

DEVELOPMENT AGREEMENT  
(UNIVERSITY OF CHICAGO MEDICINE –  
CENTER FOR ADVANCED CARE – 14290 SOUTH LAGRANGE ROAD)

Between

VILLAGE OF ORLAND PARK,  
an Illinois Municipal Corporation

and

UNIVERSITY OF CHICAGO MEDICAL CENTER,  
an Illinois not-for profit corporation

Dated as of September \_\_, 2015

Prepared by and after recording mail to:

E. Kenneth Friker  
Klein, Thorpe and Jenkins, Ltd.  
20 N. Wacker Drive, Suite 1660  
Chicago, Illinois 60606

Permanent Tax Numbers: Parts of 27-04-417-007, -013, -015, and -016

This Document Prepared By:  
E. Kenneth Friker  
Klein, Thorpe and Jenkins, Ltd.  
20 N. Wacker Drive - Suite 1660  
Chicago, Illinois 60606  
(312) 984-6400

For Recorder's Use Only

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**DEVELOPMENT AGREEMENT  
(UNIVERSITY OF CHICAGO MEDICINE –  
CENTER FOR ADVANCED CARE -  
14290 SOUTH LAGRANGE ROAD**

**INTRODUCTION**

1. This Agreement entered into as of this \_\_\_\_\_ day of September, 2015, by and between the VILLAGE OF ORLAND PARK, an Illinois Municipal Corporation (hereinafter referred to as the "Village") and UNIVERSITY OF CHICAGO MEDICAL CENTER, an Illinois not-for-profit corporation (hereinafter referred to as "Developer").

2. The Property subject to this Agreement, legal title to which is vested in Village (excepting such portion as is dedicated to the public), and leased to Developer pursuant to a Ground Lease between the parties is legally described as follows:

**UCMC PARCEL DESCRIPTION:**

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 50 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 4 AND 275 FEET WEST OF THE EAST LINE OF SAID SECTION 4; THENCE NORTH 01 DEGREES 34 MINUTES 53 SECONDS WEST, ALONG A LINE 275.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 01 DEGREES 34 MINUTES 53 SECONDS WEST, 7.00 FEET TO A POINT ON A

LINE 57.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 4, ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 87 DEGREES 59 MINUTES 26 SECONDS WEST, ALONG SAID PARALLEL LINE, 39.94 FEET; THENCE NORTH 48 DEGREES 47 MINUTES 03 SECONDS WEST, 20.44 FEET; THENCE NORTH 01 DEGREES 34 MINUTES 53 SECONDS WEST, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID SOUTHEAST QUARTER, 431.79 FEET; THENCE NORTH 88 DEGREES 25 MINUTES 07 SECONDS EAST, PERPENDICULAR TO THE LAST COURSE, 192.43 FEET; THENCE SOUTH 01 DEGREES 34 MINUTES 53 SECONDS EAST, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID SOUTHEAST QUARTER, 10.50 FEET; THENCE NORTH 88 DEGREES 25 MINUTES 07 SECONDS EAST, PERPENDICULAR TO THE LAST COURSE, 77.52 FEET TO A POINT ON A LINE 60.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION, SAID LINE ALSO BEING A WEST LINE OF PROPERTY CONVEYED IN WARRANTY DEED RECORDED AS DOCUMENT 0021061786; THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY ALONG WESTERLY, NORTHWESTERLY AND NORTHERLY LINES OF SAID WARRANTY DEED FOR THE NEXT THREE COURSES (1) THENCE SOUTH 01 DEGREES 34 MINUTES 53 SECONDS EAST, ALONG SAID LAST DESCRIBED LINE, 406.27 FEET; (2) THENCE SOUTH 43 DEGREES 12 MINUTES 17 SECONDS WEST, 38.33 FEET; (3) THENCE SOUTH 87 DEGREES 59 MINUTES 26 SECONDS WEST, 188.01 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TO BE KNOWN AS:

LOT 4 IN MAIN STREET TRIANGLE PHASE 2, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Portions of PIN NOs. 27-04-417-007, -013, -015, and -016

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

3. The Subject Property is generally located at 14290 South LaGrange Road in the Village and consists of approximately 2.727 acres.

4. The Subject Property is being developed by the Developer, at its sole cost and expense including related site work, for a four (4) story multi-tenant ambulatory care center occupying up to 120,000 square feet with an associated pharmacy and possible pharmacy drive-thru in the VCD Village Center Zoning District with a Special Use for a Planned Unit Development consisting of a building of over 50,000 square feet with a possible drive-thru facility for the pharmacy, with modifications and variances as hereinafter described, pursuant to the Village's Land Development Code (the "Code"). The Subject Property also is being developed to include a surface parking lot for no less than TWO HUNDRED SEVEN (207) motor vehicle parking spaces to be constructed by the Village in accordance with the provisions of the Ground Lease.

5. The Village of Orland Park is a Home Rule Unit pursuant to the provisions of the Illinois Constitution, Article VII, Section 6, and the terms, conditions and acts of the Village under this Agreement are entered into and performed pursuant to the Home Rule powers of the Village and the statutes in such cases made and provided.

RECITALS:

1. The parties hereto desire that the Subject Property be developed in the Village, subject to the terms and conditions as hereinafter set forth and that the Subject Property be developed in the manner as set forth in this Agreement.

2. The Developer has petitioned the Village for approval of plans for the proposed retail center on the Subject Property under the VCD Village Center Zoning District with a Special Use, modifications and variances as more fully hereinafter set forth.

3. The parties hereto have fully complied with all relevant statutes of the State of Illinois and ordinances of the Village 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 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;

(c) The adoption of such other ordinances, resolutions and actions as may be necessary to fulfill and implement this Agreement pursuant to the terms and conditions herein contained.

5. The parties hereto have determined that it is in the best interests of the Village and the Developer and in furtherance of the public health, safety, comfort, morals and welfare of the community to execute and implement this Agreement and that such implementation of this Agreement and development of the Subject Property pursuant to its terms and conditions will constitute an improvement of the tax base of the Village, be in implementation of the comprehensive plan of the Village and will constitute a preservation of environmental values.

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

SECTION ONE: Plan Approval and Design Standards.

A. The Subject Property shall be developed substantially in accordance with the Preliminary Site Plan, Details and Building Elevations entitled "UCM CENTER FOR

ADVANCED CARE AT ORLAND PARK" prepared by TK&A Associates dated June 2, 2015, Sheets A1 through A6 and Sheets A8 through A12, L1 and L2, C1 through C3 and 01 through 06 subject to:

- (a) Submittal of a final landscape plan meeting all Village Codes, for separate Village review and approval within 60 days of approval of final engineering; and
- (b) Meeting all final engineering and Building Code related matters.
- (c) All rooftop mechanical equipment must be screened, and all public utility and at-grade mechanical equipment located in and around the Subject Property as part of the development must be screened with landscaping.

appended hereto and incorporated herein as GROUP EXHIBIT A. The Developer agrees that the Subject Property shall be developed substantially in accordance with said Plans as approved or as may be subsequently amended and approved by the Village, and in accordance with supporting preliminary and final engineering drawings and plans to be submitted to the Village Engineer for review and approval.

B. The Subject Property shall be granted a variance to allow for a drive-aisle in the building setback area.

C. A Special Use Permit Planned Development with modifications shall be granted to allow a Planned Unit Development including a building of over 50,000 square feet and a pharmacy drive-thru facility in the VCD Village Center Zoning District subject to the same conditions as set forth in SECTION ONE A. above, with the following modifications:

- 1. Reduction of the required number of parking spaces from 278 to 207;
- 2. Increase of the allowable building height from 55 feet to 80 feet;
- 3. Reduction of the required number of drive-thru stacking spaces from 7 to 4;
- 4. Reduction of the required number of off-street loading spaces from 5 to 0;
- 5. Reduction of the required setback for a dumpster enclosure from 15 feet to 0 feet; and
- 6. Reduction of the required percentage of ground floor transparency from 35% to as little as 30%.

D. The Village shall construct or cause to be constructed a five (5) level parking deck which shall consist of not less than 513 parking spaces and additional retail space adjacent to the Subject Property all as further described and in accordance with the Ground Lease attached hereto as EXHIBIT B.

E. The Village shall construct or cause to be constructed on the Subject Property a surface parking lot for not less than TWO HUNDRED SEVEN (207) motor vehicle parking spaces, including associated site work, in accordance with plans approved by both the Village and the Developer and in accordance with the provisions of the Ground Lease.

SECTION TWO: Contributions.

Upon, and as a condition to, the issuance of a building permit, Developer shall pay the Fair Share Road Exaction Fee (\$1.15 per square foot of retail space and \$0.90 per square foot of office space) as established in the Code, Section 5-112(H)(6).

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

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

Storm Water run-off emanating from the Subject Property shall be retained or detained in accordance with an off-site storm water management system for the Subject Property that has been constructed and installed by the Village. Such system shall include all storm water management facilities, including on-site storm sewers, if needed, in accordance with final engineering plans approved by the Village. The design criteria, construction and maintenance of the storm sewers shall be in accordance with all standards of the Village in force on the date of final plat approval, and also all standards of the Metropolitan Water Reclamation District of Greater Chicago (“MWRDGC”) in effect at the time of final plat approval, and all such on-site stormwater facilities serving the ambulatory care center shall be completed by the Developer at its expense, and the on-site stormwater facilities serving the surface parking lot shall be completed by the Village at its expense.

SECTION FOUR: Water Supply.

Developer shall be required to construct and install at its expense all necessary on-site water mains to service the ambulatory care center on the Subject Property. All such water mains shall be constructed and installed in accordance with the Code and final engineering plans approved by the Village. The Developer shall pay to the Village the required water connection charge(s) based upon the size of the connection(s) in accordance with Village ordinances.

SECTION FIVE: Sanitary Sewers.

Developer shall be required to construct and install at its expense all necessary sanitary sewers to service the ambulatory care center or the Subject Property in accordance with the Code and final engineering plans approved by the Village so long as such sewers are not to be located in the parking lot. Further, Developer and Village shall grant/obtain any necessary easements for such sanitary sewer service during the platting of the Property.

## SECTION SIX: Streets, Sidewalks and Street Lights

The Developer shall construct and install any sidewalks and street lights as shown in GROUP EXHIBIT A (and as modified in accordance herewith) in accordance with the Code and approved engineering.

The Developer shall provide access to the site. Developer and Village shall be responsible for keeping all adjacent streets free from construction debris and for repair of damages to the streets caused by Developer's construction traffic and the Village shall be responsible for keeping all adjacent streets free from construction debris and for repair of damage to the streets caused by the Village's construction traffic. All deliveries of construction supplies or materials shall be restricted to certain streets or temporary haul roads reasonably designated by the Village prior to delivery of possession to Developer.

Also, Developer and the Village shall be required to keep all adjoining streets free from mud and debris generated by construction activity on the Subject Property. Such streets must be cleaned at least once a week, and more often if required by Village in its reasonable judgment. For each day that the streets are not cleaned as required hereunder during construction, Developer shall be subject to a fine as provided in the Code. If any such fine is not promptly paid, the Village shall have the right to stop any and all further construction until paid. Mud and debris on adjoining streets resulting from construction activity undertaken by the Village in connection with the surface parking lot on the Subject Property and in connection with the adjacent parking deck shall be cleaned by the Village as often as required by the Village in its sole reasonable judgment.

## SECTION SEVEN: Easements.

To the extent not created by the Plat of Subdivision, the Developer and the Village each agree to grant to the other party in the respective utility, Village or Developer, and/or obtain grants to the Village of, all necessary easements for the extension and/or maintenance of sewer, water, street, or other utilities, including cable television, or for other improvements which may serve not only the Subject Property, but other territories in the general area. Also, Developer shall grant an easement to the Village to have access to and the right to maintain any storm water management facilities located on the Subject Property for storm water management purposes. The Village shall have the right, but not the duty, in its discretion to go in and perform such maintenance work if necessary and to charge the Developer for the costs of the same, including the right to record a lien against the Subject Property if such costs are not paid.

All such easements to be granted shall name the Village and/or other appropriate entities designated by the Village as grantee thereunder. To the extent not shown on the Plat of Subdivision encompassing the Subject Property, it shall be the mutual responsibility of the Village and Developer 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 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 the building prior to the completion and acceptance by the Village of the required public improvements.

All public improvements shall be constructed and installed within two (2) years from the date of approval of the Plat of Subdivision; however, if the completion date falls after September 30th, the date shall be the following May 30th. Notwithstanding any other provision of this Agreement, no construction of public improvements shall commence until the plans and specifications for the public improvements have been approved, the agreement for construction of the public improvements as herein provided has been executed. The Plat(s) of Subdivision shall contain such restrictive covenants, drainage covenants and easement provisions as are or were required by the President of the Board of Trustees and reasonably approved by the Developer as a condition to approval of the Plat(s) of Subdivision which may be approved in two or more phases.

Each party hereto, at its own cost, agrees to provide the other party "as built" engineering plans and specifications for the party's required construction of public improvements upon substantial completion of the public improvements.

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

Soils on the Subject Property resulting from excavation activities will be addressed and managed in accordance with the Soil Management Plan attached to and made a part of the Ground Lease.

## SECTION NINE: Utilities.

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

## SECTION TEN: Impact Requirements.

Developer agrees that any and all contributions, impact fees, dedications and easements provided for in this Agreement substantially advance legitimate governmental interests of the Village, including, but not limited to, providing its residents, with access to and use of public utilities, streets, fire protection, and emergency services. Developer further agrees that the contributions, impact fees, dedications and easements required by this Agreement are uniquely attributable to, reasonably related to and made necessary by the development of the Subject Property.

## SECTION 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  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462
  
2. John C. Mehalek  
Village Clerk  
Village of Orland Park  
14700 South Ravinia Avenue

Orland Park, Illinois 60462

3. E. Kenneth Friker  
Village Attorney  
Klein, Thorpe & Jenkins, Ltd.  
15010 S. Ravinia Avenue, Suite 10  
Orland Park, Illinois 60462

For the Developer:

1. University of Chicago Medical Center  
MC1000 S-115  
5841 S. Maryland Avenue  
Chicago, Illinois 60637-1470  
Sharon O'Keefe, President
2. University of Chicago Medical Center  
MC 0953 Room 418  
850 East 58th Street  
Chicago, Illinois 60637  
Attention: Vice President, Facilities Planning, Design and Construction
3. University of Chicago Medical Center  
MC 1132  
5841 S. Maryland Avenue  
Chicago, Illinois 60637-1470  
Attention: General Counsel
4. Patrick E. Brady  
McGuireWoods LLP  
77 W. Wacker Drive, Suite 4100  
Chicago, IL 60601-1818

or such other addresses that 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 Section 6-307 of the Village 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 Developer, concurrently with zoning of the property or so much thereof as required, shall reimburse the Village for the following expenses incurred in the preparation and review of this Agreement, and the zoning approval for the Subject Property:

- (1) the costs incurred by the Village for engineering services in connection with the permit plan review; and
- (2) all reasonable attorneys' fees incurred by the Village in connection with the permit plan review; and
- (3) miscellaneous Village expenses, such as legal publication costs, recording fees and copying expense in connection with the zoning approval and permit plan review.

**B. From and After Effective Date of Agreement.**

Except as hereinafter provided, upon demand by the Village made by and through its President, Developer from time to time shall promptly reimburse the Village for all enumerated reasonable expenses and costs incurred by the 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 the Village in the administration of the Agreement shall be evidenced to the Developer upon its request, by a sworn statement of the Village; and such costs and expenses may be further confirmed by the Developer at its option from additional documents relevant to determining such costs and expenses as designated from time to time by the Developer.

Notwithstanding the immediately preceding paragraph, Developer shall in no event be required to reimburse the Village or pay for any expenses or costs of the 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 Developer 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) Developer 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 or Developer 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 Developer 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 the Village institutes legal proceedings against Developer for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against Developer all expenses of such legal proceedings incurred by the Village, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred by the Village in connection therewith. Developer may, in its sole discretion, appeal any such judgment rendered in favor of the Village against Developer.

#### SECTION FIFTEEN: Warranties and Representations.

The Developer represents and warrants to the Village as follows:

1. Developer proposes to develop the Subject Property in the manner contemplated under this Agreement.

With respect to the pharmacy planned to be located on the first floor of Developer's ambulatory care center, it is understood that Developer has not finalized a lease with the operator of the planned pharmacy and that Developer may locate and operate the pharmacy for its own patients and care recipients.

2. Other than Developer, no other entity or person has any interest in the Subject Property or its development as herein proposed, except the Village as owner of the Subject Property.

#### SECTION SIXTEEN: Continuity of Obligations.

Each party shall at all times during the term of this Agreement remain liable to the other party for its faithful performance of all obligations imposed upon said party by this Agreement until such obligations have been fully performed or until the each party has otherwise released the other party 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 any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any

party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

**SECTION 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. This could result in significant delays.

**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 thereunder 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 Developer.

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

The person or persons executing this Agreement on Developer's behalf, warrant that they have been lawfully authorized to execute this Agreement on Developer's behalf. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. Developer and Village shall, upon request, deliver to one another 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 to 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

DEVELOPER:

UNIVERSITY OF CHICAGO MEDICAL  
CENTER, an Illinois not-for-profit corporation

By: \_\_\_\_\_  
Authorized Officer

ATTEST:

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

## ACKNOWLEDGMENTS

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 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.

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 \_\_\_\_\_, and \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ and \_\_\_\_\_ of UNIVERSITY OF CHICAGO MEDICAL CENTER, an Illinois not-for-profit corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts 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.

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Notary Public

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

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