

**VILLAGE OF ORLAND PARK**  
**APPEARANCE IMPROVEMENT GRANT AGREEMENT**

THIS AGREEMENT, entered into this 18<sup>th</sup> day of August, 2014, between the Village of Orland Park, Illinois (hereinafter referred to as "Village") and the following designated Owner/Lessee:

Owner's Name: Horton Center, Inc.

Lessee's Name: N/A

Name of Business: Horton Center Shopping Center

Tax ID# / Social Security #: 36-4417367

Address of Property to be Improved: 14402 – 14438 John Humphrey Drive

PIN Number: 27-10-100-100; 27-10-100-085

**Legal Description:**

THAT PART OF LOTS 4 AND 5 IN 144TH PLACE COMMERCIAL SUBDIVISION DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 89 DEGREES, 52 MINUTES WEST ALONG THE NORTH LINE THEREOF 182.50 FEET; THENCE SOUTH 0 DEGREES 08 MINUTES EAST 291.08 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 5; THENCE SOUTH 2 DEGREES, 01 MINUTES, WEST 62.49 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 4 THAT IS 153.00 FEET NORTHEASTERLY OF THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTH 40 DEGREES, 54 MINUTES, 19 SECONDS EAST ALONG THE EASTERLY LINE OF LOT 4, 54.21 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG A CURVE EASTERLY AND HAVING A RADIUS OF 628.66 FEET AN ARC DISTANCE OF 350.04 FEET TO THE POINT OF BEGINNING, ALL IN SAID 144TH PLACE COMMERCIAL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**WITNESSETH:**

- 1) Meet all final engineering and building code related items.
- 2) Make signage consistent, orderly, and harmonious through channeled letter signs.
- 3) Obtain signage review and approval through the separate Sign Permit process.
- 4) Address parking lot failure issues and repairs during resurfacing.
- 5) Replace the existing garbage enclosure located behind the office building. The new garbage enclosure should meet the requirements stated in Land Development Code Section 6-302 and Village Code.
- 6) Repair the existing garbage enclosure located at the north east corner of Building B so that no more than twenty-five percent of the wall surface is left open. The privacy slats should be replaced to meet the requirements stated in Land Development Code Section 6-302 and Village Code.
- 7) Straighten and repair bent or crooked fencing posts on the existing garbage enclosures.
- 8) Replace any existing dead or dying plant material with new similar or improved plant materials.

## **SECTION 2**

No improvement work shall be undertaken until its design has been submitted to and approved by the Village. Following approval, the Owner/Lessee shall contract for the work and shall commence and complete all such work within one (1) year from the date of such approval weather permitting. Nothing in this Agreement shall permit any Appearance Improvements to be undertaken except in conformance with applicable Village Codes.

## **SECTION 3**

The Development Services Director shall periodically review the progress of the contractor's work on the Appearance Improvement pursuant to this Agreement. Such inspections shall not replace any Village Code required permit inspections by the Building Inspectors. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the Owner/Lessee and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms 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.

The Owner/Lessee releases the Village from, and covenants and agrees that the Village shall not be liable for, and covenants and agrees to indemnify and hold harmless the Village and its officials, officers, employees and agents from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected directly or indirectly with the Appearance Improvement(s), including but not limited to actions arising from the Prevailing Wage Act (820 ILCS 30/0.01 et seq.) The Owner/Lessee further covenants and agrees to pay for or reimburse the Village and its officials, officers, employees and agents for any and all costs, reasonable attorneys' fees, liabilities or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The Village shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this Section 8, as well as Sections 6 and 7, above, shall survive the completion of said Appearance Improvement(s).

#### SECTION 9

Nothing herein is intended to limit, restrict or prohibit the Owner/Lessee from undertaking any other work in or about the subject premises, which is unrelated to the Appearance Improvement provided for in this Agreement.

#### SECTION 10

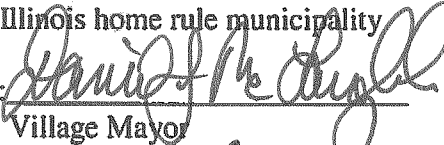
This Agreement shall be enforceable by any action at law or in equity, including actions for specific performance and injunctive relief. The laws of the State of Illinois shall control the construction and enforcement of this Agreement. The parties agree that all actions instituted on this Agreement shall be commenced and heard in the Circuit Court of Cook County, Illinois, and hereby waive venue in any other court of competent jurisdiction. Before any failure of any party to perform any obligation arising from this Agreement shall be deemed to constitute a breach, the party claiming the breach shall notify the defaulting party and demand performance. No breach of this Agreement shall be found to have occurred if performance is commenced and diligently pursued to the satisfaction of the complaining party within thirty (30) days of the receipt of such notice.

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

OWNER

  
\_\_\_\_\_  
LESSEE (if applicable)

VILLAGE OF ORLAND PARK,  
an Illinois home rule municipality

By:   
\_\_\_\_\_  
Village Mayor

ATTEST:   
\_\_\_\_\_  
Village Clerk