

Prepared by:

Klein Thorpe and Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, IL 60606-2903
(#2384-001)

Prepared on behalf of
the Village of Orland Park

Record against:

PINs: 27-14-300-059;
27-14-300-062; and
27-14-300-063



2031717027

Doc# 2031717027 Fee \$88.00

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

EDWARD M. HOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 11/12/2020 01:18 PM PG: 1 OF 27

[Above space for Recorder's Office]

COOK COUNTY, ILLINOIS

RECORDING COVER SHEET
FOR

DEVELOPMENT AGREEMENT (RIZZA PORSCHE OF ORLAND PARK)
FOR PROPERTY LOCATED AT 8760 W. 159TH STREET, ORLAND PARK, ILLINOIS

(Legal Description)

PARCEL A:

THE SOUTH 10.55 ACRES (EXCEPT THE NORTH 211.0 FEET THEREOF) AND ALSO EXCEPT THE WEST 166 FEET OF THE SOUTH 387 FEET OF THE SOUTH 10.55 ACRES OF THE WEST 30 ACRES OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (ALSO EXCEPTING THE SOUTH 47 FEET, AND EXCEPTING THAT PART OF THE WEST 30 ACRES AS TAKEN BY STATE OF ILLINOIS THROUGH CONDEMNATION PROCEEDING 72134348 ON MAY 23, 1972 AND DESCRIBED AS FOLLOWS: BEGINNING AT INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST 1/4 OF SECTION 14, WITH THE NORTH LINE 159TH STREET AS PER DOCUMENT NUMBER 10909314 RECORDED MAY 26, 1931 THENCE EAST ALONG SAID NORTH LINE A DISTANCE OF 100 FEET TO A POINT; THENCE NORTH ALONG A LINE FORMING A RIGHT ANGLE WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 10 FEET TO A POINT; THENCE WEST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF 159TH STREET TO A POINT ON SAID WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 14 THENCE SOUTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL B:

450805_1

RECORDING FEE 98.00

DATE 11/12/2020 COPIES 10x

OK BY [Signature]

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Suite 1660
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RECORDING COVER SHEET

FOR

**DEVELOPMENT AGREEMENT (RIZZA PORSCHE OF ORLAND PARK)
FOR PROPERTY LOCATED AT 8760 W. 159TH STREET, ORLAND PARK, ILLINOIS**

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PARCEL B:

450805_1

After recording return to:
RECORDERS BOX 324

DATED AS OF AUGUST 21, 2017.

THE WEST 163 FEET OF THE SOUTH 387 FEET OF THE SOUTH 10.55 ACRES OF THE WEST 30 ACRES OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THE SOUTH 47 FEET THEREOF), AND ALSO EXCEPTING THAT PART OF THE WEST 30 ACRES AS TAKEN BY STATE OF ILLINOIS THROUGH CONDEMNATION PROCEEDING 72134348 ON MAY 23, 1972 AND DESCRIBED AS FOLLOWS: BEGINNING AT INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST 1/4 OF SECTION 14, WITH THE NORTH LINE 159TH STREET AS PER DOCUMENT NUMBER 10909314 RECORDED MAY 26, 1931 THENCE EAST ALONG SAID NORTH LINE A DISTANCE OF 100 FEET TO A POINT; THENCE NORTH ALONG A LINE FORMING A RIGHT ANGLE WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 10 FEET TO A POINT; THENCE WEST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF 159TH STREET TO A POINT ON SAID WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 14 THENCE SOUTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

This document prepared by:
E. Kenneth Friker
On Behalf of the Village of Orland Park
Klein, Thorpe and Jenkins, Ltd.
15010 S. Ravinia – Suite 10
Orland Park, Illinois 60462

For Recorder's Use Only

**DEVELOPMENT AGREEMENT
(RIZZA PORSCHE OF ORLAND PARK)**

INTRODUCTION

1. This Agreement entered into this ____ day of _____, 2017, by and between the VILLAGE OF ORLAND PARK, an Illinois municipal corporation (hereinafter referred to as the "Village"), and CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee under Trust Agreement dated March 24, 2017, and known as Trustee Number 8002374101, and JOE RIZZA EURO GROUP, INC, an Illinois corporation, (collectively "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 A:

THE SOUTH 10.55 ACRES (EXCEPT THE NORTH 211.0 FEET THEREOF) AND ALSO EXCEPT, THE WEST 163 FEET OF THE SOUTH 387 FEET OF THE SOUTH 10.55 ACRES OF THE WEST 30 ACRES OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (ALSO EXCEPTING THE SOUTH 47 FEET, AND EXCEPTING THAT PART OF THE WEST 30 ACRES AS TAKEN BY STATE OF ILLINOIS THROUGH CONDEMNATION PROCEEDING 72134348 ON MAY 23, 1972 AND DESCRIBED AS FOLLOWS: BEGINNING AT INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST 1/4 OF SECTION 14, WITH THE NORTH LINE 159TH STREET AS PER DOCUMENT NUMBER 10909314 RECORDED MAY 26, 1931 THENCE EAST ALONG SAID NORTH LINE A DISTANCE OF 100 FEET TO A POINT; THENCE NORTH ALONG A LINE FORMING A RIGHT ANGLE WITH THE LAST

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PINS: 27-14-300-059; 27-14-300-062; 27-14-300-063

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

3. The Subject Property is located at 8760 W. 159th Street, and consists of approximately 7.65 acres.

4. The Subject Property is currently zoned BIZ General Business District under the Land Development Code of the Village of Orland Park, as amended (the "Code"), and is proposed to be developed by Owner with a special use permit for a three (3) lot planned development with multiple buildings and with a special use permit on the largest, approximately six (6) acre lot to permit motor vehicle sales and service. The proposed development consists of a new 18,010 square foot automobile dealership with a 206 space parking lot and a detention pond. Modifications to the special use permit include allowing parking drives and lots located between the building and the street, allowing parking space numbers that exceed the Land Development Code by more than twenty (20%) percent, allowing lighting foot candles that exceed Code maximums, subject to final engineering approvals, on the Porsche lot only, not to exceed a maximum of fifty (50) foot candles at the 159th Street property line and thirty (30) foot candles interior to the site, allowing detention slopes that exceed twenty-five (25%) percent to no more than thirty-three (33%) percent, reducing the western landscape buffer, shifted eastward approximately twenty-four (24') feet, and allowing the retaining wall to exceed three (3') feet in height to a maximum of three and one-half (3.5') feet in height. The two (2) smaller outlots will be set aside for future development.

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 subdivision of the Subject Property, approval of a special use permit for a planned development to permit motor vehicle sales and service and to construct a new 18,010 square foot automobile dealership with modifications, as stated above, and plan approval.

3. The parties hereto have fully complied with all relevant statutes of the State of Illinois and codes and ordinances of the Village, including the filing of a petition by the Owner requesting a special use for the Subject Property to enable the development of the Subject Property as herein provided. The Village has caused the issuance of proper notice and held all necessary hearings to effectuate such special use 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 allow parking drives and lots located between the building and the street, to allow parking space numbers that exceed the Land Development Code by more than twenty (20%) percent, to allow lighting foot candles that exceed Code maximums, subject to final engineering approvals, on the Porsche lot only, not to exceed a maximum of fifty (50) foot candles at the 159th Street property line and thirty (30) foot candles interior to the site, to allow detention slopes that exceed twenty-five (25%) percent to no more than thirty-three (33%) percent, to reduce the western landscape buffer, shifted eastward approximately twenty-four (24') feet, and to allow the retaining wall to exceed three (3') feet in height to a maximum of three and one-half (3.5') feet in height.

(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: 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 a planned development and to construct, operate and maintain an new approximately 18,010 square foot motor vehicles sales and service facility at 8760 West 159th Street and relocate the existing pond to the rear of the site with modifications to allow parking drives and lots located between the building and the street, to allow parking space numbers that exceed the Land Development Code by more than twenty (20%) percent, to allow lighting foot candles that exceed Code maximums, subject to final engineering approvals, on the Porsche lot only, not to exceed a maximum of fifty (50) foot candles at the 159th Street property line and thirty (30) foot candles interior to the site, to allow detention slopes that exceed twenty-five (25%) percent to no more than thirty-three (33%) percent, to reduce the western landscape buffer, shifted eastward approximately twenty-four (24') feet, and to allow the retaining wall to exceed three (3') feet in height to a maximum of three and one-half (3.5') feet in height.

B. The Subject Property shall be developed substantially in accordance with the preliminary site plan titled "Preliminary Site Plan, Rizza Porsche, 8760 W. 159th Street" by W-T Engineering, job CEI6063, dated March 24, 2017, appended hereto and incorporated herein as Exhibit A, subject to the following conditions:

1. The Owner must return to the Village for approvals prior to development of the "future expansion area."

2. The Owner must return to the Village for approvals prior to development of Outlots A and B to ensure compliance with all then current Village Codes and Village stormwater detention requirements in effect as of the date of this Agreement.

3. Submit a Final Landscape Plan, meeting all Village Codes, for separate review and approval, within sixty (60) days of final engineering approval. Construct the required landscape buffer around all sides of the entire 7.65 acre site at the time of Porsche dealership building construction.

4. Meet all final engineering and Building Code requirements and approvals.

C. The Subject Property shall be divided into three (3) lots, as shown on the Preliminary Site Plan, subject to the same conditions as outlined in B, above, and subject to final

engineering approval, to the submission of a Record Plat of Subdivision to the Village for approval and recording, and to the following condition:

1. The front eastern Porsche parking lot must be consolidated into Outlot B prior to development of that Outlot.

D. The Subject Property shall be developed substantially in accordance with the elevations titled "Exterior Elevations" page A06.01 and A06.02, revised March 24, 2017; and "Exterior Finish Schedule" page A06.03, revised February 8, 2017; and "Site Details" page A00.51, revised February 8, 2017; and mesh exhibits received February 9, 2017; all by Simon Design Group, appended hereto and incorporated herein as Exhibit B and subject 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 anchored veneer type masonry with a 2.625" minimum thickness.

3. Signs are conceptual only and are subject to additional Village review and approval via the sign permitting process and additional restrictions may apply.

4. Meet all final engineering and Building Code requirements.

SECTION TWO: Contributions.

Upon application for the initial building permit, Owner shall pay to the Village the transportation exaction fees as provided in Article 5, Section 5-112 H. 6 of the Code. Said sum of money shall be a lien on the Subject Property until paid, and Owner 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.

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 Owner and all successors in title, and no conveyance of the Subject Property shall relieve Owner 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 Owner 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 the detention pond on the Subject Property. Owner shall be required to submit a landscape plan that will include a Maintenance and Monitoring plan for the detention pond. The design criteria, construction and maintenance of the storm sewers are in accordance with all standards of the Village currently in force and shall be in accordance with all standards of the Metropolitan Water Reclamation District of Greater Chicago in effect at the time of final plat approval, and shall be completed by the Owner at its expense. All storm water detention/retention facilities located on the Subject Property shall be perpetually owned and 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. 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. The Owner shall maintain the water mains and appurtenances until final acceptance by the Village.

SECTION FIVE: Sanitary Sewers.

Owner shall 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. 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 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. The Owner shall maintain the sanitary sewer mains and appurtenances until final acceptance by the Village.

SECTION SIX: Sidewalks, Private Roadway Lighting and Landscaping.

All sidewalks and multi-use paths shown on the Preliminary Site Plan (Exhibit A), as said plan may be finally approved and as conditioned, shall be constructed by Owner to the applicable Village standards and shall be maintained until final acceptance by the Village. Owner shall construct all street lights and all necessary electrical wiring required by the Village in order to meet all applicable Village standards. Owner shall maintain the street lighting until final acceptance by the Village. The Owner is responsible for energizing the street lights with the local energy supplier. Owner shall construct and install all landscaping requirements per the final landscape plan, meeting all Village Codes.

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, via the Final Subdivision Plat, appended hereto and incorporated herein as Exhibit C, all necessary easements for the extension of sewer, water,

street, or other utilities, including cable television and fiber optic duct, 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. Owner shall execute a Declaration of Access Easement, Maintenance Agreement, granting the Village a non-exclusive perpetual easement on, over, upon, across, and through Ring Road to provide unobstructed vehicle and pedestrian ingress and egress, and an exclusive perpetual access easement on, over, upon, across, and through said Ring Road easement for the purpose of accessing the Village's water tower. (See draft Plat Exhibit and draft Declaration of Access Easement, Maintenance Agreement)

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 except that an occupancy permit will be issued for the temporary motor vehicle sales and rental facility. The occupancy permit for the temporary motor vehicle sales and rental facility will terminate upon termination of that temporary use. 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 as long as the underground facilities do not conflict with Village-maintained infrastructure.

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. Keith Pekau
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. Joe Rizza
8100 W. 159th Street
Orland Park, IL 60462
2. David Sosin
9501 W. 144th Place, Suite 205
Orland Park, IL 60462

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 the 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. Any party may, in its sole discretion, appeal any such judgment rendered in favor of another party.

SECTION FIFTEEN: Warranties and Representations.

The Owner represents and warrants to the Village as follows:

1. Owner Chicago Title Land Trust Company as Trustee under Trust Number 8002374101 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 or them by this Agreement until such obligations have been fully performed or until Village, at its sole option, has otherwise released it or 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: [Signature]
Village President

ATTEST:

By: [Signature]
Village Clerk

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

ATTEST:

By: _____
Secretary

ATTESTATION NOT REQUIRED PURSUANT TO CORPORATE BY-LAWS

JOE RIZZA EURO GROUP, INC,
An Illinois Corporation

By: [Signature]
Officer

ATTEST:

By: [Signature]
Secretary

OWNER:

CHICAGO TITLE LAND TRUST COMPANY,
not personally but as Trustee under Trust
Agreement dated March 27, 2017,
and known as Trustee Number 8002374101

By: [Signature] EILEEN F. NEARY
Trust Officer ASST. VICE PRESIDENT



ACKNOWLEDGMENTS

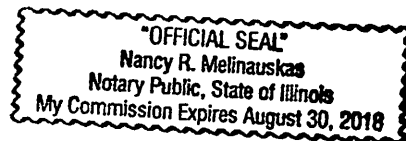
STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that KEITH PEKAU, 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 6th day of October, 2017.

My commission expires August 30, 2018

Nancy R. Melinauskas
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 named Joe Rizza and _____
of JOE RIZZA EURO GROUP, INC, an Illinois Corporation, personally known to me to be the
same persons whose names are subscribed to the foregoing instrument as said
Officer and _____ of JOE RIZZA EURO GROUP, INC,
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 21 day of Sept, 2017.

Notary Public

Commission expires: 5/20/18



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 EILEEN F. NEARY and _____ of the
CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee under Trustee
Agreement dated March 24, 2017 and known as Trust Number 8002374101, personally known
to me to be the same persons whose names are subscribed to the foregoing instrument as such
ASST. VICE PRESIDENT 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 ASST. VICE PRESIDENT then and there acknowledged that said
ASST. VICE PRESIDENT, as custodian of the corporate seal of said corporation caused the
corporate seal of said corporation to be affixed to said instrument as said
ASST. VICE PRESIDENT'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 Notary Seal this 22 day of September, 2017.

Linda Lee Lutz
Notary Public

Commission expires: _____

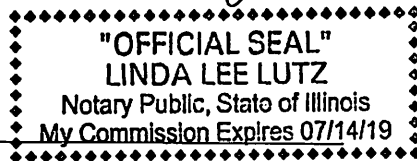
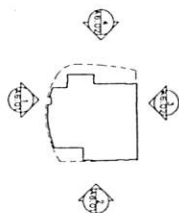


EXHIBIT A

EXHIBIT B



KEY PLAN

EXTERIOR MATERIAL SCHEDULE

| NO. | DESCRIPTION | QUANTITY | REMARKS |
|-----|-------------|----------|------------|
| 1 | BRICK | 10000 | SEE DETAIL |
| 2 | CONCRETE | 5000 | SEE DETAIL |
| 3 | GLASS | 2000 | SEE DETAIL |
| 4 | WOOD | 1000 | SEE DETAIL |
| 5 | IRON | 500 | SEE DETAIL |
| 6 | STEEL | 1000 | SEE DETAIL |
| 7 | ALUMINUM | 500 | SEE DETAIL |
| 8 | COPPER | 100 | SEE DETAIL |
| 9 | BRASS | 50 | SEE DETAIL |
| 10 | STONE | 1000 | SEE DETAIL |
| 11 | PAINT | 1000 | SEE DETAIL |
| 12 | SEALANT | 100 | SEE DETAIL |
| 13 | GLASS | 2000 | SEE DETAIL |
| 14 | WOOD | 1000 | SEE DETAIL |
| 15 | IRON | 500 | SEE DETAIL |
| 16 | STEEL | 1000 | SEE DETAIL |
| 17 | ALUMINUM | 500 | SEE DETAIL |
| 18 | COPPER | 100 | SEE DETAIL |
| 19 | BRASS | 50 | SEE DETAIL |
| 20 | STONE | 1000 | SEE DETAIL |
| 21 | PAINT | 1000 | SEE DETAIL |
| 22 | SEALANT | 100 | SEE DETAIL |

PROJECT: JOE RIZZA
501 LANE COOK ROAD SUITE 350
CHICAGO, IL 60612

ARCHITECT: SIMON
501 LANE COOK ROAD SUITE 350
CHICAGO, IL 60612

CIVIL: WATSON ENGINEERING, LLC
2015 PULASKI AVENUE
CHICAGO, IL 60612

STRUCTURAL ENGINEER: VIRVADLO & ASSOCIATES, LTD
2008 NORTH ELSTON AVE
CHICAGO, IL 60612

MECH/ELECTRICAL ENGINEER: SHERMAN MECHANICAL, INC.
1015 ARABIAN COURT
CHICAGO, IL 60612

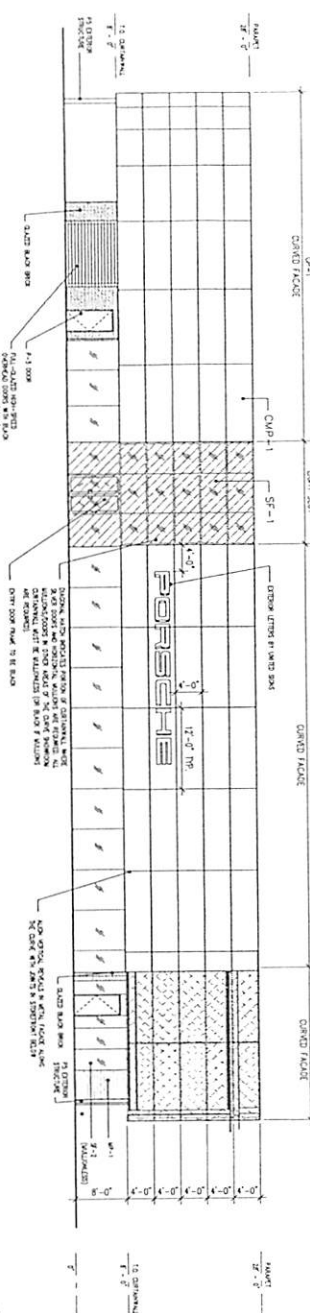
ELECTRICAL ENGINEER: WATSON ENGINEERING, LLC
2015 PULASKI AVENUE
CHICAGO, IL 60612

EXTERIOR ELEVATION - EAST

SCALE: 1/8" = 1'-0"

EXTERIOR ELEVATION - SOUTH

SCALE: 1/8" = 1'-0"



EXTERIOR ELEVATION - SOUTH

SCALE: 1/8" = 1'-0"

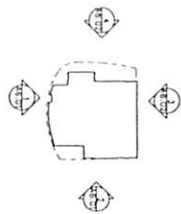
EXTERIOR ELEVATION - SOUTH

SCALE: 1/8" = 1'-0"

A06.01

©2016 SIMON ARCH, LLC

EXT-11B4



KEY PLAN

EXTERIOR MATERIAL SCHEDULE

| NO. | DESCRIPTION | QUANTITY | REMARKS |
|-----|--------------------|----------------|----------------|
| 1 | GLASS CURTAIN WALL | 10,000 SQ. FT. | SEE ELEVATIONS |
| 2 | ALUMINUM CLADDING | 5,000 SQ. FT. | SEE ELEVATIONS |
| 3 | CONCRETE | 10,000 SQ. FT. | SEE ELEVATIONS |
| 4 | ALUMINUM CLADDING | 5,000 SQ. FT. | SEE ELEVATIONS |
| 5 | GLASS CURTAIN WALL | 10,000 SQ. FT. | SEE ELEVATIONS |
| 6 | ALUMINUM CLADDING | 5,000 SQ. FT. | SEE ELEVATIONS |

NOTES: 1. ALL MATERIALS TO BE SUPPLIED BY OTHERS.

PROJECT:

JOE RIZZA



Porter Grand Park
corner of 15th Street
8180 W. 15th Street
Orland Park, IL 60462

ARCHITECT:

SIMON

505 Lake Cook Road, Suite 300
Deerfield, IL 60015
Tel: 847.944.1100
Fax: 847.944.1101
www.simonarch.com

CIVIL:

W.T. Civil Engineering, LLC
2875 Parkway Avenue
Deerfield, IL 60015
Tel: 847.944.1100
Fax: 847.944.1101
www.wt-civil.com

STRUCTURAL ENGR:

PHILIP & ASSOCIATES, LTD.
Structural Engineers
1000 N. 1st Street
Deerfield, IL 60015
Tel: 847.944.1100
Fax: 847.944.1101
www.philip.com

MECH / PLUMB ENGR:

SHERMAN MECHANICAL INC.
1075 Ashland Court
Cary, IL 60013
Tel: 847.944.1100
Fax: 847.944.1101
www.shermanmech.com

ELEC ENGR:

W.T. Electrical Engineering, LLC
2875 Parkway Avenue
Deerfield, IL 60015
Tel: 847.944.1100
Fax: 847.944.1101
www.wt-elect.com

SCALE

EXT ELEVATIONS

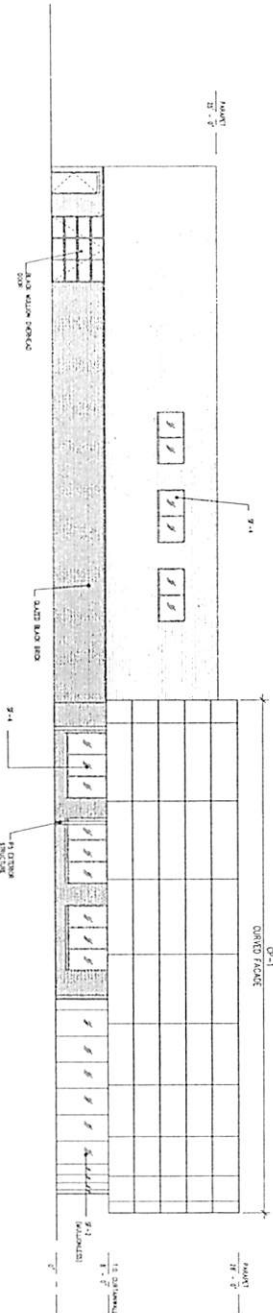
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EXTERIOR ELEVATION - WEST

SCALE: 1/8" = 1'-0"

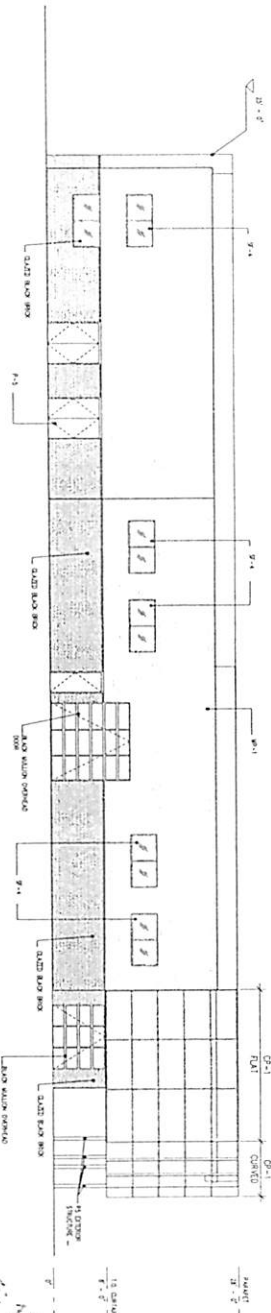
4



EXTERIOR ELEVATION - NORTH

SCALE: 1/8" = 1'-0"

3



NOTE: 1. ALL MATERIALS TO BE SUPPLIED BY OTHERS.

EXH. "B"

EXHIBIT C

OWNER / SUBDIVIDER
JOSEPH R. RIZZA AS TRUSTEE OF THE
JOSEPH R. RIZZA DECLARATION OF TRUST
DATED NOVEMBER 20, 1991, & SUCCESSORS
804 MIDWEST CLUB
5447 BROAD, ILLINOIS 60623

SURVEYOR
MeritCorp Group, LLC
3847 DARLENE CT
AURORA, ILLINOIS 60004
PH. 630.554.0655

JONATHAN D. SPHAZZOLA
ILLINOIS PROFESSIONAL LAND SURVEYOR
0205.023862
REGISTRATION EXPIRES NOV. 30, 2020

AFTER RECORDING RETURN TO:
VILLAGE OF ORLAND PARK
DEVELOPMENT SERVICES DEPARTMENT
14705 HAWKINS AVE
ORLAND PARK, ILLINOIS 60462

SEND TAX BILL TO: JOE RIZZA ENTERPRISES, INC.
8156 W. 184TH ST
ORLAND PARK, ILLINOIS 60462

FINAL PLAT OF RIZZA'S SUBDIVISION

BEING A SUBDIVISION OF THE SOUTH 16.85 ACRES OF THE WEST 30 ACRES OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 36
NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

SANITARY SEWER & WATERMAIN EASEMENT PROVISION

A NON-EXCLUSIVE EASEMENT FOR ACCESS FOR INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND CUSTOMARY SERVICING OF ALL SANITARY SEWER LINES AND STRUCTURES, AND WATER SUPPLY LINES AND STRUCTURES SERVING THE LAND SHOWN ON THE ANNEXED PLAT AS WELL AS OTHER LANDS OVER, UNDER, UPON AND ACROSS THOSE PORTIONS OF THE PLATTED LANDS DEPICTED AND DESIGNATED HEREIN AS "SANITARY SEWER EASEMENT" OR "WATERMAIN EASEMENT", RESPECTIVELY, ARE HEREBY RESERVED AND GRANTED BY ANY ENTITY HOLDING FEE TITLE TO THE LANDS PLATTED HEREON ON ANY PORTION THEREOF, TOGETHER WITH THEIR SUCCESSORS AND ASSIGNS AS GRANTORS, FOR AND TO THE VILLAGE OF ORLAND PARK, ILLINOIS HEREIN THE "VILLAGE", OR GRANTEES, RIGHT OF ACCESS IS GRANTED TO THE OFFICERS, EMPLOYEES AND AGENTS OF THE VILLAGE TO ENTER UPON SAID LAND IN PERSON TOGETHER WITH THEIR RELATED SERVICE AND EMERGENCY EQUIPMENT FOR ALL SUCH PURPOSES STATED HEREIN, ALSO GRANTED TO THE VILLAGE IS THE RIGHT TO CUT, TRIM, OR REMOVE TREES, BUSHES AND FENCES AS MAY REASONABLY BE REQUIRED INCIDENT TO THE RIGHTS GRANTED HEREIN, SAID EASEMENT AREAS MAY BE USED BY THE GRANTORS FOR ANY PURPOSES THAT DO NOT NOW OR IN THE FUTURE INTERFERE WITH THE RIGHTS AND USES HEREIN GRANTED, INCLUDING, WITHOUT LIMITATION, THE RIGHT TO CONSTRUCT IMPROVEMENTS UPON THE SURFACE OF SAID EASEMENT AREAS.

THE VILLAGE SHALL REPLACE AND RESTORE ANY SURFACES DISTURBED BY THE EXERCISE OF ANY RIGHTS HEREIN GRANTED, SHALL ALSO REPAIR, DEVELOPMENT, OR CONSTRUCTION EXIGENCIES REQUIRE THE REMOVAL AND RELOCATION OF ANY UTILITY INSTALLATION PLACED PURSUANT TO THIS GRANT, GRANTORS SHALL INDEMNIFY THE VILLAGE AGAINST ALL COSTS ATTENDANT TO SAID REPAIR AND RELOCATION, FOLLOWING ANY WORK TO BE PERFORMED BY THE VILLAGE OF ORLAND PARK IN THE EXERCISE OF ITS EASEMENT RIGHTS HEREIN GRANTED, SAID VILLAGE SHALL, EXCEPT AS SET FORTH HEREIN, HAVE NO OBLIGATION WITH RESPECT TO SAID SURFACE RESTORATION, INCLUDING BUT NOT LIMITED TO, THE RESTORATION, REPAIR OR REPLACEMENT OF PAVEMENT, CURBS, GUTTERS, TREES, LANDS OR DRIZZLEWAYS, NOTWITHSTANDING ANYTHING TO THE CONTRARY STATED HEREIN, HOWEVER, THE VILLAGE SHALL BE OBLIGATED FOLLOWING ANY INSTALLATION, MAINTENANCE, SERVICING, REPAIR OR REPLACEMENT WORK PERFORMED PURSUANT TO ITS RIGHTS HEREUNDER, TO REPAIR ANY ASPHALT OR CONCRETE SURFACE, TO REMOVE ALL EXCESS DEBRIS AND SPILL, AND TO LEAVE THE AFFECTED AREA IN A GENERALLY CLEAN WORKMANLIKE CONDITION.

DRAINAGE CERTIFICATE:

STATE OF ILLINOIS
COUNTY OF COOK

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

DATED THIS 17th DAY OF FEBRUARY, 2020

Jonathan D. Sphazzola
SURVEYOR
OR PROFESSIONAL ENGINEER
OR PROFESSIONAL ENGINEER

062.05946.0
STATE REGISTRATION NUMBER

11-30-21
REGISTRATION EXPIRATION DATE

OWNER'S CERTIFICATE:

STATE OF ILLINOIS
COUNTY OF COOK

WE, THE UNDERSIGNED, Joseph R. Rizza, DO HEREBY CERTIFY THAT WE ARE THE HOLDER OF RECORD TITLE TO PART OF THE PROPERTY DESCRIBED IN THE HEREIN INCLOSED SURVEYOR'S CERTIFICATE, AND THAT AS SUCH TITLE-HOLDER HAS CAUSED SAID PROPERTY TO BE SURVEYED AND SUBDIVIDED AS SHOWN ON THE PLAT HEREON DRAWN, FOR THE USES AND PURPOSES THEREIN SET FORTH.

WE DO ALSO ACKNOWLEDGE THAT THE SUBJECT PROPERTY LIES WITHIN ELEMENTARY SCHOOL DISTRICT 135, AND HIGH SCHOOL DISTRICT NO. 230

DATED AT Orland Park THIS 17th DAY OF FEBRUARY, 2020

BY: Joseph R. Rizza
JOSEPH R. RIZZA, AS TRUSTEE OF THE JOSEPH R. RIZZA DECLARATION OF TRUST DATED NOVEMBER 20, 1991, & SUCCESSORS

ATTEST
Jani Warchol

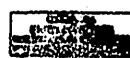
NOTARY PUBLIC CERTIFICATE:

STATE OF ILLINOIS
COUNTY OF COOK

I, Jonathan D. Sphazzola, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT Joseph R. Rizza, ISSUED PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME WAS SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THE EXECUTION OF THE ANNEXED PLAT AND ACCOMPANYING INSTRUMENTS FOR THEIR USES AND PURPOSES THEREIN SET FORTH AS HIS OR THEIR FREE AND VOLUNTARY ACT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 17th DAY OF FEBRUARY, 2020

Jonathan D. Sphazzola
NOTARY PUBLIC



I.D.O.T. CERTIFICATE:

STATE OF ILLINOIS
COUNTY OF COOK

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT OF CH. 2 OF AN ACT TO REVISE THE LAW IN RELATION TO PLAT AS AMENDED. A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S POLICY ON PERMITS FOR ACCESS DRIVENWAYS TO STATE HIGHWAYS WILL BE REQUIRED BY THE DEPARTMENT.
Anthony S. Gaudy
REGIONAL ENGINEERING

VILLAGE CERTIFICATE

STATE OF ILLINOIS
COUNTY OF COOK

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ORLAND PARK, COOK COUNTY, ILLINOIS, THIS 17th DAY OF FEBRUARY, 2020

BY: Michael J. DeLeon
VILLAGE PRESIDENT

ATTEST
Michael J. DeLeon
VILLAGE CLERK

VILLAGE TREASURER'S CERTIFICATE

STATE OF ILLINOIS
COUNTY OF COOK

I HEREBY CERTIFY THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS ON THE ABOVE PROPERTY DESCRIBED.

DATED AT ORLAND PARK, COOK COUNTY, ILLINOIS THIS 17th DAY OF FEBRUARY, 2020

BY: Guillermo L. Harte
VILLAGE COLLECTOR

I, Guillermo L. Harte, VILLAGE COLLECTOR, DO HEREBY CERTIFY THAT THE ABOVE PROPERTY DESCRIBED IS NOT DELINQUENT IN ANY SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS.
Guillermo L. Harte
Mar. 14, 2020

SURVEYOR'S CERTIFICATE:

STATE OF ILLINOIS
COUNTY OF COOK

WE, MERITCORP GROUP, LLC DO HEREBY CERTIFY THAT A LAND SURVEY HAS BEEN MADE UNDER OUR DIRECTION OF THE FOLLOWING DESCRIBED PROPERTY:

THE SOUTH 16.85 ACRES (EXCEPT THE NORTH 31.15 FEET THEREOF) AND ALSO EXCEPT, THE WEST 16.85 FEET OF THE SOUTH 37 FEET OF THE SOUTH 16.85 ACRES OF THE WEST 30 ACRES OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (ALSO EXCEPTING THE SOUTH 47 FEET THEREOF), AND ALSO EXCEPTING THAT PART OF THE WEST 30 ACRES AS TAKEN BY THE STATE OF ILLINOIS THROUGH CONDEMNATION PROCEEDING 75THAM ON MAY 22, 1975 AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST 1/4 OF SECTION 14, WITH THE NORTH LINE OF 16TH STREET AS PER DOCUMENT NUMBER 18009114 RECORDED MAY 29, 1931 THENCE EAST ALONG SAID NORTH LINE A DISTANCE OF 150 FEET TO A POINT, THENCE NORTH ALONG A LINE FORMING A RIGHT ANGLE WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 13 FEET TO A POINT, THENCE WEST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF 16TH STREET TO A POINT ON SAID WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 14, THENCE SOUTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

TOGETHER WITH:

THE WEST 16.85 FEET OF THE SOUTH 37 FEET OF THE SOUTH 16.85 ACRES OF THE WEST 30 ACRES OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THE SOUTH 47 FEET THEREOF), AND ALSO EXCEPTING THAT PART OF THE WEST 30 ACRES AS TAKEN BY THE STATE OF ILLINOIS THROUGH CONDEMNATION PROCEEDING 75THAM ON MAY 22, 1975 AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST 1/4 OF SECTION 14, WITH THE NORTH LINE OF 16TH STREET AS PER DOCUMENT NUMBER 18009114 RECORDED MAY 29, 1931 THENCE EAST ALONG SAID NORTH LINE A DISTANCE OF 150 FEET TO A POINT, THENCE NORTH ALONG A LINE FORMING A RIGHT ANGLE WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 13 FEET TO A POINT, THENCE WEST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF 16TH STREET TO A POINT ON SAID WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 14, THENCE SOUTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

WE DO ALSO CERTIFY THAT WE HAVE SUBDIVIDED SAID PROPERTY INTO LOTS, ALL OF WHICH IS REPRESENTED ON THE PLAT HEREON DRAWN, DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF, ANGULAR BEARINGS ARE SHOWN IN DEGREES, MINUTES, AND SECONDS.

WE FURTHER CERTIFY THAT SAID PROPERTY FALLS WITHIN CORPORATE LIMITS OF THE VILLAGE OF ORLAND PARK, COOK COUNTY, ILLINOIS AND THAT BASED UPON EXAMINATION OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAP OF COOK COUNTY, ILLINOIS, AND INCORPORATED AREAS PANEL 0703 OF 170440, MAP NO. 17031025, HAVING AN EFFECTIVE DATE OF AUGUST 18, 2006, THIS SITE IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AND FALLS WITHIN ZONE "X".

WE HEREBY DESIGNATE THE VILLAGE OF ORLAND PARK, ILLINOIS, TO SUBMIT THIS PLAT, IN THE ORIGINAL VERSION AS DATED AND SIGNED BELOW, FOR RECORDING ON OUR BEHALF AS AGENT FOR THE ANNEXED TITLE HOLDER.

GIVEN UNDER MY HAND AND SEAL AT AURORA, ILLINOIS THIS 17th DAY OF FEBRUARY, 2020

BY: Jonathan D. Sphazzola
JONATHAN D. SPHAZZOLA, PLS
ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 284
CURRENT LICENSE EXPIRES ON NOVEMBER 30, 2020



COPYRIGHT © 2018
MeritCorp

DESCRIPTION:
DATE: 8-13-2018
INSURED TO CLIENT: YES
REVISIONS: 1
UPDATED OWNER/SUBDIVIDER: 7-22-2018
UPDATED EASEMENT/PROVISIONS: 8-7-2018
REVISED PER LOT COMMENTS: 11-15-2019

MeritCorp
3847 Darlene Ct
Aurora, IL 60004
Graylake, IL 60009
Lit. No. 184-005960
C/O: 630.554.0655
www.meritcorp.com

FINAL PLAT OF RIZZA'S
SUBDIVISION
ORLAND PARK, ILLINOIS

PROJECT NO. M17098
DRAWN BY: JDS
CHECKED BY: JDS
SHEET NO. 2/2

FINAL PLAT

OF

RIZZA'S SUBDIVISION

BEING A SUBDIVISION OF THE SOUTH 1/4 ACRES OF THE WEST 1/4 ACRES OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 24 NORTH, RANGE 12E, COUNTY OF ALCOA, MISSISSIPPI

P.M.S.: 27-14-300-059

27-14-300-063

LEGEND

| | |
|------------------------|-----|
| SECTION BOUNDARY | --- |
| OFFICE PROPERTY LINE | --- |
| PROPOSED LOT LINE | --- |
| ROAD CENTERLINE | --- |
| EX. EASEMENT LINE | --- |
| PA. EASEMENT LINE | --- |
| CONCRETE IMPASSIBLE | --- |
| ROUND END OF P.W. WALL | ○ |
| SET BACK WALL | ○ |
| ROUND END OF P.W. WALL | ○ |
| SET BACK WALL | ○ |
| ROUND END OF P.W. WALL | ○ |
| SET BACK WALL | ○ |
| ROUND END OF P.W. WALL | ○ |
| SET BACK WALL | ○ |
| ROUND END OF P.W. WALL | ○ |
| SET BACK WALL | ○ |
| ROUND END OF P.W. WALL | ○ |
| SET BACK WALL | ○ |

AREA TABLE:

| | |
|--------------------|----------------|
| WITHDRAWN EASEMENT | 14,831 SQ. FT. |
| RETRACTED EASEMENT | 3,179 SQ. FT. |
| RETRACTED EASEMENT | 1,179 SQ. FT. |
| OFFICE EASEMENT | 2,800 SQ. FT. |

1.D.O.T. NOTES

- 1. THESE SHALL BE AT RIGHT ANGLES TO THE RIGHT OF WAY.
- 2. THE RIGHT OF WAY SHALL BE 10 FEET WIDE.
- 3. THE RIGHT OF WAY SHALL BE 10 FEET WIDE.
- 4. THE RIGHT OF WAY SHALL BE 10 FEET WIDE.
- 5. THE RIGHT OF WAY SHALL BE 10 FEET WIDE.
- 6. THE RIGHT OF WAY SHALL BE 10 FEET WIDE.
- 7. THE RIGHT OF WAY SHALL BE 10 FEET WIDE.
- 8. THE RIGHT OF WAY SHALL BE 10 FEET WIDE.
- 9. THE RIGHT OF WAY SHALL BE 10 FEET WIDE.
- 10. THE RIGHT OF WAY SHALL BE 10 FEET WIDE.

SURVEYOR'S NOTES

1. BASE OF ROAD AND RIGHT-OF-WAY LINE SHALL BE 10 FEET WIDE.
2. ALL CORNERS ARE GIVEN IN FEET AND DECIMAL PARTS.
3. IF A NOT CORNERING POINT, BEARING AND DISTANCE.
4. BEARING AND DISTANCE SHALL BE GIVEN IN DEGREES, MINUTES AND SECONDS.
5. BEARING AND DISTANCE SHALL BE GIVEN IN DEGREES, MINUTES AND SECONDS.
6. BEARING AND DISTANCE SHALL BE GIVEN IN DEGREES, MINUTES AND SECONDS.
7. BEARING AND DISTANCE SHALL BE GIVEN IN DEGREES, MINUTES AND SECONDS.
8. BEARING AND DISTANCE SHALL BE GIVEN IN DEGREES, MINUTES AND SECONDS.
9. BEARING AND DISTANCE SHALL BE GIVEN IN DEGREES, MINUTES AND SECONDS.
10. BEARING AND DISTANCE SHALL BE GIVEN IN DEGREES, MINUTES AND SECONDS.

OWNER / SUBDIVIDER

JOSEPH R. RIZZA AS TRUSTEE OF THE JOSEPH R. RIZZA TRUST DATED NOVEMBER 20, 1991, & SUCCESSION

SURVEYOR

MeritCorp Group, LLC
10000 N. W. 10TH AVE.
SUITE 100
FORT LAUDERDALE, FL 33304
TEL: 954-575-1000
FAX: 954-575-1001
WWW.MERITCORP.COM

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| DATE | DESCRIPTION |
|------------|------------------------------|
| 9-13-2018 | ISSUED TO CLIENT |
| 9-25-2018 | REVISED PER VILLAGE COMMENTS |
| 10-25-2018 | UPDATED OWNER/SUBDIVIDER |
| 9-27-2019 | UPDATED EASEMENT PROVISIONS |
| 1-15-2020 | REVISED PER NOT COMMENTS |

MeritCorp
3507 Darnley Ct.
Aurora, IL 60004
Office 630.554.6655
www.meritcorp.com

FINAL PLAT OF RIZZA'S SUBDIVISION
ORLAND PARK, ILLINOIS

PROJECT NO. M17098
DRAWN BY: JDS
CHECKED BY: JDS
SHEET NO. 1/2