

DEVELOPMENT AGREEMENT  
(PALOS COMMUNITY HOSPITAL PRIMARY CARE CENTER –  
15300 SOUTH WEST AVENUE)

Among

VILLAGE OF ORLAND PARK,  
an Illinois Municipal Corporation

and

ST. GEORGE CORPORATION and PALOS COMMUNITY HOSPITAL,  
each an Illinois not-for profit corporation

Dated as of July 18, 2016

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: 27-16-103-004 and -005

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  
(PALOS COMMUNITY HOSPITAL PRIMARY CARE CENTER–  
15300 SOUTH WEST AVENUE)**

**INTRODUCTION**

1. This Agreement entered into as of this 18<sup>th</sup> day of July, 2016, by and among the VILLAGE OF ORLAND PARK, an Illinois Municipal Corporation (hereinafter referred to as the "Village") and ST. GEORGE CORPORATION and PALOS COMMUNITY HOSPITAL, each an Illinois not-for-profit corporation (hereinafter collectively referred to as "Developer").

2. The Property subject to this Agreement, legal title to which is vested in Developer (excepting such portion as is dedicated to the public), is legally described as follows:

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPLE MERIDIAN, EXCEPT A TRACT OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER A DISTANCE OF 200 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 200 FEET; THENCE WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID 200 FEET TO THE PLACE OF BEGINNING; ALSO EXCEPTING THAT PART OF THE NORTHWEST QUARTER OF SAID SECTION 16 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF INTERSECTION OF THE WEST LINE OF THE EAST HALF OF SAID NORTHWEST QUARTER OF SECTION 16 AND THE SOUTH RIGHT OF WAY LINE OF 153<sup>RD</sup> STREET, ACCORDING TO DOCUMENT NO. 87255318 RECORDED MAY 12, 1987; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID 153<sup>RD</sup> STREET

HAVING AN ILLINOIS EAST ZONE GRID BEARING OF NORTH 88 DEGREES 01 MINUTE 35 SECONDS EAST, A DISTANCE OF 868.00 FEET; THENCE SOUTH 01 DEGREE 46 MINUTES 14 SECONDS EAST, 10.00 FEET TO A POINT ON A LINE 60.00 FEET SOUTH OF, MEASURED PERPENDICULAR TO AND PARALLEL WITH THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 01 MINUTE 35 SECONDS WEST, 595.25 FEET ALONG SAID PARALLEL LINE; THENCE SOUTH 01 DEGREE 46 MINUTES 14 SECONDS EAST, 5.00 FEET TO A POINT 65.00 FEET SOUTH OF, MEASURED PERPENDICULAR TO AND PARALLEL WITH SAID NORTH LINE; THENCE SOUTH 88 DEGREES 01 MINUTE 35 SECONDS WEST, 272.75 FEET ALONG SAID PARALLEL LINE TO A POINT ON SAID WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER; THENCE NORTH 01 DEGREE 46 MINUTES 14 SECONDS, WEST, 15.00 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN Nos. 27-16-103-004 and -005

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

3. The Subject Property is generally located at 15300 South West Avenue in the Village and consists of approximately thirty-six (36) acres.

4. The Subject Property is being developed by the Developer, at its sole cost and expense (except as hereinafter specified) including related site work, as an expansion, improvement and modernization of Developer's primary care, cancer treatment, medical imaging and medical office facilities in the BIZ General Business Zoning District with a Special Use for a Planned Unit Development consisting of a building of over 50,000 square feet, with modifications and variances as hereinafter described, pursuant to the Village's Land Development Code (the "Code"). The Subject Property also includes a 99,765 square foot medical office building and a parking deck for three hundred sixteen (316) motor vehicle parking spaces as well as a temporary (during construction) parking lot for two hundred eight (208) motor vehicle parking spaces.

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 medical center on the Subject Property under the BIZ General Business 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 “PALOS COMMUNITY HOSPITAL SOUTH CAMPUS, 15300 WEST AVENUE, ORLAND PARK, IL PRELIMINARY SITE PLAN” prepared by HARLEY ELLIS DEVEREAUX and WALSH CONSTRUCTION dated June 7, 2016, Sheets \_\_\_\_ through \_\_\_\_, subject to:

- 1. Submittal of a final landscape plan meeting all Village Codes, for separate Village review and approval within 60 days of approval of final engineering;
- 2. Meeting all final engineering and Building Code related matters;
- 3. Establish a mid-block crossing on West Avenue to accommodate the direct connection between the proposed multi-use path south of the Fitness Center and the main Orland Bikeway trail on the east side of West Avenue;

4. Screen the south elevation of the parking deck with landscaping to mitigate the bare wall appearance;
5. Screen the drive-lane between the parking deck and West Avenue with additional landscape screening beyond what is required by the Corridor Landscaping requirements in Section 6-305 of the Code; and
6. Submit for Village approval maintenance and monitoring plan for the detention pond on Lot 1 as well as a maintenance plan for the underground detention.

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 developed in accordance with the approved elevations titled “ACC EAST ELEVATION AND ACC SOUTH ELEVATION”, “EXISTING AND CONNECTOR SOUTH ELEVATION, EXISTING EAST BUILDING EAST ELEVATION, SOUTH BUILDING ENTRY EAST ELEVATION”, “EAST ELEVATION OF PARKING DECK, NORTH ELEVATION OF PARKING DECK, SOUTH-EAST ELEVATION OF PARKING DECK” and “ACC SOUTH ELEVATION AND ACC NORTH ELEVATION” prepared by HARLEY ELLIS DEVEREAUX and WALSH CONSTRUCTION, date stamped June 7, 2016, subject to the same conditions as set forth in SECTION ONE A, above, and the following:

1. All mechanical equipment must be screened at grade level with landscaping or hidden behind the roof line; and
2. Signs shall be subject to additional review and approval via the Village sign permitting process with additional restrictions which may apply.

C. A Special Use Permit Planned Development for the Subject Property (a/k/a PALOS PRIMARY CARE CENTER) with modifications shall be granted to allow a Planned Unit Development including a building of over 50,000 square feet in the BIZ General Business Zoning District subject to the same conditions as set forth in SECTION ONE A. above, with the following modifications:

1. Enable a drive-aisle between the building and the street;
2. Establish and expand a parking lot between the building and the street;
3. Reduce the detention pond setback from 25 feet to zero feet;
4. Reduce the wetland setback from 50 feet to 25 feet; and

5. Increase the height of retaining walls from 3 feet to a maximum of 12 feet.

D. The Developer shall subdivide the Subject Property and submit a record Plat of Subdivision to the Village for approval and recording.

SECTION TWO: 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 Developer. Such system, except for stormwater detention facilities exclusively serving the Village's Health and Fitness facility, shall be owned, operated and maintained by the Developer in perpetuity, and 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 Developer's primary care, cancer treatment, medical imaging and medical office facilities as well as the Village's Health and Fitness facility (acquired or to be acquired by the Village from the Developer) shall be completed by the Developer. The Village will reimburse the Developer an amount equal to FIFTY PERCENT (50%) of the incremental cost above "normal" surface water detention costs, as the Village and Developer agree and with such detention costs approved in advance by the Village.

Developer shall prepare and record, in form and content satisfactory to the Village Attorney, perpetual covenants providing for, inter alia, repair and maintenance of the following improvements:

- a. Any privately owned drives, streets, medians and sidewalks;
- b. Stormwater retention, detention and drainage structures, including piping; and
- c. Easements for sewer, water and other utilities, including cable television.

Said covenants shall provide for the perpetual maintenance of the above improvements by the Developer (and successors in title) and shall provide for the enforcement of said covenants by the Village.

SECTION THREE: Water Supply.

Developer shall be required to construct and install at its expense all necessary on-site water mains to service the proposed development 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. Developer shall maintain the water mains and appurtenances until the Village issues final approval of the development.

SECTION FOUR: Sanitary Sewers.

Developer shall be required to construct and install at its expense all necessary sanitary sewers to service the proposed development on 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. 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 the 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 Developer at its expense. The Developer shall maintain the sanitary sewer mains and appurtenances until the Village issues final approval of the development. Further, Developer shall grant/obtain any necessary easements for such sanitary sewer service.

#### SECTION FIVE: 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, and shall own and maintain the private roadway lighting.

The Developer shall construct and install a paved connection (primarily for pedestrian use and access) between the Subject Property and the Village's adjacent regional park (Centennial Park).

The Developer shall provide access to the site. Developer 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. All deliveries of construction supplies or materials shall be restricted to certain streets or temporary haul roads designated by the Village.

Also, Developer shall be required to keep all adjoining streets free from mud and debris generated by its 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 sole 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.

#### SECTION SIX: Easements.

The Developer agrees at the time of approval of this Development Agreement to grant to the Village, and/or obtain grants to the Village of, all 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 a blanket 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 grant and/or obtain all easements, both on site and off site, necessary to serve the Subject Property.

SECTION SEVEN: Developmental Codes and Ordinances and General Matters.

The development of the Subject Property shall be in accordance with the existing building, zoning, subdivision, storm water retention and other developmental codes and ordinances of the Village as they exist on the date hereof, or as are in existence during development of the Subject Property. Planning and engineering designs and standards, 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 Developer's expanded and improved building prior to the completion and acceptance by the Village of the required public improvements. All required public improvements shall be completed within three (3) years from the date hereof and the Developer shall deliver to the Village an irrevocable letter of credit (or such other form of security acceptable to the Village) 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 (or such other form of security acceptable to the Village) to include all costs related to required lighting, landscaping, 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 increase more than 3% per annum.

All public improvements shall be constructed and installed within three (3) 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 minimum security has been provided and the requirements of Ordinance No. 2084 have been met. 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.

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



It is agreed that all of the public improvements contemplated herein shall upon acceptance thereof by the Village, become the property of Village and be integrated with the municipal facilities now in existence or hereafter constructed and Village thereafter agrees to maintain said public improvements. Acceptance of said public improvements shall be by resolution of the President and Board of Trustees only after the Village 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.

The Developer shall not be entitled to obtain any building permits, nor any sign permits, and shall not be entitled to construct any signs or any other appurtenant facilities unless and until the proper letter of credit, bond or cash deposit has been made to the Village in accordance with the Land Development Code of the Village. The letter of credit, bond or cash deposit shall specifically include an amount to cover the cost of street trees and sidewalks as required by the Land Development Code and this Agreement.

Developer agrees that any dirt stock piles resulting from the development of the Subject Property shall be located in places as designated and approved by the Village, and for reasonable time periods not to exceed four (4) years unless an extension is agreed to by the Village. In addition, the Village, after providing Developer with ten (10) days advance written notice, shall have the right to draw upon the letter of credit provided for in this agreement to relocate or remove any dirt stock pile which results from the development should they not be placed in an approved location or if the pile is causing a storm water drainage problem, or should it not be permitted to remain beyond the time period specified by the Village; provided, however, that the Village will not draw upon the letter of credit if Developer relocates or removes the stock piles as directed by the Village within the 10-day notice period.

#### SECTION EIGHT: Lease of Village Water Tower.

To accommodate Developer's need for a microwave connection between the Subject Property and Palos Community Hospital located at 12251 S. 80<sup>th</sup> Avenue, Palos Heights, Illinois, the Village will lease to Developer space on top of the Village's water tower located at approximately 145<sup>th</sup> Street and 88<sup>th</sup> Avenue for placement of Developer's microwave transmission/reception equipment. The term of the lease will be twenty (20) years. The Developer shall be responsible, at its expense, to demonstrate to the Village that said water tower has the structural capacity to accommodate Developer's equipment. The Village and Developer will enter into the Village's standard "Tower Lease" (in substantially the same form as attached hereto as EXHIBIT B) with the base lease rate/rental to be paid by Developer (as Lessee) as established by Village February 1, 2010, policy but with such rental waived for the first five (5) years of the lease, twenty-five percent (25%) of the rental established by Village February 1, 2010, policy paid the second five (5) years of the lease, fifty percent (50%) of the rental established by Village February 1, 2010, policy paid the third five (5) years of the lease and

seventy-five percent (75%) of the rental established by Village February 1, 2010, policy paid the final five (5) years of the 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 dedications and easements provided for in this Agreement substantially advance legitimate governmental interests of the Village, including, but not limited to, providing its residents, with access to and use of public utilities, streets, fire protection, and emergency services. Developer further agrees that the dedications and easements required by this Agreement are uniquely attributable to, reasonably related to and made necessary by the development of the Subject Property.

SECTION 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 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:

Palos Community Hospital  
12251 S. 80<sup>th</sup> Avenue  
Palos Heights, Illinois 60463  
Attn: Timothy J. Brosnan, Vice President  
Planning and Community Relations  
- and -  
Charles E. Reiter III, Executive Vice President  
and System General Counsel

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 signs upon the Subject Property shall be in accordance with an approved Signage Plan and Sections 6-305 and 6-307 of the Code, and shall have reasonable setbacks from streets and highways as the interest of safety may require.

SECTION FOURTEEN: Legal Proceedings.

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.

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.
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 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.

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 Village.

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:

ST. GEORGE CORPORATION,  
an Illinois not-for-profit corporation

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

ATTEST:

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

PALOS COMMUNITY HOSPITAL,  
an Illinois not-for-profit corporation

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

ATTEST:

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

ACKNOWLEDGMENTS

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

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that DANIEL J. MCCLAUGHLIN, personally known to me to be the President of the Village of Orland Park, and JOHN C. MEHALEK, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

\_\_\_\_\_  
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 ST. GEORGE CORPORATION, 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 \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

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

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 PALOS COMMUNITY HOSPITAL, 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 \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

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