VILLAGE OF ORLAND PARK APPEARANCE IMPROVEMENT GRANT AGREEMENT

THIS AGREEMENT, entered into this 3°0 day of MARCH , 2014, between the Village of Orland Park, Illinois (hereinafter referred to as "Village") and the following designated Owner/Lessee:

Owner's Name:

Evan Goranson, Pastor, Hope Covenant

Church

Lessee's Name:

Robert Wilson, Co-President

Name of Business:

Old Orland Heritage Foundation man an ogen fyr i sam sam i de alle sam i

Tax ID#/Tax-Exempt #:

36-3395725

Address of Property to be Improved: 49967 W. 144th Street

PIN Number:

27-09-205-012

Legal Description:

WITNESSETH:

WHEREAS, the Village of Orland Park has established an Appearance Improvement Grant for application within the Village of Orland Park and the Old Orland Historic District ("Historic District"); and

WHEREAS, said Appearance Improvement Grant is administered by the Village with the advice of the Historic Preservation Review Commission in cases of Contributing Structures and Buildings (as the same are defined in the Village's Land Development Code) and designated Landmarks for the purposes of helping property Owners and Lessees of Contributing Structures and Buildings within the District to restore, preserve and maintain these unique local resources; and

WHEREAS, pursuant to the Appearance Improvement Grant the Village, subject to its sole discretion, will reimburse Owners/Lessees for the cost of eligible exterior improvements to Commercial Structures Village-wide, to Contributing Structures and Buildings within the Historic District and to designated Landmark structures up to a maximum of one-half (1/2) of the Village approved contract cost of such improvements or \$20,000.00, whichever is less; and

WHEREAS, the Owner/Lessee's property is located within the Village or the Historic District, and the Owner/Lessee desires to participate in the Appearance Improvement Grant program pursuant to the terms and provisions of this Agreement.

SECTION 4

Upon completion of the Appearance Improvement and upon final inspection and approval by the Development Services Director or his/her designee, the Owner/Lessee shall submit to the Village:

- A. A properly executed and notarized contractor sworn statement showing the full cost of the work, as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials or equipment in the work.
 - B. Proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors, subcontractors and material suppliers.
 - C. A copy of all of the invoices for professional services fees incurred for preparation of plans and specifications.

The Village shall, within thirty (30) days of receipt of the contractor's statement, proof of payment and lien waivers, and the professional services statement, issue a check to the Owner/Lessee as reimbursement for one-half (1/2) of the approved construction cost estimate or one-half (1/2) of the actual construction cost, whichever is less, subject to the limitations set forth in Section 1 hereof.

SECTION 5 (1) A common of the second second

If the Owner/Lessee or his contractor fails to complete the improvement work provided for herein in conformity with the time limitation, approved plans, design drawings and specifications and the terms of this Agreement, then upon written notice being given by the Development Services Director to the Owner/Lessee, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the Village shall cease and become null and void.

SECTION 6

Upon completion of the Appearance Improvement work pursuant to this Agreement, the Owner/Lessee shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, unless changes are submitted for review and are approved by the HPRC (in the case of Historic District or landmark properties) and/ or the Village Board. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings and specifications approved pursuant to this Agreement. In the event the approved Appearance Improvements are not properly maintained or alterations are made to the appearance without prior consent from the Village, the Village reserves the right to terminate this Agreement, hold the Owner/Lessees liable for any architectural design and consultant fees incurred by the Village, and require reimbursement in full for all monies expended towards the project through this Appearance Improvement Grant.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

OWNER

VILLAGE OF ORLAND PARK,

an Illingis home rule municipality

Village Mayor

LESSEE (if applicable)

Robert W. Wilson

ATTEST:

Village C

