

VILLAGE OF ORLAND PARK
APPEARANCE IMPROVEMENT GRANT AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, _____, between the Village of Orland Park, Illinois (hereinafter referred to as "Village") and the following designated Owner/Lessee:

Owner's Name:	Ramzi Hassan
Lessee's Name:	N/A
Name of Business:	Horton Center Shopping Center
Tax ID# / Social Security #:	_____
Address of Property to be Improved:	14402 – 14438 John Humphrey Drive
PIN Number:	27-10-100-100; 27-10-100-085
Legal Description:	THAT PART OF LOTS 4 AND 5 IN 144TH PLACE COMMERCIAL SUBDIVISION DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 89 DEGREES, 52 MINUTES WEST ALONG THE NORTH LINE THEREOF 182.50 FEET; THENCE SOUTH 0 DEGREES 08 MINUTES EAST 291.08 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 5; THENCE SOUTH 2 DEGREES, 01 MINUTES, WEST 62.49 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 4 THAT IS 153.00 FEET NORTHEASTERLY OF THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTH 40 DEGREES, 54 MINUTES, 19 SECONDS EAST ALONG THE EASTERLY LINE OF LOT 4, 54.21 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG A CURVE EASTERLY AND HAVING A RADIUS OF 628.66 FEET AN ARC DISTANCE OF 350.04 FEET TO THE POINT OF BEGINNING, ALL IN SAID 144TH PLACE COMMERCIAL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST ¼ OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, IN COOK COUNTY, ILLINOIS.

WITNESSETH:

WHEREAS, the Village of Orland Park has established an Appearance Improvement Grant for application within the Village of Orland Park and the Old Orland Historic District ("Historic District"); and

WHEREAS, said Appearance Improvement Grant is administered by the Village with the advice of the Historic Preservation Review Commission in cases of Contributing Structures and Buildings (as the same are defined in the Village's Land Development Code) and designated Landmarks for the purposes of helping property Owners and Lessees of Contributing Structures and Buildings within the District to restore, preserve and maintain these unique local resources; and

WHEREAS, pursuant to the Appearance Improvement Grant the Village, subject to its sole discretion, will reimburse Owners/Lessees for the cost of eligible exterior improvements to Commercial Structures Village-wide, to Contributing Structures and Buildings within the Historic District and to designated Landmark structures up to a maximum of one-half (1/2) of the Village approved contract cost of such improvements or \$20,000.00, whichever is less; and

WHEREAS, the Owner/Lessee's property is located within the Village or the Historic District, and the Owner/Lessee desires to participate in the Appearance Improvement Grant program pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Village and the Owner/Lessee do hereby agree as follows:

SECTION 1

With respect to Appearance Improvements, the Village shall reimburse an Owner/Lessee for the cost of improvements to the Owner/Lessee's property not to exceed fifty percent (50%) of such cost.

The actual total reimbursement amounts per this Agreement shall not exceed \$60,000.00. The improvement costs that are eligible for Village reimbursement include all labor, materials, equipment, and other contract items necessary for the proper execution and completion of the scope of work as shown on the plans, design drawings, specifications and estimates approved by the Village. Such plans, design drawings, specifications, estimates and scope of work are attached hereto as Exhibit A.

The appearance improvements to be performed pursuant to this Agreement are:

Building improvements: New brick facade, light fixtures, sign bands, cornice, window glaze, updated color scheme and painting, new building columns, updated sidewalks, new E.I.F.S.

General Improvements: New concrete parking curbs, repaired parking lot and resurfacing, updated garbage enclosures, improved landscape materials.

Appearance Review Conditions:

- 1) Meet all final engineering and building code related items.
- 2) Make signage consistent, orderly, and harmonious through channeled letter signs.
- 3) Obtain signage review and approval through the separate Sign Permit process.
- 4) Address parking lot failure issues and repairs during resurfacing.
- 5) Replace the existing garbage enclosure located behind the office building. The new garbage enclosure should meet the requirements stated in Land Development Code Section 6-302 and Village Code.
- 6) Repair the existing garbage enclosure located at the north east corner of Building B so that no more than twenty-five percent of the wall surface is left open. The privacy slats should be replaced to meet the requirements stated in Land Development Code Section 6-302 and Village Code.
- 7) Straighten and repair bent or crooked fencing posts on the existing garbage enclosures.
- 8) Replace any existing dead or dying plant material with new similar or improved plant materials.

SECTION 2

No improvement work shall be undertaken until its design has been submitted to and approved by the Village. Following approval, the Owner/Lessee shall contract for the work and shall commence and complete all such work within one (1) year from the date of such approval weather permitting. Nothing in this Agreement shall permit any Appearance Improvements to be undertaken except in conformance with applicable Village Codes.

SECTION 3

The Development Services Director shall periodically review the progress of the contractor's work on the Appearance Improvement pursuant to this Agreement. Such inspections shall not replace any Village Code required permit inspections by the Building Inspectors. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the Owner/Lessee and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of this Agreement.

SECTION 4

Upon completion of the Appearance Improvement and upon final inspection and approval by the Development Services Director or his/her designee, the Owner/Lessee shall submit to the Village:

- A. A properly executed and notarized contractor sworn statement showing the full cost of the work, as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials or equipment in the work.
- B. Proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors, subcontractors and material suppliers.

- C. A copy of all of the invoices for professional services fees incurred for preparation of plans and specifications.

The Village shall, within thirty (30) days of receipt of the contractor's statement, proof of payment and lien waivers, and the professional services statement, issue a check to the Owner/Lessee as reimbursement for one-half (1/2) of the approved construction cost estimate or one-half (1/2) of the actual construction cost, whichever is less, subject to the limitations set forth in Section 1 hereof.

SECTION 5

If the Owner/Lessee or his contractor fails to complete the improvement work provided for herein in conformity with the time limitation, approved plans, design drawings and specifications and the terms of this Agreement, then upon written notice being given by the Development Services Director to the Owner/Lessee, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the Village shall cease and become null and void.

SECTION 6

Upon completion of the Appearance Improvement work pursuant to this Agreement, the Owner/Lessee shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, unless changes are submitted for review and are approved by the HPRC (in the case of Historic District or landmark properties) and/ or the Village Board. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings and specifications approved pursuant to this Agreement. In the event the approved Appearance Improvements are not properly maintained or alterations are made to the appearance without prior consent from the Village, the Village reserves the right to terminate this Agreement, hold the Owner/Lessee liable for any architectural design and consultant fees incurred by the Village, and require reimbursement in full for all monies expended towards the project through this Appearance Improvement Grant.

SECTION 7

This Agreement shall be binding upon the Village and upon the Owner/Lessee and its successors, to said property for a period of ten (10) years from and after the date of completion and approval of the Appearance Improvement provided for herein. It shall be the responsibility of the Owner/Lessee to inform subsequent Owner/Lessee(s) of the provisions of this Agreement, and to be aware of the requirement for prior Village approval of any alteration whatsoever to the building facades. In addition, the Village shall cause a memorandum of this Agreement to be recorded with the office of the Cook County Recorder of Deeds.

SECTION 8

The Owner/Lessee releases the Village from, and covenants and agrees that the Village shall not be liable for, and covenants and agrees to indemnify and hold harmless the Village and its officials, officers, employees and agents from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected directly or indirectly with the Appearance Improvement(s), including but not limited to actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et seq.) The Owner/Lessee further covenants and agrees to pay for or reimburse the Village and its officials, officers, employees and agents for any and all costs, reasonable attorneys' fees, liabilities or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The Village shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. **The provisions of this Section 8, as well as Sections 6 and 7, above, shall survive the completion of said Appearance Improvement(s).**

SECTION 9

Nothing herein is intended to limit, restrict or prohibit the Owner/Lessee from undertaking any other work in or about the subject premises, which is unrelated to the Appearance Improvement provided for in this Agreement.

SECTION 10

This Agreement shall be enforceable by any action at law or in equity, including actions for specific performance and injunctive relief. The laws of the State of Illinois shall control the construction and enforcement of this Agreement. The parties agree that all actions instituted on this Agreement shall be commenced and heard in the Circuit Court of Cook County, Illinois, and hereby waive venue in any other court of competent jurisdiction. Before any failure of any party to perform any obligation arising from this Agreement shall be deemed to constitute a breach, the party claiming the breach shall notify the defaulting party and demand performance. No breach of this Agreement shall be found to have occurred if performance is commenced and diligently pursued to the satisfaction of the complaining party within thirty (30) days of the receipt of such notice.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

OWNER

LESSEE (if applicable)

VILLAGE OF ORLAND PARK,
an Illinois home rule municipality

By: _____
Village Mayor

ATTEST: _____
Village Clerk