

This document prepared by:

E. Kenneth Friker

On Behalf of the Village of Orland Park

Klein, Thorpe and Jenkins, Ltd.

15010 S. Ravinia Avenue – Suite 10

Orland Park, Illinois 60462

For Recorder's Use Only

DEVELOPMENT AGREEMENT
(ORLAND PARK PRAYER CENTER SOUTH PARKING – 16530-16650 S. 104TH
AVENUE AND 10440 W. 167TH STREET)

INTRODUCTION

1. This Agreement is entered into this _____ day of _____, 2020, by and between the VILLAGE OF ORLAND PARK, an Illinois Municipal Corporation (hereinafter referred to as the "Village"), and ORLAND PARK PRAYER CENTER TRUST, an Illinois not-for-profit corporation (hereinafter referred to as "Developer"), in respect of the Subject Property legally described below.

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

LEGAL DESCRIPTION:

LOT 1 IN ORLAND PARK PRAYER CENTER, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPLE MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED APRIL 28, 2008, AS DOCUMENT 0811916073 IN COOK COUNTY, ILLINOIS.

TOGETHER WITH:

PARCEL 1:

THE SOUTH 358.00 FEET OF THE SOUTH ½ OF THE OF THE EAST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 20.0 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 200 FEET OF THE SOUTH 233 FEET OF THE FOLLOWING DESCRIBED PROPERTY TAKEN AS ONE PARCEL: THE WEST ½ OF THE EAST ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 20, ALSO THE WEST 20' OF THE SOUTH ½ OF THE EAST ¼ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 20, TOWNSHIP 26 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PIN: 27-20-403-011-0000; 27-20-403-013; 27-20-403-015; AND 27-20-403-016

COMMONLY KNOWN AS: The northwest corner of 104th Avenue and 167th Street (16530-16650 S. 104th Avenue and 10440 W. 167th Street) in ORLAND PARK, ILLINOIS.

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

3. The Subject Property is generally located at 16530 – 16650 S. 104th Avenue and 10440 W. 167th Street at the intersection of 104th Avenue and 167th Street (northwest corner) in the Village of Orland Park and consists of approximately 3.4 acres.

4. The Subject Property will be developed by the Developer for a parking lot expansion for the Developer’s adjacent mosque in the E-1 Estate Residential Zoning District after rezoning from the current ORI Mixed pursuant to the Village’s Land Development Code (the “Code”). The Development of the Subject Property consists of constructing a 147 parking space pervious paver parking lot with underground detention, just south of and adjacent to the Developer’s existing parking lot, with extensive landscaping and new sidewalks along 167th Street and 104th Avenue (the “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 Development be developed in the Village, subject to the terms and conditions as hereinafter set forth and be developed in the manner as set forth in this Agreement.

2. The Developer has petitioned the Village for development approval and a special use. Also requested are modifications to the stream and setback requirements and parking lot requirements.

3. The parties hereto have fully complied with all relevant statutes of the State of Illinois and ordinances of the Village including approval of amendment of existing special use ordinances, to enable development as herein provided. The Village has caused the issuance of

proper notice and the conduct of all hearings by all necessary governmental entities to effectuate the plan of development as 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 adoption on of an ordinance rezoning the Subject Property from the ORI Mixed Use Zoning District to the E-1 Estate Residential Zoning District, a Special Use ordinance for the Development in the E-1 Estate Residential Zoning District and the granting of modifications to reduce the stream and wetland setbacks from fifty (50') feet to approximately ten (10') feet and to exceed the number of required parking spaces by more than twenty percent (20%);

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

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

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

SECTION ONE: Special Use Permit Zoning, 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 grant the above-described Development a Special Use for the Development to construct a new 147 parking space parking lot with underground storm water detention with a new landscaping and new sidewalks along 167th Street and 104th Avenue, along with modifications as specified in 4 (b), above, and associated site plan and landscape changes.

B. The Development shall be developed substantially in accordance with the Preliminary Site Plan and Preliminary Plat of Subdivision (consolidation) appended hereto and incorporated herein as EXHIBIT A, in accordance with the plans for Orland Park Prayer Center South Parking as shown on documents listed below and subject to the following conditions:

1. "Site Plan, Proposed Parking Lot Expansion, Orland Park Prayer Center Site Plan", by Damas Consulting Group, page C-2.0, revised February 23, 2020, and received

- November 2, 2018; and
2. "Proposed Parking Lot Expansion, Orland Park Prayer Center Construction Details", by Damas Consulting Group, Sheet C-5.0, revised February 23, 2020;
 3. Photometric Analysis", by KSA KSA Lighting and Controls, Page 3 of 3, dated July 3, 2018, revised April 20, 2020; and
 4. "Final Plat of Subdivision Orland Park Prayer Center Subdivision No. 2", by Compass Surveying Ltd, date August 17, 2018, revised August 4, 2020,

The documents listed above shall be subject to the following conditions:

1. Revise the Photometric Plans to conform to Land Development Code limits including parking lot lighting intensity.
2. Include a construction detail of the ornamental fence screen and brick piers, including materials and colors on the Construction Detail Sheet C- 14.0 by Damas Consulting Group dated February 23, 2020.
3. Provide color and material details for proposed eco-stone pervious paver.
4. Submit Sign Plans for any proposed signs for review and permit.
5. All final engineering and Building Division requirements must be met.

C. The Development shall be subdivided in accordance with the Final Plat of Subdivision (consolidation) for Orland Park Prayer Center South Parking subject to the condition that the Developer submit a Record Plat of Subdivision to the Village for review, approval, and recording.

D. The Development shall be landscaped in accordance with the Preliminary Landscape Plan, in accordance with the plans for Orland Park Prayer Center South Parking as shown on the plan titled "Orland Park Prayer Center Landscape Plan" by David McCallum Associates, page L 1.0, revised February 16, 2019, with the following conditions:

1. A final Landscape Plan must be submitted to the Development Services Department in conjunction with final engineering submittals.
2. Revise the Final Landscape Plan to comply with additional tree mitigation identified in the Hey Associates October 31, 2018 comment letter. At the time of application for the initial construction (building) permit, the Developer shall pay to the Village a fee in lieu of tree mitigation of TWELVE THOUSAND EIGHT HUNDRED DOLLARS (\$12,800.00).
3. Include a construction detail of the ornamental fence screen and brick piers, including materials and colors on the Construction Detail sheet C- 14.0 by Damas Consulting Group dated February 23, 2020.

E. The Subject Property shall be rezoned from the ORI Mixed Use Zoning District to the E-1 Estate Residential Zoning District.

And

A Special Use Permit granted for a place of worship with multiple buildings, including approval of the following modifications from the Village of Orland Park Land Development Code:

1. A wetland and stream setback modification from Code Section 6-412 D.1. and Section 6-413 F.2.f. allowing as little as 10' where 50' is required.
2. A parking modification from Section 6-306 B.3. allowing parking requirements to exceed Code requirements by more than 20%.

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

Storm water runoff emanating from the Development shall be retained or detained in an underground detention system with underdrains that overflow into the adjacent creek to be constructed and installed by the Developer, and approved by the Village. The design criteria, construction and maintenance of the storm sewers shall be in accordance with all standards of the Village in force on the date of issuance of the building permit and also all standards of the Metropolitan Water Reclamation District of Greater Chicago in effect at the time of issuance of the building permit, as applicable, and shall be completed by the Developer at its expense. Developer is responsible for any sanitary sewer impact fees imposed by the Metropolitan Water Reclamation District of Greater Chicago. All storm water detention and retention facilities shall be perpetually owned and maintained by the Developer.

SECTION THREE: Sanitary Sewers.

Developer agrees that no surface water is to be discharged into the sanitary sewerage collection system and Developer will make adequate provision that this will not occur.

SECTION FOUR: Streets, Sidewalks, Driveways, Street Lights, and Landscaping

The Developer shall construct and install all streets, sidewalks, driveways walking paths, parking lots, ramps and street lights as shown in EXHIBIT A and described in Section One B of this Development Agreement, and in accordance with the Village Land Development Code and approved engineering.

Developer shall construct and install all landscaping requirements per the final landscape plan, meeting all Village Codes and conditions set forth in Section One D of this Development Agreement.

SECTION FIVE: Easements.

Developer agrees at the time of approval of this Development Agreement to grant to the Village, and/or obtain grants to the Village of, all reasonably necessary easements for the extension of sewer, water or other utilities, including cable television, or for other utility improvements that may serve the Development.

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 to obtain all easements, both, on-site and off-site, necessary to serve the Phase III Development.

SECTION SIX: Developmental Codes and Ordinances and General Matters.

The development of the Development shall be in accordance with the building, zoning, subdivision, storm water retention and other developmental codes and ordinances of the Village as they exist on the date hereof, or as are in existence during development. Planning and engineering designs and standards 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.

Any required public improvements shall be completed within one (1) year from the date hereof, and the Developer shall deliver to the Village an irrevocable letter of credit (the form of security the Developer 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, parking lot sewer and water lines and storm water management facilities. The Village may, in its discretion, permit the amount of said letter of credit to be reduced, from time to time, as major required public improvements are completed. The Village may also require an increase, from time to time, if the estimated cost of completing the required public improvements increases more than 3% per annum.

SECTION SEVEN: Utilities.

All electricity, telephone, cable television and gas lines shall be installed underground, the location of which underground utilities shall be at the Developer's option but not conflicting with any Village-maintained infrastructure and, if located in a public right-of-way, subject to Village approval.

SECTION EIGHT: Impact Requirements.

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

SECTION NINE: 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, and the developmental standards established herein shall constitute covenants which shall run with the land.

SECTION TEN: Notices.

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, Suite 10
Orland Park, Illinois 60462

For the Developer:

1. Curt Hlad
Property Manager
16101 S. 101th Avenue
Orland Park, IL 60467
2. James Olguin
Buikema Law Group
15 Salt Creek Lane, Suite 103
Hinsdale, Illinois 60521

or such other addresses that any party hereto may designate in writing to the other parties pursuant to the provisions of this Section.

SECTION ELEVEN: Signs.

The location of any sign upon the Subject Property shall be in accordance with an approved Signage Plan and the Code.

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

A. To Effective Date of Agreement.

The Developer, concurrently with the issuance of a 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) costs incurred by the Village for engineering services in accordance with the provisions of the Code; and
- (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, 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, the Developer on notice from Village shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:

- (1) Developer shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment affecting the Village, 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 Developer on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Developer shall reimburse the Village from time to time on written demand from the President of Village and notice of the amount due for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other reasonable expenses of litigation, incurred by the Village in connection therewith.

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

SECTION THIRTEEN: Warranties and Representations.

The Developer represents and warrants to the Village as follows:

1. The Developer is the legal title holder and the owner of record of the Subject Property as indicated on the first page of this Agreement.
2. The Developer proposes to develop the Development in the manner contemplated under this Agreement.
3. Other than Developer and Developer's lender, if any, no other entity or person has any interest in the Subject Property or its development as herein proposed.
4. Developer has provided the legal description of the Subject Property set forth in this Agreement and the attached Exhibits and that said legal descriptions are accurate and correct.

SECTION FOURTEEN: 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,

Developer shall at all times during the term of this Agreement remain liable to Village for their faithful performance of all obligations imposed upon Developer by this Agreement until such obligations have been fully performed or until Village, at its sole option, has otherwise released Developer from any or all of such obligations.

SECTION FIFTEEN: 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 SIXTEEN: 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 SEVENTEEN: Singular and Plural.

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

SECTION EIGHTEEN: 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 NINETEEN: Recording.

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

SECTION TWENTY: Authorization to Execute.

Any officers of Developer executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on its behalf. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. Developer and Village shall, upon request, deliver to 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-ONE: 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-TWO: 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-THREE: 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-FOUR: 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-FIVE: 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-SIX: Definitions.

1. 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.
2. Party. A signatory to this Agreement

SECTION TWENTY-SEVEN: Incorporation of Recitals.

The Introduction and Recitals are hereby incorporated into this Agreement.

SECTION TWENTY-EIGHT: Mutual Assistance.

The Parties hereto shall do all things necessary and appropriate to carry out the terms, obligations, and provisions of this Agreement and the agreements provided for herein to aid and assist each other in carrying out the terms, obligations, and objectives of the Parties, including, without limitation, the holding of public hearings, the approval of site plans, plats, building permits, the enactment of further Village resolutions and ordinances, the recordation of said documents and all other acts that may be appropriate and necessary, to achieve the objectives of the Parties except as otherwise prohibited in this Agreement.

The Parties shall promptly and fully cooperate with each other in seeking from any and all appropriate governmental bodies, approvals and permits for, including but not limited to, the construction of sanitary and storm water sewer lines, water lines, private or public ingress and egress drives, bridges, retaining walls, turn lanes, acceleration and deceleration lanes, traffic signals, and all other necessary or required easements and permits, including, without limitation, promptly executing permit applications for the Illinois Environmental Protection Agency, Illinois Department of Transportation, the Army Corps of Engineers, Cook County, State of Illinois and any agency or department of the United States of America federal government.

SECTION TWENTY-NINE: Miscellaneous.

The Parties hereto agree that this Agreement and/or any Exhibits attached hereto may be amended only by mutual consent of the Parties, by adoption of an ordinance or resolution of the Village approving said amendment, as provided by law, and the execution of said amendment by all of the Parties or their successors in interest.

Except as otherwise expressly provided herein, this Agreement and the attached Exhibits A and B supersede all prior agreements, negotiations and exhibits and is a full integration of the entire agreement between the Parties.

The Parties acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the Village are entering into this Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacities.

This Agreement shall be enforceable by any of the Parties hereto by any appropriate action at law or in equity.

Time is of the essence in the performance of the obligations of the Parties to this Agreement.

The provisions of this Agreement shall supersede all present and future Village ordinances, codes and regulations and any other alleged agreements and contracts that are in conflict herewith as they may apply to the Subject Property.

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

DEVELOPER:

ORLAND PARK PRAYER
CENTER TRUST

Attest: _____
By: _____

STATE OF ILLINOIS)
) SS.
COUNTY COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known to me to be the _____ and _____ of ORLAND PARK PRAYER CENTER TRUST, 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2020.

Notary Public

Commission expires _____