

Prepared by:
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For Recorder's Use Only

DEVELOPMENT AGREEMENT
(McDONALD'S – 14445 S. LAGRANGE ROAD)

INTRODUCTION

1. This Agreement entered into this 4th day of April, 2017, by and between the VILLAGE OF ORLAND PARK, an Illinois Municipal Corporation (hereinafter referred to as the "Village"), and McDONALD'S CORPORATION, a Delaware corporation, Developer (hereinafter referred to as "Developer") of the Subject Property legally described below.

2. The Property subject to this Agreement is legally described as follows:

PARCEL 1: THAT PART OF THE WEST HALF OF THE NORTH WEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF LA GRANGE ROAD, (AS DEDICATED BY DOCUMENT NO. 10155682, RECORDED SEPTEMBER 24, 1928) AND THE SOUTH LINE OF THE NORTH 1366.70 FEET OF THE NORTH WEST QUARTER OF SAID SECTION 10; THENCE EAST ALONG SAID SOUTH LINE OF THE NORTH 1366.70 FEET, 290.0 FEET; THENCE NORTH 150.0 FEET TO A POINT WHICH IS 290.0 FEET EAST OF THE EAST LINE OF LA GRANGE ROAD; THENCE WEST ALONG A LINE PARALLEL TO AND 150.0 FEET NORTH OF THE SOUTH LINE OF THE NORTH 1366.70 FEET OF THE NORTH WEST QUARTER OF SAID SECTION 10, 290.0 FEET; THENCE SOUTH ALONG SAID EAST LINE, BEING A CURVED LINE, CONCAVE TO THE EAST, HAVING A RADIUS OF 56.015 FEET, A DISTANCE OF 150.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE NORTH 75 FEET OF THE WEST 290 FEET OF THAT PART OF THE WEST HALF OF THE NORTH WEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 290 FEET EAST OF THE INTERSECTION OF THE EAST LINE OF LA GRANGE ROAD (AS DEDICATED BY DOCUMENT 10155682, RECORDED SEPTEMBER 24, 1928), AND THE SOUTH LINE OF THE NORTH 1366.70

FEET OF THE NORTH WEST QUARTER OF SECTION 10; THENCE EAST ALONG SAID SOUTH LINE OF THE NORTH 1366.70 FEET, 160 FEET; THENCE NORTH PERPENDICULAR TO SAID SOUTH LINE, 225 FEET; THENCE WEST, PARALLEL TO SAID SOUTH LINE, 447.75 FEET, TO SAID EAST LINE OF LA GRANGE ROAD; THENCE SOUTHERLY ALONG SAID EAST LINE, BEING A CURVED LINE, CONCAVE TO THE EAST, HAVING A RADIUS OF 56.015 FEET, A DISTANCE OF 75.02 FEET; THENCE EAST ON A LINE PARALLEL TO AND 150 FEET NORTH OF SAID SOUTH LINE, 290 FEET; THENCE SOUTH 150 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 27-10-100-075-0000

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

3. The Subject Property is generally located at 14445 S. LaGrange Road, in the Village of Orland Park and consists of approximately .94 acres.

4. The Subject Property is presently developed and operating as a restaurant with a drive through with adjacent parking and is proposed to be redeveloped and reconstructed for the same purpose by Developer in the VCD Village Center Zoning District, with a Special Use pursuant to the Village’s Land Development Code (the “Code”).

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 in the Village for a 4,597 square foot restaurant with a double lane drive through and with adjacent parking, subject to the terms and conditions as hereinafter set forth and that the Subject Property be developed in the manner as set forth in this Agreement.

2. The Developer has petitioned the Village for development approval and a special use (with modifications) ordinance for a restaurant with a drive through and adjacent parking under the existing VCD Village Center zoning classification. Also requested are modifications to locate the drive aisle between the building and the street, reduce the foundation planting beds, landscape buffers and parking lot setbacks to as little as zero (0) feet, and construct a retaining wall within three (3) feet of the property line.

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 a petition by Developer requesting approval of a special use ordinance 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 the plan of development as 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) Immediately following the Village's adoption of the ordinance approving and authorizing the execution of this Agreement, the Village shall adopt such ordinances as are necessary to effectuate the terms and conditions of this Agreement, including adoption of a Special Use ordinance for a 4,597 square foot restaurant with a double lane drive through and with adjacent parking in the VCD Village Center District and the granting of modifications to location of drive aisle, reduce the foundation planting beds, parking lot setbacks and landscape buffers, and location of the retaining wall; and

(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 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.

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

SECTION ONE: Special Use Permit Amendment, Zoning, Plan Approval and Design Standards.

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 grant the above-described Subject Property a Special Use, with modifications, as described in paragraph 2 in the above RECITALS, for a 4,597 square foot restaurant with a drive through and adjacent parking as referred to in the above RECITALS. The existing building is 3,744 square feet for an increase of 630 square feet.

B. The Subject Property shall be developed substantially in accordance with the site plan appended hereto and incorporated herein as EXHIBIT A entitled "SITE PLAN - McDONALD'S 14445 LAGRANGE ROAD" and "LAYOUT PLAN - MCDONALD'S 14445 LAGRANGE ROAD" prepared by V3 Engineering dated June 6, 2016, and last revised January 3, 2017, Sheets C-3.0 and C-3.1, subject to the following conditions:

Developer shall:

1. Provide a copy of the executed agreement between Developer and MAKO Properties that allows Developer to remove and restore the existing parking lot pavement on the .3 acre parcel to the north and reseed the parcel with grass concurrently with Developer's construction; otherwise, Developer must provide, by a cash deposit with the Village or an irrevocable letter of credit, not less than \$15,000 toward that expense within two (2) years of the date of this Agreement to assure removal and restoration of said parking lot by Developer (or Village upon Developer's failure to do so) within the term of this Agreement.
2. Provide a cross access easement for future cross access connections.
3. Coordinate extension of the front sidewalk with the Illinois Department of Transportation so it connections with the new LaGrange Road sidewalk.
4. Meet all final engineering and Village Land Development and Building Code related items including lighting.
5. Submit a Final Landscape and Tree Mitigation Plan, meeting all Village Codes, for separate review and approval by the Village within 60 days of final engineering approval, which Plan shall:
 - a. include decorative grasses in planting bed along face of privacy fence.
 - b. protect trees and shrubs on adjacent properties from damage.

C. The Subject Property shall further be developed in accordance with the elevations titled "Exterior Elevations McDonald's 14445 LaGrange Road", sheets A2.0 and A2.1, dated 5/25/15, updated 01/12/17; and elevations titled "Trash Corral McDonald's 14445 LaGrange Road", sheets SS-1.2 and SS-1.3, both dated 10/21/16; and 3D illustrations titled "McDonald's 14445 LaGrange Road Perspectives", received 09/26/16; and outdoor dining area layout titled "Wausau Title Inc. Furniture Specifications", received July 29, 2016, and decorative "Ameristar fence and EZ Mason Column" illustrations received January 10, 2014 appended hereto and incorporated herein as GROUP EXHIBIT B, subject to the following conditions:

Developer shall:

1. Screen all mechanical equipment either at grade level with landscaping or hidden behind the roofline.
2. All masonry must be of anchored veneer type masonry with a 2.2675" minimum thickness.
3. Signs are subject to additional review and approval via the Village sign permitting process and additional restrictions may apply.

D. The Village shall grant a special use permit for McDonald's Restaurant 14445 LaGrange Road to construct and operate a restaurant with a double drive-through service lane within 300' of a residential property, subject to the same conditions as set forth in B and C, above. Modifications included with the special use permit are:

1. Locate drive aisle between the building and the street.
2. Reduce foundation beds, landscape buffers, and parking lot setbacks to as little as 0'.
3. Construct a retaining wall within 3' of a property line.

Developer agrees that the entire Subject Property shall be developed substantially in accordance with said approved plans as approved or as may be subsequently amended by Developer and approved by the Village.

Developer agrees that permission for the construction of those public improvements which require approval from the Metropolitan Water Reclamation District of Greater Chicago or any other governmental agency, must be obtained. Developer agrees to maintain and keep in good repair the public improvements that are to be constructed until accepted by the Village.

The parties hereto agree to cooperate in obtaining, expediting and submitting such necessary documents as may be required for the approval thereto from the Metropolitan Water Reclamation District of Greater Chicago, or any other governmental agency. Developer agrees to construct any improvements required by the aforesaid permit at Developer's sole expense.

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

The stormwater management system for the Subject Property shall be constructed, installed and perpetually maintained by the Developer and successors in title in accordance with final drainage plans and maintenance standards approved by the Village. The storm water management program for the Subject Property shall be constructed and installed by the Developer, in accordance with final drainage plans approved by the Village. 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 shall be in accordance with all standards of the Village in force on the date of issuance of the building permit for each phase, and also all standards of the Metropolitan Water Reclamation District of Greater Chicago in effect at the time of issuance of the building permit, and shall be completed by the Developer at its expense.

SECTION THREE: Water Supply.

Developer 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 constructed and installed in accordance with the Code and final engineering plans approved by the Village. The Developer shall pay to the Village the required water connection charge(s) based upon the size of the connection(s) in accordance with Village ordinances. All existing water services serving the

Subject Property which will not be reused shall be disconnected at the source. Any disturbance resulting from this work if outside the proposed construction area shall be immediately restored upon completion of the work. Developer shall be responsible to maintain the service line between the building and the shutoff valve.

SECTION FOUR: 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 Code of the Village and final engineering plans approved by the Village. Developer agrees that no surface water is to be discharged into the sanitary sewerage collection system and Developer will make adequate provision that this will not occur. All existing sanitary services serving the Subject Property which will not be reused shall be disconnected at the source. Any disturbance resulting from this work if outside the construction area shall be immediately restored upon completion of work. Developer will be responsible to maintain the service line to the property line.

SECTION FIVE: Sidewalks.

The Developer shall construct and install all sidewalks and driveways as shown in EXHIBITS A and B (and as modified in accordance herewith) and in accordance with the Code and approved engineering.

SECTION SIX: Easements.

Developer agrees at the time of approval of this Development Agreement to grant to the Village, and/or obtain grants to the Village of, all reasonably necessary easements for the extension of sewer, water, street, or other utilities, including cable television, or for other improvements that may serve not only the Subject Property, but other territories in the general area, including the easements required as conditions of approval as noted in SECTION ONE of this Agreement, provided that such easements, if any, shall not be located so as to interfere with the development and use of the Subject Property as approved herein.

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 Developer to obtain all easements, both on-site and off-site, necessary to serve the Subject Property.

SECTION SEVEN: 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 as are in existence during development of the Subject Property. Planning and engineering designs and standards 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.

The Village shall issue a conditional certificate of occupancy for the building to be constructed, provided all sanitary sewer and water improvements, stormwater management facilities, driveway(s) and rights of way required to serve the building have been completed to the satisfaction of the Village, within a reasonable time after submission of a proper application therefor, including all documents or information required to support such application. If the application is not approved, the Village shall provide a written statement to Developer specifying the reasons for denial of the application including the specification of the requirements of law which the application and supporting documents fail to meet. The Village agrees to issue such certificate of occupancy upon Developer's compliance with the requirements of law identified by the Village after its first inspection of the building. A conditional certificate of occupancy shall be issued by the Village notwithstanding that landscaping and grading improvements have not been completely finished due to adverse weather conditions, subject to the following: (1) Developer posts security in an amount satisfactory to complete said work as determined by the Village, (2) if a conditional certificate of occupancy is issued, and Developer fails to complete the landscaping and/or sidewalk paving or grading improvements as soon as weather permits, but in any event by the following June 30th, the Village shall have the right to withhold the issuance of further occupancy permits to Developer until such exterior work has been completed.

Any required public improvements shall be completed within two (2) years from the date hereof and the Developer shall have the option to deliver to the Village as security an irrevocable letter of credit or a cash deposit in a form satisfactory to the Village and from a bank or financial institution and in an amount as provided for in the Code. Said security is to include 125% of all costs related to required public lighting, all on-site landscape plantings, street trees within public rights-of-way, public roadway, public sidewalk, public sewer, public water lines, erosion control and storm water management facilities.

The Developer may from time to time as the improvements related to the security are constructed, request a reduction in the amount of security furnished. The Village shall provide final approval of the request for a reduction in the amount of security furnished. Said request shall be made by the Developer to the Village by filing the following documents.

1. A request for reduction indicating the requested amount.
2. A new or substitute letter of credit, or other Village approved security method for the reduced amount, if required (to be filed within seven (7) days after the approval of the reduction but before the reduction occurs).
3. An estimate by the Developer's engineer containing the following information:
 - a. The estimated construction cost of the improvements related to the security not completed;
 - b. Fifteen percent (15%) of the construction cost of the improvements related to the security constructed and in place shall remain in the letter of credit; and

- c. Evidence acceptable to the Village that the cost of the improvements related to the security is either paid or otherwise adequately provided for.

A maintenance guarantee will not be required.

Notwithstanding any other provision of this Agreement, no construction of public improvements shall commence until the plans and specifications for the public improvements have been approved, this Agreement has been executed and the minimum security has been provided pursuant to the requirements of Ordinance No. 2084.

Developer, at its own cost, agrees to provide the Village "as built" engineering plans and specifications upon substantial completion of the public improvements or at the request of the Village Engineer but in no event later than the time required by Ordinance No. 2084.

It is agreed that all of the public improvements contemplated herein shall upon acceptance thereof by the Village, become the property of Village and be integrated with the municipal facilities now in existence or hereafter constructed and Village thereafter agrees to maintain said public improvements. Acceptance of said public improvements shall be by resolution of the President and Board of Trustees only after the Village or Village Engineer Consultant has issued his Certificate of Inspection affirming that the improvements have been constructed in accordance with approved Engineering Plans and Specifications. Developer agrees to convey by appropriate instrument and Village agrees to promptly accept, subject to the terms hereof, the public improvements constructed in accordance with the Approved Engineering Plans and Specifications.

SECTION EIGHT: Utilities.

All proposed electricity, telephone, cable television and gas lines shall be installed underground, the location of which underground utilities shall be at the Developer's option but with locations in public rights of way also subject to Village approval. All existing overhead utilities that are presently upon and immediately adjacent to the subject property may remain.

SECTION NINE: Impact Requirements.

Developer agrees that any and all dedications 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. Developer further agrees that the dedications and easements required by this Agreement are uniquely attributable to, reasonably related to and made necessary by the development of the Subject Property.

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

Except as modified below, 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.

Except as modified below, 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, and the developmental standards established herein shall constitute covenants which shall run with the land.

SECTION ELEVEN: Notices.

Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be delivered either (i) personally, (ii) by United States Certified mail, postage prepaid, return receipt requested, or (iii) via nationally recognized overnight carrier service as follows:

For the Village:

1. Daniel J. McLaughlin
Village President
14700 South Ravinia Avenue
Orland Park, Illinois 60462
2. John C. Mehalek
Village Clerk
14700 South Ravinia Avenue
Orland Park, Illinois 60462
3. E. Kenneth Friker
Village Attorney
Klein, Thorpe & Jenkins, Ltd.
15010 S. Ravinia Avenue – Suite 10
Orland Park, Illinois 60462

For the Developer:

1. McDonald's USA, LLC
One McDonald's Plaza
Oak Brook, Illinois 60523
Attn: Director, U.S. Legal Department
L/C: 012-0280
2. James E. Olguin, Esq.
Goldstine, Skrodzki, Russian, Nemec and Hoff, Ltd.
The Prairie Building
835 McClintock Drive, 2nd Floor
Burr Ridge, Illinois 60527-0860

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

SECTION TWELVE: Signs.

The location of any sign upon the Subject Property shall be in accordance with an approved Signage Plan and the Code.

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

A. To Effective Date of Agreement.

The Developer shall reimburse the Village within thirty (30) days of the Village's invoice to the Developer 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) costs incurred by the Village for engineering services in accordance with the provisions of the Code; and
- (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, 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.

Such costs and expenses incurred by Village in the administration of the Agreement shall be evidenced to the Developer upon its request, by a sworn statement of the Village; and such costs and expenses may be further confirmed by the 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, 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 either party hereto which relate to the terms of this Agreement, such party hereto, in its sole discretion, shall determine whether it wants to assume the defense of such lawsuit and bear the cost thereof. In the event that any third party or parties institute any legal proceedings against both Developer and the Village which relate to the terms of this Agreement, then, and in the event, Developer and the Village shall concurrently agree as to whether they are desirous of assuming and bearing the cost of the defense of such lawsuit and the terms of the assumption of such defense, but under no circumstances shall either party be obligated to assume and bear the cost of such defense. In the event the Developer undertakes the defense of such lawsuit, Developer shall not make any settlement or compromise of such lawsuit or fail to pursue any available avenue of appeal of any adverse judgment affecting the Village, without Village approval.

In the event the Village institutes legal proceedings against 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 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. Developer may, in its sole discretion, appeal any such judgment rendered in favor of the Village against Developer.

SECTION FOURTEEN: Warranties and Representations.

Developer represents and warrants to the Village as follows:

1. The Developer proposes to develop the Subject Property in the manner contemplated under this Agreement.
2. Other than Developer and Developer's lender, no other entity or person has any interest in the development of the Subject Property as herein proposed.
3. Developer has provided the legal description of the Subject Property set forth in this Agreement and that said legal description is accurate and correct.

SECTION FIFTEEN: Continuity of Obligations.

Developer shall, at all times during the term of this Agreement remain liable to Village for their 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 SIXTEEN: 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 SEVENTEEN: 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 EIGHTEEN: Singular and Plural.

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

SECTION NINETEEN: 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: Recording.

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

SECTION TWENTY-ONE: Authorization to Execute.

Any officers of Developer executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on its 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. 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-TWO: Amendment.

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

SECTION TWENTY-THREE: Counterparts.

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

SECTION TWENTY-FOUR: Curing Default.

The parties to this Agreement reserve a right to cure any default hereunder within thirty (30) days from written notice of such default, 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-FIVE: Conflict Between the Text and Exhibits.

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

SECTION TWENTY-SIX: Severability.

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

SECTION TWENTY-SEVEN: Definition of Village.

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

SECTION TWENTY-EIGHT: 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

DEVELOPER:

McDONALD'S CORPORATION,
a Delaware corporation

By: _____
Its: _____
(Title)

ATTEST:

By: _____
Its _____
(Title)

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. MCCLAUGHLIN, personally known to me to be the President of the Village of Orland Park, and JOHN C. MEHALEK, 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 _____, 2017.

Notary Public

Commission expires _____

STATE OF _____)
) SS.
COUNTY _____)

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 the _____ and _____ of McDONALD's CORPORATION, a Delaware corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said _____ then and there acknowledged that said _____, as custodian of the corporate seal of said corporation caused the corporate seal of said corporation to be affixed to said instrument as said _____'s 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 _____, 2017.

Notary Public

Commission expires _____