

**This document prepared by:**  
**E. Kenneth Friker**  
**Klein, Thorpe and Jenkins, Ltd.**  
**20 N. Wacker Drive – Suite 1660**  
**Chicago, Illinois 60602**

For Recorder's Use Only

---

**ANNEXATION AGREEMENT**  
**(STONE CHURCH – 10731-10737 W. 183<sup>RD</sup> STREET)**

**INTRODUCTION.**

1. This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the VILLAGE OF ORLAND PARK, an Illinois municipal corporation (hereinafter referred to as the “Village”), and THE STONE CHURCH, an Illinois not-for-profit corporation (hereinafter referred to as “Owner”):

2. The Property subject to this Agreement and legal title to which is vested in the Owner referenced above is legally described as follows:

THE WEST 450 FEET OF THAT PART OF THE NORTHEAST QUARTER LYING NORTHERLY OF THE PREMISES DEEDED TO THE STATE OF ILLINOIS BY WARRANTY DEED RECORDED JUNE 24, 1966 AS DOCUMENT NO. R66-9111 (COMMONLY KNOWN AS INTERSTATE 80), EXCEPT THOSE PARTS TAKEN FOR ROAD PURPOSES BY PLAT OF DEDICATION RECORDED AS DOCUMENT R2004-107687, OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PIN NOS. 09-05-200-009-0000 and 09-05-200-010-0000

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

3. The Subject Property consists of approximately 15.35 acres and is generally located at 10731-10737 W. 183<sup>rd</sup> Street, in unincorporated Frankfort Township, Will County, Illinois.

4. The Subject Property is to be developed by the Owner for a place of worship under the E-1 Estate Residential zoning classification, with a Special Use for a place of worship under the Land Development Code (the “Code”) of the Village of Orland Park.

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 annexed to the Village, subject to the terms and conditions as hereinafter set forth and that the Subject Property be zoned and developed in the manner as set forth in this Agreement under the E-1 Estate Residential District provisions of the Code with a Special Use for a place of worship.

2. Owner has petitioned the Village for annexation to the Village of the Subject Property and for amendments to the Land Development Code classifying the Subject Property 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 with respect to annexation including the filing of a petition by Owner requesting annexation of the Subject Property and zoning of the Subject Property to enable use of the property as herein provided. The Village has caused the issuance of proper notice and the conduct of all hearings by all necessary governmental entities to effectuate such annexation and rezoning 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) Enactment of annexation ordinances annexing the Subject Property as described above to the Village;

(c) Adoption of such ordinances as are necessary to effectuate the terms and provisions of this Agreement including the classification of the entire Subject Property for purposes of zoning pursuant to the terms and conditions of this Agreement;

(d) 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 Subject Property is within the Mokena Public Library District and notice of these annexation proceedings have been given to the Trustees of said Library District as required by law and there are no roads adjacent to or on the Subject Property under the jurisdiction of a township. The Village does not provide fire protection services to the Subject Property.

6. The parties hereto have determined that it is in the best interests of the Village and the Owner and in furtherance of the public health, safety, comfort, morals and welfare of the community to execute and implement this Agreement and that 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.

7. Owner covenants and agrees that it will execute all necessary directions and issue all necessary instructions and take all other action necessary to perform their obligations hereunder.

**SECTION ONE:** **Annexation.**

The Owner has filed a petition for annexation to the Village of the Subject Property legally described above pursuant to statute in such cases made and provided. The Village has by execution of this Agreement manifested its intention to annex the Subject Property pursuant to the terms and conditions of this Agreement.

Subject to the provisions of Chapter 65, Act 5, Article 7, of the Illinois Compiled Statutes, and such other statutory provisions as may be relevant and the Home Rule powers of the Village, the Village shall by proper ordinance, cause approval and execution of this Agreement and after adoption and execution of this Agreement shall cause the Subject Property to be annexed to the Village. Also the Village, upon annexation of the Subject Property, shall thereafter adopt all ordinances respecting the zoning and use of the entire Subject Property as herein provided. A plat of annexation of the Subject Property to be annexed is attached hereto as EXHIBIT A The new boundary of the Village resulting from such annexation shall extend to the far side of any adjacent highway and shall include all of every highway within the area so annexed.

Upon the execution of this Agreement, Owner shall do all things necessary and proper to carry out the terms, conditions and provisions of this Agreement and effectuate the annexation of the above-described Subject Property to the Village, and to aid and assist the Village in also so doing.

The Village shall take all actions necessary to carry out and perform the terms and conditions of this Agreement and to effectuate the annexation of the Subject Property to the Village.

**SECTION TWO:** **Zoning. Plan Approval and Design Standards.**

A. The Village, upon annexation and 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, shall by proper ordinance after execution of this Agreement and annexation of the Subject Property to the Village, cause the Subject Property described above to be classified as E-1 Estate Residential District of the Land

Development Code of the Village of Orland Park, as more fully set forth in the ordinance rezoning said property.

Owner agrees that permission for the construction of those public improvements which require approval from the Metropolitan Water Reclamation District of Greater Chicago (“MWRD”) or any other governmental agency, must be obtained. Owner agrees to maintain and keep in good repair the public improvements that are to be constructed until accepted by the Village.

The parties hereto agree to cooperate in obtaining, expediting and submitting such necessary documents as may be required for the approval thereto from the MWRD or any other governmental agency. Owner agrees to construct any improvements required by the aforesaid permit at Owner's sole expense. The Village agrees to sign the Owner's completed MWRD permit application, provided it complies with approved engineering, within 10 business days of receipt by the Village of an acceptable and complete permit application.

B. The Subject Property shall be developed substantially in accordance with the preliminary site plan appended hereto and incorporated herein as EXHIBIT B entitled “Site Plan – Phase 1 and Phase 2” prepared by ARCHITECTURAL RESOURCE CORPORATION, Project No. A823A, Sheet Nos. AC1 and AC2, dated January 23, 2009, revised March 16, 2009, subject to the following:

- (1) The Owner shall pay for the cost to reconstruct the median as required to accommodate left turn lane and stacking;
- (2) The rear dry detention area either meets a 2% slope minimum or under-drains must be installed by Owner;
- (3) A landscape plan, meeting all Village Codes, is submitted by the Owner for separate review and approval within 60 days of final engineering approval. Care should be taken not to block parkway views for cars pulling out of the church drive onto Orland Parkway;
- (4) An attempt is made by Owner to stagger church service release times with Parkview Christian Church; and
- (5) All final engineering related items are met;

and in accordance with the elevations titled “Exterior Elevations”, Project No. A823A, Sheet A2, originally dated January 23, 2009, and last revised March 16, 2009, subject to the following conditions:

- (1) All mechanical equipment is required to be screened, either at grade level with landscaping or hidden behind the roofline;

- (2) The Owner must return to the Plan Commission for approval of Phase II Building Elevations, and to the Village Board for final approval; and
- (3) Building material colors are to generally match submitted 11 x 17 color elevations by Architectural Resources Corporation titled "A823A Stone Church" dated March 16, 2009;

and in accordance with a Special Use Permit for a place of worship with modifications that include a reduction in required detention setbacks, and parking and drives that are located between the building and the street, subject to the same conditions as outlined above, plus the following additional conditions:

- (1) A timing plan for construction of the church phases is to be submitted to the Village staff for approvals. All phases of the project are to be completed within seven (7) years unless extended by the Village Board of Trustees;
- (2) The Owner must amend the Special Use Permit before a K-8 School can operate in the building;
- (3) At such time as Owner reaches agreement with the adjoining property owner to the east of the Subject Property, the Owner shall execute a cross-access agreement that includes a cross-access easement along the Subject Property's eastern property line so a second entry drive can be accommodated in the future and a cross-access through the proposed stub and parking lot; and
- (4) The plat of subdivision is to be submitted by the Owner to the Village Board for approval, and recording, evidencing compliance with this Agreement and consolidation of the two (2) existing permanent real estate tax index numbers into one (1), prior to issuance of building permits.

C. Existing septic systems contained on the Subject Property shall be removed and any wells on the same shall be capped in accordance with the requirements of the Illinois Environmental Protection Agency and/or the Illinois Department of Transportation, and the Will County Department of Public Health. A copy of any well sealing affidavit must be filed with the Village Department of Development Services.

D. Owner shall install water and sewer connections at its own expense in accordance with the final engineering plan approved by the Village. The Owner agrees to pay for the actual cost and inspection fee for the installation of a water meter of the type required by the Village, and appurtenances. All of the facilities herein described shall be located as determined by the Village.

### SECTION THREE: Contributions.

Upon the issuance of each building permit, Owner shall make the following contributions/fees as required by Village ordinance, which are payable to the Village on behalf of the following:

- A. Fair Share Road Exaction fee of \$0.90 per square foot of the building floor space;
- B. Water Construction Fund (connection charge) based on the diameter of the water connection, plus the Roundway, Buffalo Box and water meter cost, both installation and inspection; and
- C. Eight hundred dollars (\$800.00) per buildable acre (as "Buildable Acre" is defined in the Code) as a recapture due the Village for the Wolf Road Sanitary Sewer Main extension.

Said sums of money shall be a lien on the Subject Property until paid, and Owner acquiesces and agrees to the payment of said sums being a lien on the Subject Property subordinate to any acquisition loan or construction development loan of any developer of the Subject Property from the date hereof. In the event of a default in the payment of said sums, or any part thereof, the Village shall have the right to foreclose the lien aforesaid in the same manner as provided for with respect to a mortgage foreclosure. The issuance of a building permit shall serve to terminate and extinguish said lien rights of the Village as to that part of the Subject Property included in the permit issued by the Village. Nothing herein contained shall limit the right of Owner to prepay the permit amount set forth above for the release of lien with respect to any lot or lots. Upon request after the Owner has paid the per permit amount set forth above for any particular lot, the Village will issue a letter indicating such payment has been made and the lien on the lot in question is waived.

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

Sums of money required to be paid hereunder shall be obligations of the Owner and successors in title, and no conveyance of the Subject Property shall relieve Owner or any subsequent Owner of said obligation. In the event of a default in payment, in addition to the remedy of foreclosure of the lien aforementioned, Village shall have all other rights and remedies against Owner or any of them or any subsequent owner for the collection of monies.

The above-referenced contributions will not increase during the term of this Agreement.

### SECTION FOUR: Water Supply.

Owner shall have the right to construct and install at its expense all necessary on-site water mains to service the Subject Property. All water mains shall be constructed and installed in accordance with the Code and final engineering plans approved by the Village. The Village agrees to permit connection of the aforementioned water mains to the water facilities of the

Village and to furnish water service on the same basis as said services are furnished to other parts of the Village.

#### SECTION FIVE: Sanitary and Storm Sewers.

Owner shall be required to construct and install at its expense all necessary sanitary sewers to service the Subject Property in accordance with the Code and final engineering plans approved by the Village. The Village agrees to permit connection of the aforementioned sanitary sewers to the sanitary sewer facilities of the Village and to furnish sewer service on the same basis as said services are furnished to other parts of the Village. Owner agrees that no surface water is to be discharged into the sanitary sewerage collection system and will make adequate provision that this will not occur.

Storm Water run off emanating from the Subject Property shall be retained in accordance with a central retention/detention system for the Subject Property to be constructed and installed by the Owner as finally approved by the Village. Such system shall include all storm water management facilities, including both on-site and off-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 and retention facilities shall be in accordance with all standards of the Village in force on the date of final plat approval for each phase, and also all standards of the MWRD in effect at the time of final plat approval for each phase, and shall be completed by the Owner at its expense.

The required storm water retention/detention facilities for the development must be completed before an occupancy permit shall be issued.

All public improvements, which shall be completed within two (2) years after approval of the Plat of Subdivision, shall be inspected by the Village upon completion, and if they are found to be in compliance with the requirements of the Code and in accordance with the final engineering plans, they shall thereupon, without unreasonable delay, be accepted by the Village, except for the storm water retention/detention ponds which shall be perpetually owned by and maintained by the Owner.

In the event the Subject property is subject to the December 2, 1999, Service Agreement between the Village and the MWRD, Owner and all successors in title shall promptly pay to the Village, upon invoice from the Village, all connection charges, annual service charges and other charges imposed upon the Village pursuant to said 1999 Service Agreement in order for the Subject Property to be served by sanitary sewers.

#### SECTION SIX: Construction of Streets, Street Lights, Dedications and Miscellaneous.

##### A. Streets.

The Owner shall provide access to the site. Owner shall be responsible for keeping all adjacent streets free from construction debris and for repair of damages to the streets caused by

Owner'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, Owner shall be required to keep all public streets located on the Subject Property as well as 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 sole judgment. For each day that the streets are not cleaned as required hereunder during construction, Owner 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.

B. Street Lights.

Owner shall be required to install street lights in accordance with the Code of the Village and final engineering plans approved by the Village. The Village Department of Public Works shall be contacted by Owner prior to Owner's relocation of street lights and for subsequent Village inspection.

C. Dedications.

The Village shall accept the dedication of any street right-of-way upon completion of the street improvements and acceptance thereof by the Village.

D. Soil Erosion Control.

At all times the erosion and sedimentation control final engineering plans, which describe the measures necessary to maintain all phases of construction, shall be followed. Accommodations shall be made for the control depositing sediment and debris from the development site onto streets, sewers and adjoining property. If a hazardous condition arises, the Owner shall be responsible to remove or cause to be removed any deposits of dirt, mud or other debris which have contaminated streets, sewers or adjoin property. The objective shall be to ensure development of the site provides regularly scheduled installation of permanent and temporary sediment control measures, installation of storm drainage, paving of streets and parking areas, and establishment of permanent vegetative cover throughout the construction process which prevents the impacts of soil erosion.

E. Retaining Walls.

Any retaining wall which exceeds three feet in total height shall be designed and inspected by a structural engineer. Prior to the release of the Letter of Credit, a certification from a structural engineer shall state the wall(s) have been constructed in accordance with the project plans and meet applicable structural engineering design standards.

F. Miscellaneous.

The cost of all street trees including installation shall be included in the required letters of credit for the development of the Subject Property, with the amounts to be computed on the same basis as the amounts to be included in the letter of credit for all other public improvements for the Subject Property. The installation of street trees shall remain the obligation of Owner and such obligation may not be assigned or transferred in any way to a successor in title. The street tree(s) shall be planted not later than the planting season next following the issuance of the Village occupancy permit. All parkway trees shall be planted by Owner prior to Village acceptance of the subdivision public improvements and before release of Owner's letter of credit. Owner shall provide a bike rack on the Subject Property as required by the Code.

SECTION SEVEN: Easements.

The Owner agrees at the time of approval of the Annexation Agreement to grant to the Village, and/or obtain grants to the Village of, all necessary easements for the extension 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, Owner 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 Owner 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. It shall be the responsibility of the Owner 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.

Except as provided herein, the development of the Subject Property encompassed by this Agreement 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 each respective permit for development is issued. 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. All fees, etc., set forth under the various ordinances of the Village shall be paid by the Owner at the rate set forth in the Village ordinances at the time each permit is issued.

No occupancy permit shall be issued for any building prior to the completion and approval by the Village Engineer of the required public improvements, except for the final surface course of the streets and landscaping improvements. The Village will not finally accept any public improvements until after the final surface course of asphalt has been placed on any private drive or easement. Provided, however, the construction and installation of the public

improvements to be done by Owner may be commenced at any time after Owner has delivered to Village an irrevocable letter of credit (or such other security such as a Subdivision Improvement Bond as the Village Board may approve), in a form satisfactory to, and from a bank or other financial institution approved by, the Village in the amount of 125% of the Owner's Engineer's estimate of the cost of construction and installation of all such improvements as approved by the Village Engineer, including all required lighting, streets and street lights, landscaping, street trees, sewer and water lines and storm water management facilities. The Village Engineer may, in his discretion, permit the amount of said letter of credit or other approved security to be reduced, from time to time, as major public improvements are completed.

All public improvements shall be constructed and installed within four (4) years from the date hereof; 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 minimum security has been provided, the requirements of Ordinance No. 2084 have been met, and until documentation, including a copy of any required permit if applicable, or evidence is received by the Village that Owner is not violating a wetland regulation or a regulation relating to waters of the United States and the Owner has shown the Village a permit for building a roadway on a floodplain. Further, no earthwork shall be done in any area tentatively identified as wetlands until an appropriate permit or permission has been obtained and such permit or permission is shown to the Village. The Plat(s) of Subdivision shall contain such restrictive covenants, drainage covenants and easement provisions as are or were required by the Village President and Board of Trustees as a condition to approval of the Plat(s) of Subdivision.

Owner, at Owner's own cost, agrees to provide the Village "as built" engineering plans and specifications upon substantial completion of the public improvements or at the request of the Village Engineer 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. Owner 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.

#### 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 Owner's option but not conflicting with any Village utility.

## SECTION TEN: Impact Requirements.

Owner agrees that any and all contributions, dedications, donations and easements provided for in this Agreement substantially advance legitimate governmental interests of the Village, including, but not limited to, providing its residents, and in particular the future residents of the Subject Property, with access to and use of public utilities, streets, libraries, schools, parks and recreational facilities, police protection, and emergency services. Owner further agrees that the contributions, dedications, donations and easements required by this Agreement are uniquely attributable to, reasonably related to and made necessary by the development of the Subject Property.

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

This Agreement shall be binding upon and inure to the benefit of the parties hereto, successor owners of record of the Subject Property, assignees, lessees and upon any successor municipal authorities of said Village and successor municipalities, for a period of twenty (20) years from the date of execution hereof and any extended time that may be agreed to by amendment, except that the Contributions as set forth in SECTION THREE hereof may be increased after seven (7) years from the date hereof in accordance with the provisions of the Code as then existing and from time to time thereafter.

The terms and conditions of this Agreement relative to the payment of monies to the various Village recapture funds, 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. David P. Maher, Village Clerk  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462

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

For the Owner:

1. The Stone Church  
6330 W. 127<sup>th</sup> Street  
Palos Heights, Illinois 60463  
Attn: Robert Conrath, Business Manager
2. David B. Sosin, Esq.  
Sosin & Arnold, Ltd.  
11800 S. 75<sup>th</sup> Avenue – Suite 300  
Palos Heights, Illinois 60463

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.

After application is made to the Village's Building Department Director, and all required fees are paid, the Village will permit Owner to erect and maintain a sign upon the Subject Property in accordance with the Code, and shall have reasonable setbacks from streets and highways as the interest of safety may require.

SECTION FOURTEEN: Permits and Security.

With the exception of the grading, the Owner 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, Village approved Subdivision Improvement Bond or cash deposit has been made to the Village in accordance with the Code. The letter of credit, Village approved Subdivision Improvement Bond or cash deposit shall specifically include an amount to cover the cost of street trees as required by the Code and this Agreement.

Owner 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 Owner with ten (10) days advance written notice, shall have the right to draw upon the security 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 Owner relocates or removes the stock piles as directed by the Village within the 10-day notice period.

**SECTION FIFTEEN: Reimbursement of Village for Legal and Other Fees and Expenses.**

**A. To Effective Date of Agreement.**

The Owner, concurrently with annexation and zoning of the Subject 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 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 attorneys' fees incurred by the Village; and
- (3) miscellaneous Village expenses, such as legal publication costs, recording fees and copying expenses.

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

Except as provided in the paragraph immediately following this paragraph, upon demand by Village made by and through its President, Owner from time to time shall promptly reimburse Village, for all enumerated reasonable expenses and costs incurred by Village in the administration of the Agreement, including and limited to engineering fees, attorneys' fees and out of pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder, and the negotiation and preparation of letters of credit and escrow agreements to be entered into as security for the completion of land improvements.

Such costs and expenses incurred by Village in the administration of the Agreement shall be evidenced to the Owner upon its request, by a sworn statement of the Village; and such costs and expenses may be further confirmed by the Owner at its option from additional documents relevant to determining such costs and expenses as designated from time to time by the Owner.

Notwithstanding the immediately preceding paragraph, Owner shall in no event be required to reimburse Village or pay for any expenses or costs of Village as aforesaid more than once, whether such are reimbursed or paid through special assessment proceedings, through fees established by Village ordinances or otherwise.

In the event that any third party or parties institute any legal proceedings against the Owner and/or the Village, which relate to the terms of this Agreement, then, in that event, the Owner, on notice from Village shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:

1. Owner shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village.

2. If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between Village and Owner, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Owner shall reimburse the Village from time to time on written demand from the President of Village and notice of the amount due for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other expenses of litigation, incurred by the Village in connection therewith. The obligation of Owner to reimburse Village under the terms of this subparagraph 2 shall terminate if no such legal proceedings are brought within one (1) year from the date of the annexation of the Subject Property and, further, such obligation of reimbursement shall not apply if such legal proceedings are based upon alleged errors, omissions or unlawful conduct of Village and not the Owner.

In the event the Village institutes legal proceedings against Owner for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment all expenses of such legal proceedings incurred by Village, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred by the Village in connection therewith. Owner may, in its sole discretion, appeal any such judgment rendered in favor of the Village against Owner.

#### SECTION SIXTEEN: Warranties and Representations.

The Owner represents and warrants to the Village as follows:

1. The Owner, THE STONE CHURCH, is the legal titleholder and the owner of record of the Subject Property.

2. That the Owner proposes to develop the Subject Property in the manner contemplated under this Agreement.

3. That other than the Owners, no other entity or person has any ownership interest in the Subject Property or its development as herein proposed.

4. That Owner has provided the legal descriptions of the Subject Property set forth in this Agreement and the attached Exhibits and that said legal descriptions are accurate and correct.

#### SECTION SEVENTEEN: Continuity of Obligations.

Notwithstanding any provision of this Agreement to the contrary, including but not limited to the sale and/or conveyance of all or any part of the Subject Property by Owner, Owner shall at all times during the term of this Agreement remain liable to Village for the faithful

performance of all obligations imposed upon them by this Agreement until such obligations have been fully performed or until Village, at its sole option, has otherwise released Owner and from any or all of such obligations.

**SECTION EIGHTEEN: 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 NINETEEN: 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 TWENTY: Singular and Plural.**

Wherever appropriate in this Agreement, the singular shall include the plural, and the plural shall include the singular.

**SECTION TWENTY-ONE: 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-TWO: Recording.**

A copy of this Agreement and any amendments thereto shall be recorded by the Village at the expense of the Owner.

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

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. The Owner and Village shall, upon request, deliver to each other at the respective time such entities cause their authorized agents to affix their signatures hereto copies of all bylaws, resolutions, ordinances, partnership agreements, letters of direction or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective parties.

**SECTION TWENTY-FOUR: 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-FIVE: Counterparts.**

This Agreement may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

**SECTION TWENTY-SIX: 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.

**SECTION TWENTY-SEVEN: 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 planning memoranda or any preliminary document or agreement, the text of this Agreement shall control and govern.

**SECTION TWENTY-EIGHT: 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-NINE: 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 THIRTY: 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

OWNER:

THE STONE CHURCH, an Illinois  
not-for-profit corporation

ATTEST:

## 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 DAVID P. MAHER, 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 \_\_\_\_\_, 2009.

---

## Notary Public

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

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 \_\_\_\_\_ and \_\_\_\_\_ personally known to me to be the President and Secretary of THE STONE CHURCH, 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 President and Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said \_\_\_\_\_ then and there acknowledged that said \_\_\_\_\_, as custodian of the corporate seal of said corporation caused the corporate seal of said corporation to be affixed to said instrument as said \_\_\_\_\_'s own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

---

Notary Public

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