

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 – BELLE TIRE
(9500 W. 159TH STREET)**

INTRODUCTION

1. This Agreement entered into this ____ day of _____, 2021, by and among the VILLAGE OF ORLAND PARK, an Illinois municipal corporation (hereinafter referred to as the "Village"), and ABC INVESTMENT PROPERTIES, LLC, an Illinois limited liability company (hereinafter referred to as "ABC"), TCF, LLC, an Illinois limited liability company (hereinafter referred to as "TCF") (together, ABC and TCF are hereinafter referred to as "Owners") and BARNES DEVELOPMENT COMPANY, LLC, a Michigan limited liability company (hereinafter referred to as "BARNES" or "DEVELOPER").

2. The Property subject to this Agreement is legally described as follows:

PARCEL 1 (legal title to which is vested in ABC, excepting such portion as may be dedicated to the public):

LOTS 1 AND 2 IN THE GLEN COOPER SUBDIVISION, BEING PART OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART TAKEN FOR 159TH STREET PURSUANT CONDEMNATION CASE NO. 06L50699, IN COOK COUNTY, ILLINOIS.

PARCEL 2 (legal title to which is vested in TCF, excepting such portion as may be dedicated to the public):

THE EAST 175.0 FEET OF THE WEST 600.0 FEET OF THE SOUTH 279.0 FEET OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 15, EXCEPT THAT PART THEREOF LYING SOUTH OF THE NORTH LINE OF PUBLIC HIGHWAY DEDICATED PER DOCUMENT NO. 10909317, ALL IN TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 27-15-302-027; 27-15-302-007; 27-15-302-028

COMMONLY KNOWN AS: 9500 West 159th Street in Orland Park, Illinois.

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

3. The Subject Property is located at 9500 W. 159th Street, in the Village, and consists of approximately 2.53 acres.

4. The Subject Property is currently zoned E-1 Estate Residential Zoning District under the Land Development code of the Village, as amended (the “Code”), and is proposed to be re-subdivided by Owners into two (2) lots (Lot 1 and Lot 2), with Lot 1 to be rezoned from E-1 Estate Residential Zoning District to BIZ General Business Zoning District and granted a Special Use Permit for a Planned Development to allow for Motor Vehicle Services (as defined in the Code). Lot 2 of the new subdivision will not be rezoned or developed at this time, although site improvements to the new Lot 2 are being proposed to facilitate future development of Lot 2. The future rezoning of said Lot 2 shall be to BIZ General Business. Existing non-conformities of proposed Lot 2 are allowed to remain until future development of Lot 2 is proposed but until then any such non-conformities shall not be expanded, enlarged, moved, or altered in any manner resulting in an increase in the degree of non-conformity. The proposed development on the new Lot 1 consists of construction of a 9,800 square foot building for motor vehicle services, the building to be occupied by Belle Tire Distributors, Inc. (“Belle Tire”), a retail tire sales and motor vehicle services company with headquarters in Allen Park, Michigan. In addition to the new building there will be thirty-nine (39) motor vehicle parking spaces, four (4) bicycle parking spaces, a monument sign at the southwest corner of the Subject Property, a rear drive aisle to the north of the Subject Property and a garbage enclosure at the northwest corner of the Subject Property. In addition, a new pedestrian sidewalk will be constructed along 159th Street connecting to the existing sidewalk system as well as the new Lot 2. The new sidewalk will provide access to the customer service/showroom of the building as the building will be located on the eastern portion of the new Lot 1. Parking will be provided to the west of the proposed building and will connect to the new twenty-five (25) foot drive aisle providing future cross access to the adjacent east and west properties via a thirty (30) foot cross access easement. The rear drive aisle will have a guard rail on eastern stubbed point and a six (6) inch concrete curb on the western stubbed point until such time as either adjacent properties are to be developed. Also, Owners have committed to removal of the existing free-standing billboard upon expiration of the current lease contract, which is November 1, 2023.

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. Owners have petitioned the Village for a subdivision of the Subject Property, rezoning of the new Lot 1 from E-1 Estate Residential to BIZ General Business, approval of a special use permit for said Lot 1 for a planned development to permit motor vehicle services in a new 9,800 square foot retail tire sales and motor vehicle service building to be constructed, 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 Owners requesting the rezoning and the 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 for a Planned Development to allow for Motor Vehicle Services.

(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, Developer and Owners and in furtherance of the public health, safety, comfort, morals and welfare of the community to execute and implement this Agreement and that implementation of this Agreement and development of the Subject Property pursuant to its terms and conditions will be in implementation of the comprehensive plan of the Village and will constitute a preservation of environmental values.

6. Developer and Owners covenant and agree that they will execute all reasonably necessary directions and issue all reasonably necessary instructions and take all other action necessary to perform their respective obligations hereunder.

SECTION ONE: Rezoning, Special Use, 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 proposed Lot 1 of the above-described Subject Property to be rezoned BIZ General Business and granted a special use under the Code for a planned development and to construct, operate and maintain a new approximately 9,800 square foot motor vehicles service facility at 9500 West 159th Street and resubdivide the 2.53 acre Subject Property into two (2) lots.

B. The Subject Property shall be divided into two (2) lots, pursuant to the Plat of Subdivision titled "Subdivision Plat" prepared by Woolpert, Inc. dated January 30, 2020, and last revised June 7, 2021, subject to the following conditions:

1. Submit a Record Plat of Subdivision to the Village for approval, execution, and recording.
2. Establish on the Plat the proposed 30' cross-access easement spanning from the western boundary of proposed Lot 1 to the eastern boundary of proposed Lot 2 at the rear of the Subject Property.

C. Proposed Lot 1 of the Subject Property shall be developed substantially in accordance with the preliminary site plan titled Site Plan, "Sheet C-200" by Woolpert, Inc., dated January 30, 2020, last revised June 7, 2021, appended hereto and incorporated herein as Exhibit A, subject to the following conditions:

1. Developer must meet all Building Code requirements and final engineering requirements, including required permits from outside agencies.
2. All ground-based and roof-mounted mechanical equipment must be fully screened from view and shall meet the Code requirements listed in Section 6-308.J.
3. Developer must submit a sign permit application to the Development Services Department for separate review. Signs are subject to additional review and approval via the sign permitting process and additional restrictions may apply.

D. Proposed Lot 1 of the Subject Property shall be developed substantially in accordance with the elevations titled "Building Elevations" on Sheets A201, A202 and A203, dated May 15, 2020, and incorporated herein as Exhibit B and subject to the same conditions outlined in C, above, and subject to:

1. All masonry must be anchored veneer type masonry with a 2.625" minimum thickness.
2. Meet all final engineering and Building Code requirements.

E. The Subject Property shall be developed substantially in accordance with the landscape plan entitled, "Landscape Plan" Sheet C-500 prepared by Woolpert, Inc., dated January 8, 2021, subject to the same conditions as outlined in C, above.

SECTION TWO: Contributions.

Upon application for the initial building permit, Developer 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 proposed Lot 1 of the Subject Property until paid, and Developer acquiesce and agree to the payment of said sum being a lien on proposed Lot 1 of the Subject Property subordinate to any acquisition loan or construction development loan of this or any subsequent developer of proposed Lot 1 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 Developer and all successors in title, and no conveyance of proposed Lot 1 of the Subject Property shall relieve Developer or any subsequent owner or developer of said obligation. In the event of a default in payment, in addition to the remedy of foreclosure of the lien aforementioned, Village shall have all other rights and remedies against Developer or any subsequent owner for the collection of monies.

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

Storm water runoff emanating from proposed Lot 1 of the Subject Property shall be provided by an underground detention system with underdrains that flow into the existing Village storm sewer system. 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 Developer at its expense.

SECTION FOUR: Water Supply.

Developer shall be required to construct and install at its expense all necessary on-site water service lines to service proposed Lot 1 of the Subject Property. All such water service lines shall be sized, 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.

Developer and all of its successors in title shall maintain the underground detention system serving Lot 1 of the Subject Property in perpetuity. If the system is not maintained in accordance with applicable industry standards, the Village is hereby granted authority to perform the required maintenance at the owner's expense and to enter upon the Subject Property to do so.

Likewise, future development approval of Lot 2 will require Owners of Lot 2, and all its successors in title, to provide compliant storm water management facilities for Lot 2, to be maintained by them in perpetuity.

SECTION FIVE: Sanitary Sewers.

Developer shall construct and install at its expense all necessary sanitary sewer service lines to service proposed Lot 1 of 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 Developer at its expense..

SECTION SIX: Streets and Sidewalks.

Access points from 159th Street providing entry/access to proposed Lot 2 shall be consolidated by Owners to a single access point at such time as said Lot 2 is to be developed. All sidewalks shown on the Site Plan (Exhibit A), as said plan may be finally approved and as conditioned, shall be constructed by Developer to the applicable Village standards and shall be maintained until final acceptance by the Village. Developer shall construct and install all landscaping requirements per the final landscape plan, meeting all Village Codes.

SECTION SEVEN: Easements.

Developer and Owners 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. Construction of the cross-access easement referenced in SECTION ONE B, above, must be established and completed on Lot 1 of the Subject Property by Developer, the barricade on the eastern property line must be removed by Developer and the cross-access drive aisles must be fully completed in connection with the future development of Lot 2. The said completed cross-access easement shall extend to the east property line of Lot 1 so that it can be utilized to serve Lot 2 of the Subject Property at such time as Lot 2 is developed.

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 Developer and Owners to obtain all easements, both on-site and off-site, necessary to serve the Subject Property. Owners shall develop the site in such a fashion as to accommodate the future establishment of a non-exclusive perpetual easement to provide unobstructed vehicle and pedestrian ingress and egress, and an exclusive perpetual access easement to the adjacent east and west properties.

SECTION EIGHT: Developmental Codes and Ordinances and General Matters.

The development of proposed Lot 1 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 proposed Lot 1 of the Subject Property. Future development by Owners of the proposed Lot 2 of the Subject Property, or their successors in title, including 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 of any required utilities to serve the motor service facility except that an occupancy permit will be issued for the temporary motor vehicle service facility. The Developer shall deliver to the Village a subdivision improvement or completion bond in a form satisfactory to and in an amount as provided for in the Code. Said bond is to include all costs related to required, landscaping and other improvements including utilities and storm water detention facilities, to the Subject Property required by the Code. The Village may, in its discretion, permit the amount of said bond (or such other form of security acceptable to the Village) to be reduced, from time to time, as major improvements are completed.

Upon expiration of the current billboard lease, November 1, 2023,, said billboard shall be removed by Owners.

At such time as Lot 2 is developed, the existing curb cuts providing access onto 159th Street from Lot 2 will be reduced from three access points to one full access or one right-in-right out access depending on Illinois Department of Transportation (“IDOT”) Permit Section engineering review and concurrence. The plat of subdivision must contain an “access note” directing that at the time of development of Lot 2, the existing access driveway must be removed and a new Highway Permit obtained from IDOT. IDOT shall provide approved access note language.

SECTION NINE: Utilities.

All electricity, telephone, cable television and gas lines serving proposed Lot 1 shall be installed underground, the location of which underground utilities shall be at Developer’s option as long as the underground facilities do not conflict with Village-maintained infrastructure. Such utilities serving proposed Lot 2 shall be buried by Owners at such time as said Lot 2 is to be developed.

SECTION TEN: Impact Requirements.

Developer and Owner agree that any and all contributions, dedications, donations and easements provided for in this Agreement substantially advance legitimate governmental

interests of the Village, including, but not limited to, providing its residents, with access to and use of public utilities, streets, fire protection, and emergency services. Developer and Owners further agree that the contributions, dedications, donations and easements required by this Agreement are uniquely attributable to, reasonably related to, and made necessary by the development of the Subject Property.

SECTION ELEVEN: Binding Effect and Term and Covenants Running with the Land.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, successor owners of record of the Subject Property, assignees, lessees and upon any successor municipal authorities of said Village and successor municipalities, for a period of ten (10) years from the date of execution hereof and any extended time that may be agreed to by amendment.

The terms and conditions of this Agreement relative to the payment of monies to the various contributions to the Village, construction and/or dedication of public improvements, granting of easements to the Village, dedication of rights-of-way to the Village and the developmental standards established herein shall constitute covenants which shall run with the land.

SECTION TWELVE: Notices.

Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be personally delivered to or mailed by United States Certified mail, postage prepaid and return receipt requested, as follows:

For the Village:

1. Keith Pekau
Village President
14700 South Ravinia Avenue
Orland Park, Illinois 60462
2. Patrick R. O'Sullivan
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 Owners:

George J. Arnold

Sosin, Arnold & Schoenbeck, Ltd.
9501 W. 144th Place, Suite 205
Orland Park, Illinois 60462

For Developer:

Daniel J. Schairbaum
Dykema Gossett PLLC
400 Renaissance Center
Detroit, Michigan 48243

Wayne E. Shotwell
Belle Tire Distributors, Inc.
1000 Enterprise Drive
Allen Park, Michigan 48101

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.

Developer, 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, Developer from time to time shall promptly reimburse Village for all enumerated reasonable expenses and costs incurred by Village in the administration of the Agreement to the extent the same pertain to development of Lot 1, 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 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 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, Developer (to the extent such legal proceedings pertain to the development of Lot 1) and Owners (to the extent such legal proceedings pertain to the development of Lot 2) 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) Neither Developer nor Owners shall 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 the Developer and/or Owners 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 the Developer and/or Owners shall reimburse the Village from time to time on written demand from the President of Village and notice of the amount due for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other reasonable expenses of litigation, incurred by the Village in connection therewith.

In the event a party hereto institutes legal proceedings against any other party for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against the unsuccessful party all expenses of such legal proceedings incurred by the successful party, including but not limited to the court

costs and reasonable attorneys' fees, witnesses' fees, etc., incurred in connection therewith. Any party may, in its sole discretion, appeal any such judgment rendered in favor of another party.

SECTION FIFTEEN: Warranties and Representations.

The Owners represent and warrant to the Village as follows:

1. Owners are the legal title holder and the owner of record of the Subject Property as indicated on the first page of this Agreement.
2. Developer proposes to develop the Subject Property in the manner contemplated in this Agreement.
3. Other than Developer or Owners, no other entity or person has any interest as of the date hereof in the Subject Property or its development as herein proposed.
4. Owners have 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.

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 Developer and/or Owners, Developer and Owners 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 (Developer as to Lot 1 and Owners as to Lot 2) 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. For avoidance of doubt, Developer and its successors in interest shall not assume responsibility for development of Lot 2 simply by virtue of Developer's acquisition of ownership of Lot 1 from Owners. Developer's and its successors obligations hereunder are limited to compliance with those requirements that pertain to development, ownership and operation of Lot 1. Likewise, Owners and their successors in interest shall not assume responsibility for development of Lot 1. Owners' and their successors' obligations hereunder are limited to compliance with those requirements that pertain to development, ownership and operation of Lot 2.

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 Developer. To the extent this Agreement is amended to accommodate development of Lot 2, Owners shall be responsible for all costs associated therewith.

SECTION TWENTY-TWO: Authorization to Execute.

The officers of Developer and Owners executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on their behalf. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. Developer and Owners and Village shall, upon request, deliver to each other, at the respective time such entities cause their authorized agents to affix their signatures hereto, copies of all bylaws, resolutions, ordinances, partnership agreements, letters of direction or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

SECTION TWENTY-THREE: Amendment.

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

SECTION TWENTY-FOUR: Counterparts.

This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

SECTION TWENTY-FIVE: Curing Default.

The parties to this Agreement reserve a right to cure any default hereunder within thirty (30) days from written notice of such default, or such additional time as is reasonably required to cure the default so long as the cure of default is commenced within said thirty (30) days, and efforts to effect such cure of default are diligently prosecuted to completion.

SECTION TWENTY-SIX: Conflict Between the Text and Exhibits.

In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of the Agreement shall control and govern.

SECTION TWENTY-SEVEN: Severability.

If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the Village does not have the power to perform any such provision, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve Village from performance under such invalid provision of this Agreement.

SECTION TWENTY-EIGHT: Definition of Village.

When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village unless the context clearly indicates otherwise.

SECTION TWENTY-NINE: Execution of Agreement.

This Agreement shall be signed last by the Village and the President of the Village shall affix the date on which he signs this Agreement on page 1 hereof which date shall be the effective date of this Agreement.

VILLAGE OF ORLAND PARK, an
Illinois Municipal Corporation

By: _____
Village President

ATTEST:

By: _____
Village Clerk

ABC INVESTMENT PROPERTIES, LLC,
an Illinois limited liability company

By: _____
Member/Manager

TCF, LLC,
an Illinois limited liability company

By: _____
Member/Manager

BARNES DEVELOPMENT COMPANY, LLC,
a Michigan limited liability company

By: _____
Member/Manager

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 PATRICK R. O’SULLIVAN, 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 _____, 2021.

My commission expires _____

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named _____, the Member/Manager of ABC INVESTMENT PROPERTIES, LLC, an Illinois limited liability company, personally known to me to be the same person whose name are subscribed to the foregoing instrument as such Member/Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this ____ day of _____, 2021.

Commission expires _____

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named _____, the Member/Manager of TCF, LLC, an Illinois limited liability company, personally known to me to be the same person whose name are subscribed to the foregoing instrument as such Member/Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this _____ day of _____, 2021.

Commission expires _____

Notary Public

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named _____, the Authorized Signatory of BARNES DEVELOPMENT COMPANY, LLC, a Michigan limited liability company, personally known to me to be the same person whose name are subscribed to the foregoing instrument as such Authorized Signatory, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

_____, Notary Public
_____ County, Michigan
Acting in _____ County
My commission expires: _____

EXHIBIT A

EXHIBIT B

EXHIBIT C