

THIS DOCUMENT PREPARED BY:

E. Kenneth Friker
Klein, Thorpe and Jenkins, Ltd.
15010 S. Ravinia Ave., Suite 10
Orland Park, Illinois 60462

For Recorder's Use Only

ANNEXATION AGREEMENT
(MIDWEST ANIMAL HOSPITAL) –
11211 W. 183RD PLACE

INTRODUCTION.

1. THIS AGREEMENT entered into this ____ day of _____, 2015, by and between the VILLAGE OF ORLAND PARK, Illinois, an Illinois municipal corporation (hereinafter referred to as the "Village") and RLC BUSINESS SERVICES, LLC, an Illinois Limited Liability Company (hereinafter referred to as "Owner").

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

LOT 2 TOGETHER WITH THAT PART OF 183RD PLACE LYING NORTH OF AND ADJOINING SAID LOT 2, IN PRECISION INDUSTRIAL COMPLEX, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT NO. R92-0087719, IN WILL COUNTY, ILLINOIS.

PIN #19-09-06-226-005-0000

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

3. The Subject Property consists of approximately 1.723 acres and is located at 11211 W. 183rd Place in unincorporated Frankfort Township, Will County, Illinois.

4. The Subject Property is proposed to be developed under the ORI - Mixed Use District classification of the Land Development Code of the Village of Orland Park (the "Code"), with an amendment to the Special Use for animal services authorized by Village ordinance nos. 3916 and 4262, with modifications to a) locate the parking lot and dumpster between the building and the

street, b) exceed Code-required parking space minimums by more than 20%; c) reduce detention pond set-backs from a required 25 feet, to approximately 15 feet; d) increase pond slope from 4:1 to 3:1; and e) reduce south landscape buffer from a required 15 feet to 10 foot minimum.

4. 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 ORI — Mixed Use District provisions of the Code, with amendment to the Special Use for animal services authorized by Village ordinance nos. 3916 and 4262 and with modifications as specified in paragraph 4, above.

2. Owner has petitioned the Village for annexation to the Village of the Subject Property and for amendments to the zoning map 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 above-described Subject Property and zoning of the Subject Property 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 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 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 Community Public Library District and notice of the public hearing on this Agreement has been served on the Trustees of said Library District as required by Section 7-1-1 of the Illinois Compiled Statutes (65 ILCS 5/7-1-1). No

roads adjacent to or on the Subject Property are 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 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.

SECTION 1:

Annexation.

The Subject Property is not now within the corporate limits of the Village and is contiguous to the Village. The Subject Property will be disconnected from the Village of Mokena pursuant to Section 7-1-24 of the Illinois Compiled Statutes (65 ILCS 5/7-1-24). Consistent therewith, the Board of Trustees of the Village of Mokena approved the disconnection of the Subject Property from the Village of Mokena on January 26, 2015, effective upon its annexation to the Village of Orland Park. The Owner has filed a petition for annexation to the Village of the Subject Property 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, use and development of the Subject Property as herein provided. A recordable plat of annexation of the Subject Property to be annexed is to be prepared by Owner and 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 2:

Mokena Park District.

The Subject Property is located within the boundaries of the Mokena Park District, and Village and Owner have agreed that the Subject Property shall remain within the Mokena Park District. Therefore, Village and Owner agree as follows:

Village, in accordance with the terms and conditions of that certain "Intergovernmental Cooperative Planning and Boundary Agreement between the Village of Orland Park and the Village of Mokena" dated August 4, 1997, by and between the Village of Orland Park and the Village of Mokena and recorded with the Will County Recorder of Deeds as Document No. 97670458, will not provide any form of assistance or encouragement to Owner, or any subsequent owner or developer of the Subject Property, to disconnect from the Mokena Park District.

Owner is hereby prohibited from disconnecting from the Mokena Park District and Owner hereby acknowledges that it shall not take any action whatsoever to disconnect the Subject Property from the Mokena Park District.

SECTION 3:

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 ORI — Mixed Use District of the Code, with an amendment to the Special Use for animal services authorized by Village ordinance nos. 3916 and 4262 (such amendment to include the Subject Property as well as the adjacent Lot 1 in Precision Industries Complex Subdivision owned by Owner), with modifications (variations) to a) locate the parking lot and dumpster between the building and the street, b) exceed Code-required parking space minimums by more than 20%; c) reduce detention pond set-backs from a required 25 feet, to approximately 15 feet; d) increase pond slope from 4:1 to 3:1; and e) reduce south landscape buffer from a required 15 feet to 10 foot minimum.

B. The Subject Property shall be developed substantially in accordance with the preliminary site plans appended hereto and incorporated herein as EXHIBIT B entitled "ARCHITECTURAL SITE PLAN PHASE 1" and "ARCHITECTURAL SITE PLAN PHASE 2" prepared by LINDEN GROUP, pages EX-1.0 and EX-1.1, Project No. 2014-0050, each dated September 30, 2014 and finally revised on December 12, 2014, as approved by the Village Board of Trustees on January 5, 2015, conditioned upon the following:

1. All 'future addition' areas for the building, foundation plantings, and associated pet exercise areas are shown for conceptual purposes only, and Owner must return to the Village for an amended site plan and elevation approval. At the time of future building

additions, a \$25,000 contribution to the construction costs of a northbound left turn lane at 183rd Place will be required.

2. Owner must submit a Final Landscape Plan, meeting all Village Codes, for separate review and approval within 60 days of final engineering approval.

- a. Phase 1: Provide Code required landscape buffering, incorporating healthy existing plant material, along the entire north face of the Phase 1 reconfigured and expanded parking lot and in the new tree islands.

- b. Phase 1: Provide Code required landscape buffering, incorporating existing health plant material, along the southern and western sides of the Phase 1 relocated detention pond.

- c. Phase 1: Provide naturalized plantings in and around detention pond.

- d. Phase 2: Provide Code required landscape buffering that incorporates existing health plant material along the north and west sides of the Phase 2 expanded parking lot, and in the new tree islands. Add plant material along the southern buffer, if needed, to meet Code requirements.

- e. Replace existing dead plant material on site.

- f. Replace existing planting material damaged during construction.

3. Meet all final engineering and building code related items.

C. The Subject Property shall further be developed in accordance with the dumpster and fence elevations and "Perfect Turf" surface product details as shown on the sheet titled "Site Details" prepared by LINDEN GROUP, dated September 30, 2014 and finally revised on December 12, 2014, page EX - 2.0, Project No. 2014-0050, as approved by the Village Board of Trustees on January 5, 2015, conditioned upon the following:

1. Any future building elevations must be submitted to the Village for approval;
2. Any new mechanical equipment must be screened either at grade level with landscaping or hidden behind the roofline.
3. All masonry must be of anchored veneer type masonry with a 2.625" minimum thickness.

D. The Subject Property, along with the adjacent Lot 1 in Precision Industrial Complex Subdivision, shall be re-subdivided and consolidated, and Owner shall prepare a Plat of Consolidation for recording by the Village.

Owner agrees that permission for the construction of those public improvements which require approval from the Metropolitan Water Reclamation District of Greater Chicago 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 Owner agrees that the Subject Property shall be developed substantially in accordance with said site plan as shown in EXHIBIT B as approved or as may be subsequently amended and approved 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 Metropolitan Water Reclamation District of Greater Chicago, or any other governmental agency. Owner agrees to construct any improvements required by the aforesaid permit at Owner's sole expense.

Any public improvements required to serve the Subject Property, shall be constructed and installed within two (2) years from the date that the Plat of Re-Subdivision/Consolidation of the Subject Property has been approved unless extended by Agreement. If the date of completion falls after September 30, but prior to May 30, the completion date shall be the following May 30.

E. The Owner must be at all times fully responsible for all costs of such care and maintenance of any stormwater detention areas and management facilities serving the Subject Property.

F. Existing septic systems contained on the Subject Property, if any, 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.

SECTION 4:

Water Supply.

Owner shall have the right to construct and install at its expense any necessary on-site water mains 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 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. The water connection charge(s) shall be computed by the Village Building Department based upon the size of the water connection and the number of water meters to be installed and based upon the Village water connection charges presently in effect on the date of this Agreement.

SECTION 5:

Sanitary and Storm Sewers.

Owner shall be required to construct and install at its expense any 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. "As built" plans of the existing sanitary sewer serving the Subject Property must be provided by Owner to 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.

Owners shall pay the annual MWRD Service Charge for the handling and treatment of the sanitary, industrial and other waste originating within the Will County Service Area of the Village. The annual rate is equal to 140% of the current ad valorem tax rate levied by the MWRD multiplied by the latest equalized assessed valuation of the Subject Property. This Service charge will be billed by the Village to the Owners, and successors in title, semi-annually.

Owner shall be required to construct and install at its expense any necessary storm sewers, storm water management facilities and storm water detention/retention basins in accordance with the Code and final engineering plans approved by the Village. Owner agrees to permit connection of the aforementioned storm sewers to the storm sewer system of the Village and to furnish storm sewer service on the same basis as said services are furnished to other parts of the Village. Owner shall pay all required fees due to the Village and the Metropolitan Water Reclamation District of Greater Chicago. Owner agrees that the storm water management facilities and detention/retention basins shall be private. Owner and successors in title shall maintain all storm water management facilities and detention/retention basins on the site.

SECTION 6:

Dedication and Construction of Streets; Street Lights, Miscellaneous.

A. Street.

The Owner shall provide access to the site. Any street improvements shall be constructed in accordance with the Code, and in accordance with final engineering plans approved by the Village. During construction, the asphalt binder must be brought to grade to eliminate standing water. The final wearing surface shall not be installed until a period of twelve (12) months after installation of the base or as requested by the Village. Upon completion of the street, Owner shall be responsible for keeping the streets free from construction debris and for repair of damages to the street caused by Owner's construction traffic.

Also, Owner shall be required to keep all adjoining streets free from mud and debris generated by construction activity on the Subject Property. Such streets must be cleaned at least once a day, 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 construct and install at Owner's expense any street lights required to service the Subject Property in accordance with the Code and as determined by the Village Engineer.

C. Miscellaneous.

The Owner shall install, maintain and locate any underground utilities that will be dedicated or conveyed to the Village including water, sanitary sewer, storm sewer and street light cables.

SECTION 7:

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, any 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.

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 8:

Developmental Codes and Ordinances and General Matters.

Owner must construct in accordance with the existing building and other developmental codes and ordinances of the Village as they exist on the date of issuance of the permit.

Upon subdivision of the Subject Property annexed, the development of same 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 the permit for development of the Subject Property 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 of the required public improvements. 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, 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, or 110% of actual construction contract costs, including all required lighting, streets and street lights, landscaping, sewer and water lines and storm water management facilities. As public improvements are installed or constructed by Owner, a reduction in the amount of the letter of credit will be allowed by the Village in a reasonable and timely manner in accordance with customary Village practice.

SECTION 9:

Utilities.

All future electricity, telephone, cable television and gas lines shall be installed underground, the location of which underground utilities shall be at the Owner's option.

SECTION 10:

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 seven (7) years from the date of execution hereof and any extended time that may be mutually agreed to by amendment, without further public hearing.

The terms and conditions of this Agreement relative to the 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 11:

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
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 Owner:

1. RLC Business Services, LLC
1015 Hickory Ridge Court
Frankfort, Illinois 60423
2. Thomas J. Canna
Canna and Canna, Ltd.
10703 W. 159th Street
Orland Park, Illinois 60467
3. Bob Edwards
RWE Management Company
16W361 S. Frontage Rd. Suite 106
Burr Ridge, Illinois 60527

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

SECTION 12:

Permits and Letter of Credit.

The Owner shall not be entitled to obtain the building permit, nor any sign permits, and shall not be entitled to construction of any other appurtenant facilities unless and until the proper letter of credit or cash deposit has been made to the Village in accordance with the Code. The letter of credit or cash deposit shall specifically include an amount to cover the cost of street trees and bicycle path 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 five years, unless an extension is agreed to by the Village. In addition, the Village, after providing Owner with 30 days advance written notice, or 10 days advance written notice in the event of a bona fide emergency as determined by the Village, shall have the right to draw upon the letter of credit provided for in this agreement to relocate or remove any dirt stock pile which results from the development should they not be placed in an approved location or if the pile is causing a storm water drainage problem, or should it not be permitted to remain beyond the time period specified by the Village; provided, however, that the Village will not draw upon the letter of credit if Owner relocates or removes the stock piles as directed by the Village within the applicable notice period.

SECTION 13:

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 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 and 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.

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 against Owner 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 14:

Warranties and Representations.

The Owner represents and warrants to the Village as follows:

1. That the LLC - Owner is the legal title holder and the owner of record of the Subject Property and that Ruth L. Coyne is the sole Member/Manager of said limited liability company.
2. That the Owner proposes to develop the Subject Property in the manner contemplated under this Agreement.
3. That other than the Owner, no other entity or person has any interest in the Subject Property or its development as herein proposed.
4. That Owner 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.
5. With respect to any real estate herein which will become property of the Village, Owner (and its undersigned officer) 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 (and its undersigned officer) similarly represents and warrants that to the best of its knowledge, there was not underground storage (or other) tank, not any presence, disposal, release or threatened release of hazardous substances or hazardous waste on, from or under the property prior to Owner's acquisition of ownership or control of the property.

Owner (and its undersigned officer) similarly further represents and warrants that to the best of its knowledge, the 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 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. The 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 or 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 15:

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

SECTION 16:

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 17:

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 18:

Singular and Plural.

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

SECTION 19:

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 20:

Recording.

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

SECTION 21:

Authorization to Execute.

The Owner and the officers of the Owner executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on behalf of the Owner and that all representations and warranties made by Owner herein are also made by the officer of the Owner executing this Agreement.

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 entities.

SECTION 22:

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 23:

Counterparts.

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

SECTION 24:

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 25:

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 26:

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 27:

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 28:

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:

Village Clerk

OWNER:

RLC BUSINESS SERVICES, LLC

By: _____
Ruth L. Coyne,
Its Member/Manager

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 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 _____, 2015.

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 RUTH L. COYNE, Member/Manager of RLC BUSINESS SERVICES, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Member/Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this _____ day of _____, 2015.

Notary Public

Commission expires: _____