

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

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**DEVELOPMENT AGREEMENT  
EVERGREEN SENIOR LIVING  
(formerly known as PARKVIEW SENIOR LIVING – 10758 183<sup>RD</sup> STREET )**

**INTRODUCTION**

1. This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the VILLAGE OF ORLAND PARK, an Illinois municipal corporation (hereinafter referred to as the "Village"), PARKVIEW CAMPUS REAL ESTATE LLC, an Illinois limited liability company ("Owner"), and Michuda-Heritage Enterprises, LLC (formerly known as PARKVIEW SENIOR LIVING, LLC), an Illinois limited liability company (hereinafter referred to as "Developer"). Developer and Owner are collectively referred to as "Owners."

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:  
Lot 2 in Parkview Campus Subdivision, being a subdivision in the East Half and the Southwest Quarter and the Southeast Quarter of Section 32, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, said Lot 2 being more particularly described as follows:

Commencing at the northwest corner of the East Half of the Southwest Quarter of said Section 32; thence South 01 degrees 34 minutes 34 seconds East along the west line of the East Half of the Southwest Quarter of said Section 32 for a distance of 1053.33 feet; thence South 53 degrees 17 minutes 23 seconds East for a distance of 1709.98 feet to the easterly extension of the north line of the south 539.20 feet of the East Half of the Southwest Quarter of said Section 32 and the Point of Beginning; thence continuing South 53 degrees 17 minutes 23 seconds East for a distance of 53.74 feet; thence South 42 degrees 19 minutes 43 seconds East for a distance of 604.18 feet to the north line of 183rd Street, said line lying 50.00 feet north of and parallel to the south line of the Southeast Quarter of said Section 32; thence South 88 degrees 39 minutes 30 seconds West along the said north line of 183rd Street for a distance of 445.07 feet to the west line of the said Southeast Quarter of Section 32; thence South 88 degrees 42 minutes 07 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 927.74 feet to the east line of the west 406.00 feet of the East Half of the Southwest Quarter of said Section 32; thence North 01 degree 34 minutes 34 seconds West along said east line, 397.00 feet to the north line of the south 447.00 feet of the East Half of the Southwest Quarter of said Section 32; thence North 88 degrees 42 minutes 07 seconds East along the last described line 541.93 feet; thence North 01 degree 17 minutes 53 seconds West, perpendicular to the last described line, 56.50 feet; thence North 57 degrees 32 minutes 26 seconds East, 69.00 feet to the north line of the south 539.20 feet of the East Half of the Southwest Quarter of said Section 32; thence North 88 degrees 42 minutes 07 seconds East along the last described line, 334.79 feet to the Point of Beginning.

Containing 11.865 acres (516,834 square feet) more or less.

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

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

3. The Subject Property (Lot 2/Phase 1) is located at 10758 183<sup>rd</sup> Street, and consists of approximately 11.865 acres.

4. The Subject Property is currently zoned ORI Mixed Use District under the Land Development Code of the Village of Orland Park, as amended (the "Code"), and is proposed to be rezoned to COR Mixed Use District, and to be developed by Owners with a 3-story, 72,347 square foot assisted living facility and an attached 1-story 33,807 square foot memory care unit, along with a 260 space parking lot that will be shared with Parkview Christian Church, Outlot 1 and Lot 1 as shown on the preliminary plat, which is located north and west of the Subject Property, with a special use for congregate elderly housing and a planned development and modifications to increase the parking 354% from 81 required spaces to 287 parking spaces, to accommodate the loading/service yard of the future Autism Day Program building off of the future Waters Edge Drive and to allow the shared parking lot between the 183<sup>rd</sup> Street right-of-way and the future buildings of the northern lot (Phase 2 of the project). The Village agrees that any use approved by the Village on the northern lot (Lot 1/Phase 2) may join an agreement for use of the "Shared Parking" area on Lot 2 and the Shared Parking spots will apply towards meeting the required parking necessary for that use.

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 Owners have petitioned the Village for a subdivision of the Subject Property, approval of a special use permit for a planned development for congregate elderly housing with modifications, as stated above, and plan approval. The Owners have also petitioned the Village for a rezoning of the Subject Property from ORI Mixed Use District to COR Mixed Use District.

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 Owners 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 permit with modifications to increase the parking 354% from 81 required spaces to 287 parking spaces, to accommodate the loading/service yard of the future Autism Day Program building off of the future Waters Edge Drive and to allow the shared parking lot between the 183<sup>rd</sup> Street right-of-way and the future buildings of the northern lot (Phase 2 of the project), subdivision, rezoning of the Subject 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 Owners 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. Owners covenant and agree that they 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 with Modifications, Subdivision, 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 cause the above-described Subject Property to be granted a special use under the Code for congregate elderly

housing and a planned development for a 3-story, 72,347 square foot assisted living facility and an attached 1-story 33,807 square foot memory care unit, along with a 260 space parking lot that will be shared with Parkview Christian Church, Outlot 1 and Lot 1 as shown on the Final Plat, (EXHIBIT A) which is located just west of the Subject Property, with modifications to increase the parking 354% from 81 required spaces to 287 parking spaces, to accommodate the loading/service yard of the future Autism Day Program building off of the future Waters Edge Drive and to allow the shared parking lot between the 183<sup>rd</sup> Street right-of-way and the future buildings of the northern lot (Phase 2 of the project) The Village will also, by proper ordinance, cause the Subject Property to be rezoned to the COR Mixed Use District.

B. The Subject Property shall be developed substantially in accordance with the Preliminary Site Plan titled “Michuda - Parkview Campus,” appended hereto and incorporated herein as EXHIBIT B prepared by Worn Jerabek Architects, P.C., sheets A1.1 and A1.2, dated July 25, 2014, subject to the following conditions:

1. Submit a Final Landscape Plan, meeting all Village Codes, for separate review and approval within 60 days of final engineering approval;
2. Meet all Final Engineering and Building Code related items;
3. Do not convert Outlot 1 to parking for any parking lot expansion; and
4. Block the northbound Waters Edge Drive access to Fountain Hills Subdivision during dismissal of church services to prevent church traffic from entering the subdivision, per the responsibility of Parkview Christian Church’s traffic coordinators. This shall be accomplished through a shared parking and management agreement with Parkview Christian Church for the shared use of the Subject Property’s parking lot. A copy of such agreement shall be provided to the Village.
5. Lot 1 will be developed in accordance with the Preliminary Site Plan or such other plan as agreed to by the Owners and Village and will be subject to a separate development agreement in the future.

C. The Subject Property shall be developed substantially in accordance with the Elevations titled “Michuda – Parkview Campus,” appended hereto and incorporated herein as EXHIBIT C prepared by Worn Jerabek Architects, P.C., sheets A4.1, A4.2 and A4.3, dated July 25, 2014, subject to the conditions set forth above in Subsection B and to the following conditions.

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 2.265” minimum thickness; and
3. Signs are subject to additional review and approval via the sign permitting process and additional restrictions may apply.

D. The Owners shall subdivide the land as shown on the Preliminary Plat of Subdivision titled, "Preliminary Plat of Parkview Campus Subdivision" prepared by Robinson Engineering, Ltd, dated June 16, 2014 and subject to the condition that the Owner submit a final Record Plat of Subdivision to the Village for recording, the conditions set forth in Subsections B and C above, and the following conditions:

1. Owners agree to rezone the Southern Lot (Lot 2/ Phase 1) and Outlot 1 from COR Mixed Use District to the new zoning district for the properties fronting and along 183rd Street/Orland Parkway (the I-80 Corridor) upon the Village's implementation of that new zoning district. The Owners agree that the COR Mixed Use District zoning status is temporary until a new zoning district is established and designated for the I-80 Corridor. The COR Mixed Use District zoning status shall not continue as a stand-alone (i.e. spot-zoned) zoning district upon the designation of the new zoning district. The Village agrees that both the Southern Lot and Outlot 1 will not become non-conforming upon the establishment of the new zoning district regulations. The Owners agree that they will not object to the map amendment rezoning the Southern Lot and Outlot 1 to the new zoning district for the I-80 Corridor. This agreement establishes the following land uses as appropriate and conditionally appropriate for the Southern Lot and Outlot 1, per the Orland Park Comprehensive Plan as modified for this agreement:

a. Appropriate permitted land uses shall include offices; medical offices, clinics and laboratories for X-Ray, blood testing or other specialized medical evaluation need, and rehabilitation centers; educational and research facilities such as schools, libraries, and specialized centers dedicated to research, commonly focused on a specific area; hospitals; and office supporting mixed-use such as office supply shops, graphic design firms, IT firms, publishing firms, paper companies, printers etc.;

b. Conditionally appropriate land uses via special use permit shall include office supporting commercial uses such as retailers under 5,000 square feet, coffee shops, restaurants, financial institutions, health clubs; residential (single family attached); service uses such as day care and cleaners; congregate elderly housing; and places of assembly;

c. Prohibited land uses shall include warehousing; light and heavy industry; commercial services for the general public such as retailers greater than 5,000 square feet, grocers etc.; construction companies; and hospitality (i.e. hotels etc.);

2. Owners are required to work with Village staff to incorporate incremental improvements and amenities as concepts within the campus master plan;

3. Owners will prepare and provide an emergency relocation plan for the project using standards similar to the Collaborative Healthcare Urgency Group (CHUG) for a congregate elderly housing facility in the COR Mixed Use District/Future I-80 Zoning District; and

4. Owners will incorporate the Master Plan Design Guidelines outlined in the staff report into the future development of the northern lot (Phase 2).

E. The Special Use shall be granted for a Planned Development for Evergreen Senior Living (formerly known as Parkview Senior Living) and the Concept Campus Master Plan identified above subject to the conditions set forth above in Subsection B and subject to the following conditions:

1. Increasing the permitted parking 354% from 81 required spaces to 260 parking spaces.
2. Accommodating loading/service yard of the Future Autism Day Program building off of the future Waters Edge Drive.
3. Allowing the shared parking lot between the 183<sup>rd</sup> Street right-of-way and the future buildings of the northern lot (Phase 2).

## SECTION TWO: Contributions.

Developer shall, upon issuance of the initial occupancy permit pay to the Village the following fees:

1. Fair Share Road Exaction Fee of \$0.90 per square foot as provided by Section 5-112(H)(6)(c) of the Code.
2. Library Impact Fee of \$125 per dwelling unit. The units in the Memory Care Unit shall not be subject to this fee.
3. School and Park Exaction Fees will not be required for this Project.

Said sum of money shall be a lien on the Subject Property until paid, and Owners acquiesce and agree to the payment of said sum being a lien on the Subject Property subordinate to any acquisition loan or construction development loan of this or any subsequent developer of the Subject Property from the date hereof. In the event of a default in the payment of said sums, or any part thereof, the Village shall have the right to foreclose the lien aforesaid in the same manner as provided for with respect to a mortgage foreclosure. Other than such payments to the Village as provided in this Agreement as well as the customary permit and inspection fees, no additional contributions, impact or exaction fees shall be paid to the Village by Developer.

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

Sums of money required to be paid hereunder shall be obligations of the Owners and all successors in title, and no conveyance of the Subject Property shall relieve Owners or any subsequent Owner or Developer, of said obligation. In the event of a default in payment, in addition to the remedy of foreclosure of the lien aforementioned, Village shall have all other rights and remedies against Developer or any subsequent owner for the collection of monies.

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

Storm Water runoff emanating from the Subject Property shall be retained or detained in two new detention ponds that Developer is required to construct after the subdivision is completed. The south detention pond will be located on the Subject Property and the north detention pond will be located on the parcel to the north. 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 the Village acknowledges that Final Engineering plans approved by the Village and their consultant(s) meet the Village standards as of the date of approval), and also all standards of the Metropolitan Water Reclamation District of Greater Chicago in effect at the time of final plan approval (recognizing that the Subject Property is “grandfathered” and is subject to the Metropolitan Water Reclamation District of Greater Chicago Water Management Ordinance in effect on April 30, 2014), and shall be completed by the Developer at its expense. All storm water detention/retention facilities shall be owned and maintained by the Owners or their successors).

### SECTION FOUR: 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 sized, constructed and installed in accordance with the Code and final engineering plans approved by the Village (and the Village acknowledges that Final Engineering plans approved by the Village, their consultant(s) and the IEPA meet the Code as of the date of approval). The Owners shall pay to the Village the required water connection charge(s) based upon the size of the connection(s) in accordance with Village ordinances. The Owners shall maintain the water mains and appurtenances until final acceptance by the Village.

### SECTION FIVE: 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 and final engineering plans approved by the Village (and the Village acknowledges that Final Engineering plans approved by the Village, their consultant(s) and the MWRD meet the Code as of the date of approval). Said sewers shall be sized as required by the Village. All required fees are due before a building permit will be issued. The design criteria and construction of the sanitary sewers shall be in accordance with all standards of the Village in force on the date of final plan (and the Village acknowledges that Final Engineering plans approved by the Village and their consultant(s) meet the Village standards as of the date of approval), and also all standards of the Metropolitan Water Reclamation District of Greater Chicago in effect at the time of final plan approval (recognizing that the Subject Property is “grandfathered” and is subject to the Metropolitan Water Reclamation District of Greater Chicago Water Management Ordinance in effect on April 30, 2014), and shall be completed by the Developer at its expense. The Owners shall maintain the sanitary sewer mains and appurtenances until final acceptance by the Village.

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

All sidewalks shown on the final plan (EXHIBIT B) shall be constructed by Developer to the applicable Village standards (and the Village acknowledges that Final Engineering plans approved by the Village and their consultant(s) meet the Village standards as of the date of approval). All multi-use paths (i.e., bike paths) shown on the final plan shall be constructed by the Developer to the applicable Village standards and shall be maintained until final acceptance by the Village (and the Village acknowledges that Final Engineering plans approved by the Village and their consultant(s) meet the Village standards as of the date of approval). Developer 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 all applicable Village standards (and the Village acknowledges that Final Engineering plans approved by the Village and their consultant(s) meet the Village standards as of the date of approval). The Developer shall also relocate any street lights on 183<sup>rd</sup> Street that may be required as part of the final engineering plan for this development.

Developer shall construct Waters Edge Drive and the other access drives and sidewalks as shown on the final plan (EXHIBIT B). The Developer shall also reconfigure (i.e., restripe) 183<sup>rd</sup> Street as required by the final engineering plan to accommodate this development and the construction of Waters Edge Drive.

Developer shall construct and install all landscaping requirements (i.e. retaining walls, planting beds, etc.) per the final landscape plan, meeting all Village Code as required by Section One B.1 of this Development Agreement.

## SECTION SEVEN: Easements.

Owners have granted to the Village via the Final Subdivision Plat (EXHIBIT A), all necessary easements for the extension of sewer, water, street, or other utilities, including cable television.

It shall be the responsibility of Owners 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 “Full” occupancy permit shall be issued for any building prior to the completion and acceptance by the Village of any required public improvements (However, a “Conditional” occupancy permit may be issued by the Village if weather prohibits completion of landscaping in accordance with normal horticultural standards and all other factors impacting occupancy have been completed to the Village’s satisfaction or are otherwise included in the “Conditions” of the occupancy permit). Any required public improvements shall be completed within one (1) year from the date hereof and the Owners shall deliver to the Village an irrevocable letter of credit (the form of security Owners have 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, multi-use path, 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 Developer’s option.

#### SECTION TEN: Impact Requirements.

Owners agree 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. Owners further agree 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. 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  
Orland Park, Illinois 60462

### For the Owner:

1. Parkview Campus Real Estate, LLC  
135 S. LaSalle Street, Suite 2310  
Chicago, Illinois 60603
  
2. Attorney for Parkview Campus Real Estate, LLC  
John P. Bransfield  
Bransfield & Bransfield PC  
135 S. La Salle Street, Suite 2310  
Chicago, Illinois 60603

### For the Developer:

Michuda-Heritage Enterprises (formerly known as Parkview Senior Living, LLC)  
115 W. Jefferson Street, Suite 401  
Bloomington, Illinois 61702-3188

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 Owners, 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, Owners 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 Owners upon its request, by a sworn statement of the Village; and such costs and expenses may be further confirmed by the Owners at its option from additional documents relevant to determining such costs and expenses as designated from time to time by the Owners.

Notwithstanding the immediately preceding paragraph, Owners 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 Owners 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) Owners 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 Owners 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 Owners represent and warrant 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. Owners propose to develop the Subject Property in the manner contemplated in this Agreement.
3. Other than Owners, 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, Owners warrant and represent, 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 Owners or any other party whatsoever. Owners 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.

Owners 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 Owners, 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. Owners 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 Owners 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 Owners.

**SECTION TWENTY-TWO: Authorization to Execute.**

The officers of Owners 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. Owners 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 CAMPUS REAL ESTATE, LLC,  
an Illinois limited liability company

By: \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

DEVELOPER:

MICHUDA-HERITAGE ENTERPRISES, LLC.  
(fka PARKVIEW SENIOR LIVING, LLC)  
an Illinois limited liability company

By: \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

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 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 \_\_\_\_\_, 2015.

My commission expires \_\_\_\_\_

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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 Mark A. Michuda and \_\_\_\_\_, personally known to me to be the \_\_\_\_\_(President) of PARKVIEW CAMPUS REAL ESTATE, LLC, and the above-named \_\_\_\_\_, personally known to be to be the Secretary of PARKVIEW CAMPUS REAL ESTATE, LLC, and the same persons whose names are subscribed to the foregoing instrument as said President and Secretary of PARKVIEW CAMPUS REAL ESTATE, LLC , 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 Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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Notary Public

Commission expires: \_\_\_\_\_

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 Mark A. Michuda, personally known by me to be the \_\_\_\_\_ (President) of MICHUDA-HERITAGE ENTERPRISES, LLC, and the above-named \_\_\_\_\_, personally known by me to be the Secretary of MICHUDA-HERITAGE ENTERPRISES, LLC, and the same persons whose names are subscribed to the foregoing instrument as said President and Secretary of MICHUDA-HERITAGE ENTERPRISES, LLC (formerly known as PARKVIEW SENIOR LIVING, LLC), an Illinois limited liability company 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 \_\_\_\_\_, 2015.

My commission expires \_\_\_\_\_

---

Notary Public