to the Village, of all necessary easements for the extension of sewer, water, street, or other utilities, including cable television, or for other improvements which may serve not only the Subject Property, but other properties in the general area, such as cross-access easements.

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

SECTION EIGHT: Developmental Codes and Ordinances and General Matters.

The development of the Subject Property 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 hereof, or, with respect to codes and ordinances subsequently adopted by the Village for the protection of life, health and safety and applicable to similar commercial buildings Village-wide, as are in existence during development of the Subject Property. Planning and engineering designs and standards, and road construction and dedication of public improvements, shall be in accordance with the then existing ordinances of the Village, or in accordance with the statutes and regulations of other governmental agencies having jurisdiction thereof if such standards are more stringent than those of the Village of Orland Park at such time.

No occupancy permit shall be issued for any building prior to the completion and acceptance by the Village of any required public improvements. Any required public improvements shall be completed within one (1) year from the date hereof and the Owner shall deliver to the Village an irrevocable letter of credit (the form of security Owner has elected to

provide) in a form satisfactory to and from a bank or financial institution and in an amount as provided for in the Code. Said Letter of Credit is to include all costs related to required lighting, landscaping, roadway, sidewalk, sewer and water lines and storm water management facilities. The Village may, in its discretion, permit the amount of said letter of credit (or such other form of security acceptable to the Village) to be reduced, from time to time, as major public improvements are completed. The Village may also require an increase, from time to time, if the estimated cost of completing the public improvements increases more than 3% per annum.

SECTION NINE: Utilities.

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

SECTION TEN: Impact Requirements.

Owner agrees that any and all 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, with access to and use of public utilities, streets, fire protection, and emergency services. Owner further agrees that the 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 ELEVEN: 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 ten (10) 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 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 TWELVE: 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. Daniel J. McLaughlin
Village President
14700 South Ravinia Avenue

Orland Park, Illinois 60462

2. David P. Maher
Village Clerk
14700 South Ravinia Avenue
Orland Park, Illinois 60462
3. E. Kenneth Friker
Village Attorney
Klein, Thorpe & Jenkins, Ltd.
15010 S. Ravinia Avenue
Orland Park, Illinois 60462

For the Owner:

Parkview Christian Church
Add address or addresses

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

SECTION THIRTEEN: Signs.

The location of any sign upon the Subject Property shall be in accordance with an approved Signage Plan and the Village's Sign Ordinance, as set forth in the Code, and shall have reasonable setbacks from streets and highways as the interest of safety may require.

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

A. To Effective Date of Agreement.

The Owner, concurrently with the issuance of the building permit, 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;
- (2) all reasonable 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 hereinafter provided, upon demand by Village made by and through its President, Owner 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.

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

Notwithstanding the immediately preceding paragraph, Owner 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 any party hereto, which relate to the terms of this Agreement, then, in that event, the Owner 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 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 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 shall reimburse the Village from time to time on written demand from the President of Village and notice of the amount due for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other reasonable expenses of litigation, incurred by the Village in connection therewith.

In the event a party hereto institutes legal proceedings against any other party 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 the unsuccessful party all expenses of such legal proceedings incurred by the successful party, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred in connection therewith. Either party may, in its sole discretion, appeal any such judgment rendered in favor of the other party.

SECTION FIFTEEN: Warranties and Representations.

The Owner represents and warrants to the Village as follows:

1. Owner is the legal title holder and the owner of record of the Subject Property as indicated on the first page of this Agreement.
2. Owner proposes to develop the Subject Property in the manner contemplated in this Agreement.
3. Other than Owner, no other entity or person has any interest as of the date hereof in the Subject Property or its development as herein proposed.
4. Owner has provided the legal description of the Subject Property set forth in this Agreement and the attached Exhibits and said legal description is accurate and correct.
5. With respect to any real estate herein which will become property of the Village, Owner warrants and represents, to the best of its knowledge, that during the period of its ownership or control over said Subject Property it has no knowledge of, nor reason to suspect, that there has been any underground storage (or other) tank or any presence, disposal, release or threatened release of hazardous substances or hazardous wastes on, from or under the property, by or through Owner or any other party whatsoever. Owner similarly represents and warrants that to the best of its knowledge, there was no underground storage (or other) tank and not any presence, disposal, release or threatened release of hazardous substances or hazardous waste on, from or under the property prior to Owner's ownership or control of the Subject Property.

Owner similarly further represents and warrants that to the best of its knowledge, the Subject Property (including underlying soil and ground water conditions) is not in violation of any state, local, federal, municipal or other law, statute, regulation, code, ordinance, decree or other relating to hygienic or environmental conditions, and during ownership or control of the property by Owner, no party has stored or disposed of any flammable explosives, radioactive materials, hazardous waste, toxic substances or other related materials on, under or about the property. Owner shall and does hereby agree to indemnify, protect, defend, and hold the Village harmless from and against any claims, losses, demands, costs, proceedings, suits, liabilities, damages and causes of action, including consequential damages and attorneys' fees of counsel selected by the Village and other costs of defense incurred, arising against or suffered by the Village of its assigns as a consequence, directly or indirectly, of any misrepresentation by Owner of the foregoing representations and warranties, whether discovered before or after the conveyance of any of the Subject Property to the Village.

SECTION SIXTEEN: 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 Owner, Owner shall at all times during the term of this Agreement remain liable to Village for the faithful performance of all obligations imposed upon it by this Agreement until such obligations have

been fully performed or until Village, at its sole option, has otherwise released them from any or all of such obligations.

SECTION SEVENTEEN: 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 either 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 EIGHTEEN: 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 NINETEEN: Singular and Plural.

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

SECTION TWENTY: 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 hereunder whether covered or relevant to such heading or not.

SECTION TWENTY-ONE: Recording.

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

SECTION TWENTY-TWO: Authorization to Execute.

The officers of Owner executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on their behalf. 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. Owner 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-THREE: 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 TWENTY-FOUR: Counterparts.

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

SECTION TWENTY-FIVE: 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, or such additional time as is reasonably required to cure the default so long as the cure of default is commenced within said thirty (30) days, and efforts to effect such cure of default are diligently prosecuted to completion.

SECTION TWENTY-SIX: 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 TWENTY-SEVEN: 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 TWENTY-EIGHT: 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 TWENTY-NINE: Execution of Agreement.

This Agreement shall be signed last by the Village and the President 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 ORLAND PARK, an
Illinois Municipal Corporation

By: _____
Village President

ATTEST:

By: _____
Village Clerk

OWNER
PARKVIEW CHRISTIAN CHURCH, an Illinois
not for profit corporation

By: _____
Its _____

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 DANIEL J. MCLAUGHLIN, personally known to me to be the President of the Village of Orland Park, and DAVID P. MAHER, 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 ____ day of _____, 2013.

My commission expires _____

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that the above-named _____ and _____,
personally known to me to be _____ and _____ of PARKVIEW CHRISTIAN
CHURCH and the same persons whose names are subscribed to the foregoing instrument as said
_____ and _____ of PARKVIEW CHRISTIAN CHURCH, 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 corporation for the uses
and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2013.

My commission expires _____

Notary Public