

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

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**DEVELOPMENT AGREEMENT  
(RIZZA PORSCHE OF ORLAND PARK)**

**INTRODUCTION**

1. This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the VILLAGE OF ORLAND PARK, an Illinois municipal corporation (hereinafter referred to as the "Village"), and CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee under Trust Agreement dated March 24, 2017, and known as Trustee Number 8002374101, and JOE RIZZA EURO GROUP, INC, an Illinois corporation, (collectively "Owner").

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

**PARCEL A:**

THE SOUTH 10.55 ACRES (EXCEPT THE NORTH 211.0 FEET THEREOF) AND ALSO EXCEPT, THE WEST 163 FEET OF THE SOUTH 387 FEET OF THE SOUTH 10.55 ACRES OF THE WEST 30 ACRES OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (ALSO EXCEPTING THE SOUTH 47 FEET, AND EXCEPTING THAT PART OF THE WEST 30 ACRES AS TAKEN BY STATE OF ILLINOIS THROUGH CONDEMNATION PROCEEDING 72134348 ON MAY 23, 1972 AND DESCRIBED AS FOLLOWS: BEGINNING AT INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST 1/4 OF SECTION 14, WITH THE NORTH LINE 159TH STREET AS PER DOCUMENT NUMBER 10909314 RECORDED MAY 26, 1931 THENCE EAST ALONG SAID NORTH LINE A DISTANCE OF 100 FEET TO A POINT; THENCE NORTH ALONG A LINE FORMING A RIGHT ANGLE WITH THE LAST

DESCRIBED COURSE, A DISTANCE OF 10 FEET TO A POINT; THENCE WEST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF 159TH STREET TO A POINT ON SAID WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 14 THENCE SOUTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL B:

THE WEST 163 FEET OF THE SOUTH 387 FEET OF THE SOUTH 10.55 ACRES OF THE WEST 30 ACRES OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THE SOUTH 47 FEET THEREOF), AND ALSO EXCEPTING THAT PART OF THE WEST 30 ACRES AS TAKEN BY STATE OF ILLINOIS THROUGH CONDEMNATION PROCEEDING 72134348 ON MAY 23, 1972 AND DESCRIBED AS FOLLOWS: BEGINNING AT INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST 1/4 OF SECTION 14, WITH THE NORTH LINE 159TH STREET AS PER DOCUMENT NUMBER 10909314 RECORDED MAY 26, 1931 THENCE EAST ALONG SAID NORTH LINE A DISTANCE OF 100 FEET TO A POINT; THENCE NORTH ALONG A LINE FORMING A RIGHT ANGLE WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 10 FEET TO A POINT; THENCE WEST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF 159TH STREET TO A POINT ON SAID WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 14 THENCE SOUTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PINS: 27-14-300-059; 27-14-300-062; 27-14-300-063

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

3. The Subject Property is located at 8760 W. 159<sup>th</sup> Street, and consists of approximately 7.65 acres.

4. The Subject Property is currently zoned BIZ General Business District under the Land Development Code of the Village of Orland Park, as amended (the "Code"), and is proposed to be developed by Owner with a special use permit for a three (3) lot planned development with multiple buildings and with a special use permit on the largest, approximately six (6) acre lot to permit motor vehicle sales and service. The proposed development consists of a new 18,010 square foot automobile dealership with a 206 space parking lot and a detention pond. Modifications to the special use permit include allowing parking drives and lots located between the building and the street, allowing parking space numbers that exceed the Land Development Code by more than twenty (20%) percent, allowing lighting foot candles that exceed Code maximums, subject to final engineering approvals, on the Porsche lot only, not to exceed a maximum of fifty (50) foot candles at the 159<sup>th</sup> Street property line and thirty (30) foot candles interior to the site, allowing detention slopes that exceed twenty-five (25%) percent to no more than thirty-three (33%) percent, reducing the western landscape buffer, shifted eastward approximately twenty-four (24') feet, and allowing the retaining wall to exceed three (3') feet in height to a maximum of three and one-half (3.5') feet in height. The two (2) smaller outlots will be set aside for future development.

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. The Owner has petitioned the Village for a subdivision of the Subject Property, approval of a special use permit for a planned development to permit motor vehicle sales and service and to construct a new 18,010 square foot automobile dealership with modifications, as stated above, 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 the Owner requesting a 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 with modifications to allow parking drives and lots located between the building and the street, to allow parking space numbers that exceed the Land Development Code by more than twenty (20%) percent, to allow lighting foot candles that exceed Code maximums, subject to final engineering approvals, on the Porsche lot only, not to exceed a maximum of fifty (50) foot candles at the 159<sup>th</sup> Street property line and thirty (30) foot candles interior to the site, to allow detention slopes that exceed twenty-five (25%) percent to no more than thirty-three (33%) percent, to reduce the western landscape buffer, shifted eastward approximately twenty-four (24') feet, and to allow the retaining wall to exceed three (3') feet in height to a maximum of three and one-half (3.5') feet in height.

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

**SECTION ONE: Special Use with Modifications, 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 the above-described Subject Property to be granted a special use under the Code for a planned development and to construct, operate and maintain an new approximately 18,010 square foot motor vehicles sales and service facility at 8760 West 159<sup>th</sup> Street and relocate the existing pond to the rear of the site with modifications to allow parking drives and lots located between the building and the street, to allow parking space numbers that exceed the Land Development Code by more than twenty (20%) percent, to allow lighting foot candles that exceed Code maximums, subject to final engineering approvals, on the Porsche lot only, not to exceed a maximum of fifty (50) foot candles at the 159<sup>th</sup> Street property line and thirty (30) foot candles interior to the site, to allow detention slopes that exceed twenty-five (25%) percent to no more than thirty-three (33%) percent, to reduce the western landscape buffer, shifted eastward approximately twenty-four (24') feet, and to allow the retaining wall to exceed three (3') feet in height to a maximum of three and one-half (3.5') feet in height.

B. The Subject Property shall be developed substantially in accordance with the preliminary site plan titled "Preliminary Site Plan, Rizza Porsche, 8760 W. 159<sup>th</sup> Street" by W-T Engineering, job CEI6063, dated March 24, 2017, appended hereto and incorporated herein as Exhibit A, subject to the following conditions:

1. The Owner must return to the Village for approvals prior to development of the "future expansion area."

2. The Owner must return to the Village for approvals prior to development of Outlots A and B to ensure compliance with all then current Village Codes and Village stormwater detention requirements in effect as of the date of this Agreement.

3. Submit a Final Landscape Plan, meeting all Village Codes, for separate review and approval, within sixty (60) days of final engineering approval. Construct the required landscape buffer around all sides of the entire 7.65 acre site at the time of Porsche dealership building construction.

4. Meet all final engineering and Building Code requirements and approvals.

C. The Subject Property shall be divided into three (3) lots, as shown on the Preliminary Site Plan, subject to the same conditions as outlined in B, above, and subject to final

engineering approval, to the submission of a Record Plat of Subdivision to the Village for approval and recording, and to the following condition:

1. The front eastern Porsche parking lot must be consolidated into Outlot B prior to development of that Outlot.

D. The Subject Property shall be developed substantially in accordance with the elevations titled "Exterior Elevations" page A06.01 and A06.02, revised March 24, 2017; and "Exterior Finish Schedule" page A06.03, revised February 8, 2017; and "Site Details" page A00.51, revised February 8, 2017; and mesh exhibits received February 9, 2017; all by Simon Design Group, appended hereto and incorporated herein as Exhibit B and subject to the following conditions:

1. Screen all mechanical equipment either at grade level with landscaping or hidden behind the roofline.

2. All masonry must be anchored veneer type masonry with a 2.625" minimum thickness.

3. Signs are conceptual only and are subject to additional Village review and approval via the sign permitting process and additional restrictions may apply.

4. Meet all final engineering and Building Code requirements.

## SECTION TWO: Contributions.

Upon application for the initial building permit, Owner 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 the Subject Property until paid, and Owner acquiesce and agree to the payment of said sum being a lien on the Subject Property subordinate to any acquisition loan or construction development loan of this or any subsequent 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.

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 Owner and all successors in title, and no conveyance of the Subject Property shall relieve Owner 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 Owner or any subsequent owner for the collection of monies.

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

Storm water runoff emanating from the Subject Property shall be retained or detained in the detention pond on the Subject Property. Owner shall be required to submit a landscape plan that will include a Maintenance and Monitoring plan for the detention pond. 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 Owner at its expense. All storm water detention/retention facilities located on the Subject Property shall be perpetually owned and maintained by the Owner.

### SECTION FOUR: Water Supply.

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

### SECTION FIVE: Sanitary Sewers.

Owner shall 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. 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 Owner at its expense. The Owner shall maintain the sanitary sewer mains and appurtenances until final acceptance by the Village.

### SECTION SIX: Sidewalks, Private Roadway Lighting and Landscaping.

All sidewalks and multi-use paths shown on the Preliminary Site Plan (Exhibit A), as said plan may be finally approved and as conditioned, shall be constructed by Owner to the applicable Village standards and shall be maintained until final acceptance by the Village. Owner shall construct all street lights and all necessary electrical wiring required by the Village in order to meet all applicable Village standards. Owner shall maintain the street lighting until final acceptance by the Village. The Owner is responsible for energizing the street lights with the local energy supplier. Owner shall construct and install all landscaping requirements per the final landscape plan, meeting all Village Codes.

### SECTION SEVEN: Easements.

Owner 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.

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 Owner to obtain all easements, both on-site and off-site, necessary to serve the Subject Property. Owner shall execute a Declaration of Access Easement, Maintenance Agreement, granting the Village a non-exclusive perpetual easement on, over, upon, across, and through Ring Road to provide unobstructed vehicle and pedestrian ingress and egress, and an exclusive perpetual access easement on, over, upon, across, and through said Ring Road easement for the purpose of accessing the Village's water tower. (See draft Plat Exhibit and draft Declaration of Access Easement, Maintenance Agreement)

#### SECTION EIGHT: Developmental Codes and Ordinances and General Matters.

The development of the Subject Property shall be in accordance with the existing building, zoning, subdivision, storm water retention and other developmental codes and ordinances of the Village as they exist on the date hereof, or, 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 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 any building prior to the completion and acceptance by the Village of any required public improvements except that an occupancy permit will be issued for the temporary motor vehicle sales and rental facility. The occupancy permit for the temporary motor vehicle sales and rental facility will terminate upon termination of that temporary use. Any required public improvements shall be completed within one (1) year from the date hereof and the Owner shall deliver to the Village an irrevocable letter of credit (the form of security Owner has elected to provide) 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 is to include all costs related to required lighting, landscaping, roadway, 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 increases more than 3% per annum.

## SECTION NINE: Utilities.

All electricity, telephone, cable television and gas lines shall be installed underground, the location of which underground utilities shall be at Owner's option as long as the underground facilities do not conflict with Village-maintained infrastructure.

## 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, with access to and use of public utilities, streets, fire 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 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. John C. Mehalek  
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 the Owner:

1. Joe Rizza  
8100 W. 159<sup>th</sup> Street  
Orland Park, IL 60462
2. David Sosin  
9501 W. 144<sup>th</sup> Place, Suite 205  
Orland Park, IL 60462

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.

The Owner, 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, 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.

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 any party hereto, 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 the 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 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 Owner represents and warrants to the Village as follows:

1. Owner Chicago Title Land Trust Company as Trustee under Trust Number 8002374101 is the legal title holder and the owner of record of the Subject Property as indicated on the first page of this Agreement.
2. Owner proposes to develop the Subject Property in the manner contemplated in this Agreement.
3. Other than Owner, no other entity or person has any interest as of the date hereof in the Subject Property or its development as herein proposed.
4. Owner has 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.
5. With respect to any real estate herein which will become property of the Village, Owner warrants and represents, to the best of its knowledge, that during the period of its ownership or control over said Subject Property it has no knowledge of, nor reason to suspect, that there has been any underground storage (or other) tank or any presence, disposal, release or threatened release of hazardous substances or hazardous wastes on, from or under the property, by or through Owner, or any other party whatsoever. Owner similarly represents and warrants that to the best of its knowledge, there was no underground storage (or other) tank and not any presence, disposal, release or threatened release of hazardous substances or hazardous waste on, from or under the property prior to Owner's ownership or control of the Subject Property.

Owner similarly further represents and warrants that to the best of its knowledge, the Subject Property (including underlying soil and ground water conditions) is not in violation of any state, local, federal, municipal or other law, statute, regulation, code, ordinance, decree or other relating to hygienic or environmental conditions, and during ownership or control of the property by Owner, no party has stored or disposed of any flammable explosives, radioactive materials, hazardous waste, toxic substances or other related materials on, under or about the property. Owner shall and does hereby agree to indemnify, protect, defend, and hold the Village harmless from and against any claims, losses, demands, costs, proceedings, suits, liabilities, damages and causes of action, including consequential damages and attorneys' fees of counsel selected by the Village and other costs of defense incurred, arising against or suffered by the Village of its assigns as a consequence, directly or indirectly, of any misrepresentation by Owner of the foregoing representations and warranties, whether discovered before or after the conveyance of any of the Subject Property to the Village.

## 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 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 it or them by this Agreement 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.

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 the Owner.

SECTION TWENTY-TWO: Authorization to Execute.

The officers of Owner 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. 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 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

OWNER:

CHICAGO TITLE LAND TRUST COMPANY,  
not personally but as Trustee under Trust  
Agreement dated March 27, 2017,  
and known as Trustee Number 8002374101

By: \_\_\_\_\_  
Trust Officer

ATTEST:

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

JOE RIZZA EURO GROUP, INC,  
An Illinois Corporation

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

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 KEITH PEKAU, 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 \_\_\_\_\_, 2017.

My commission expires \_\_\_\_\_

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Notary Public

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

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named named \_\_\_\_\_ and \_\_\_\_\_ of JOE RIZZA EURO GROUP, INC, an Illinois Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as said \_\_\_\_\_ and \_\_\_\_\_ of JOE RIZZA EURO GROUP, INC, 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.

GIVEN under my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
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 the above-named \_\_\_\_\_ and \_\_\_\_\_ of the CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee under Trustee Agreement dated March 24, 2017 and known as Trust Number 8002374101, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_ 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 Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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Notary Public

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

## **EXHIBIT A**

## **EXHIBIT B**

## **EXHIBIT C**