Document Prepared By:
Rinda Y. Allison
Klein, Thorpe and Jenkins, Ltd.
20 N. Wacker Dr., Suite 1660
Chicago, IL 60606

0929545141

Doc#: 0929545141 Fee: $68.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 10/22/2009 02:45 PM Pg: 1 of 17

For Recorder's Use Only

DEVELOPMENT AGREEMENT
(SE CORNER 151ST STREET AND LAGRANGE ROAD)

INTRODUCTION.

1. This Agreement entered into this August 3, 2009, by and between the VILLAGE OF ORLAND PARK, an Illinois Municipal Corporation (hereinafter referred to as the "Village"), ORLAND CHI CHIS, LLC, an Illinois limited liability company (hereinafter referred to as "Developer"), and INLAND ORLAND PARK PLACE II, LLC, a Delaware limited liability company (hereinafter referred to as "Inland") (Inland and Developer are hereinafter collectively referred to as "Owners").

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

Parcel 1:

LOT 10 IN ORLAND COURT SUBDIVISION BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHWEST ¼ OF SECTION 15 TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1981 AS DOCUMENT NUMBER 25811986, IN COOK COUNTY, ILLINOIS.

P.I.N.: 27-15-100-021-0000

Parcel 2:

THAT PART OF LOT 1 BEGINNING AT THE NORTHWEST CORNER; THENCE SOUTH 89 DEGREES 58 FEET 25 INCHES EAST 241.95 FEET; THENCE SOUTH OO DEGREES OO FEET 23 INCHES WEST 129.5 FEET; THENCE NORTH 89 DEGREES 58 FEET 25 INCHES WEST 241.92 FEET; THENCE NORTH 00 DEGREES 00 FEET 23 INCHES WEST 129.5 FEET TO POINT OF BEGINNING IN ORLAND COURT SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINICPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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P.I.N.: 27-15-100-054-0000

Parcel 3:

LOT 1 (EXCEPT THAT PART BEGINNING AT THE NORTHWEST CORNER OF LOT; THENCE SOUTH 89 DEGREES 58 FEET 25 INCHES EAST 241.95 FEET; THENCE SOUTH 00 DEGREES OO FEET 23 INCHES WEST 129.5 FEET; THENCE NORTH 89 DEGREES 58 FEET 25 INCHES WEST 241.92 FEET; THENCE NORTH 00 DEGREES OO FEET 23 INCHES WEST 129.5 FEET TO POINT OF BEGINNING) ALS (EXCEPT THE NORTH 135 FEET OF THE SOUTH 180.83 FEET OF THE WEST 195 FEET OF LOT 1) IN ORLAND COURT SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 15 TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN: 27-15-100-055-0000

Parcel 4:

LOT 12 IN ORLAND COURT SUBDIVISION BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHWEST ¼ OF SECTION 15 TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1981 AS DOCUMENT NUMBER 25811986, IN COOK COUNTY, ILLINOIS.

P.I.N.: 27-15-100-023-0000

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

3. The Subject Property is generally located at the southeast corner of 151st Street and LaGrange Road in the Village of Orland Park and consists of three parcels. Parcel 1 is owned by Orland Chi Chi's LLC, and consists of approximately 1.25 acres. Parcel 2 is owned by Inland and consists of approximately 0.72 acres. The building currently on the property is planned for demolition and a new, approximately 23,400 square foot multi-tenant commercial building will be constructed on the site and on Parcel 2. Parcel 2 is the subject of a ground lease between Orland Chi Chi's, LLC and Inland Orland Park Place II, LLC, permitting the new construction. A cross access and parking agreement exists over the remainder of Lot 1 in favor of Parcel 1. Parcel 3 is owned by Inland and is also subject to the ground lease. It is located at the extreme northwest corner of the Subject Property.

4. The development plan for the Subject Property includes a corner plaza landscape feature on Parcel 3. Also included in the plan for the Subject Property is a restaurant with possible outdoor seating, as well as other retail and/or office uses.

5. Because the proposed restaurant is not within 300 feet of a residential area, it will not require a special use permit. Variations from the regulations that (i) no parking be located between the street and the building, (ii) a 10 foot parking setback is required, and (iii) foundation area landscaping is required, will be needed in order to provide for parking between the building and both 151st Street and LaGrange Road, with a 9-foot setback, and the elimination of foundation landscaping.

6. 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 in the Village, subject to the terms and conditions as hereinafter set forth and that the Subject Property be developed in the manner as set forth in this Agreement.

2. Developer has petitioned the Village for development approval and zoning variations to permit the requested development.

3. The parties hereto have fully complied with all relevant statutes of the State of Illinois and ordinances of the Village including the filing of an application by Developer 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 Special Use Permit for a Planned Development and development as herein provided.

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 classification of a portion of the Subject Property pursuant to the terms and conditions of this Agreement and the granting of modifications to setback and parking requirements;

(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 Owner's, 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 an implementation of the comprehensive plan of the Village and will constitute a preservation of environmental values.

6. Owners covenant and agree that they will execute all necessary usual, customary and reasonably acceptable directions and issue all necessary usual, customary and reasonably acceptable instructions and take all other commercially reasonable actions reasonably necessary in Owner's reasonable judgment to direct, cause and require Developer to perform its obligations hereunder.

SECTION 1: Zoning Variations, 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, shall by proper ordinance after execution of this Agreement, grant zoning variations to permit development pursuant to the approved plan.

B. The Subject Property shall be developed substantially in accordance with the site plan and building elevations appended hereto and incorporated herein as EXHIBIT A entitled "Orland Park Place Retail Building," prepared by Greenberg Farrow, project number 20050213, Sheet A.20 dated 9-28-05, latest revision 3-24-06, with minor adjustments as shown on the permit plans dated 5-26-06, and sheet C-3.1 dated 3-23-06, with minor adjustments as shown on permit plans, sheet C3.0, dated 5-26-06. The Developer agrees that the Subject Property shall be developed substantially in accordance with said plans as shown on said site plan (EXHIBIT A) as approved or as may be subsequently amended and approved by the Village, and in accordance with supporting preliminary and final engineering drawings and plans to be submitted to the Village Engineer for review and approval, and subject to the following conditions:

1. That the petitioner plan approval be subject to final engineering approval, and that the Developer return to the Board with any significant changes, if needed, based on site engineering;

2. That, in the event a Landscape Plan has not yet been approved, the Developer return for approval of a Landscape Plan for this development, within sixty (60) days after full execution hereof;

3. That the cross access and parking agreement over Parcel 3 in favor of Parcel 1 be provided to and approved by the Village Attorney;

4. That Building Code related items are met, including that a firewall be constructed where the building spans the lot line between Parcels 1 and 2.

SECTION 2: Storm Water Detention and Storm Sewers.

Storm Water run off emanating from the Subject Property is not expected to create any additional problems for the area, because the amount of impervious surface will not change. Storm water shall be retained as it has in the past and in accordance with a storm water management system for the Subject Property as finally 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 final approval, and also all standards of the Metropolitan Water Reclamation District of Greater Chicago in effect at the time of final approval. Required sewers have been completed and shall be maintained by the Developer at its expense.

SECTION 3: Contributions.

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Upon, and as a condition to, the issuance of a retail building permit, Developer shall pay the Fair Share Road Exaction Fee as established in the Village's Land Development Code, Section 5-112 (K)(6). The Village shall solely determine how said sums so paid shall be allocated and disbursed. For Developer's proposed 23,400 square foot building, the fee shall be $26,910.00.

SECTION 4: Water Supply.

Developer 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 constructed and installed in accordance with the Land Development Code of the Village and final engineering plans approved by the Village. As of the date of this Agreement, the Village has approved the on-site water main plan as submitted and constructed by the Developer.

SECTION 5: Sanitary Sewers.

Developer shall be required to construct, install and maintain at its expense all necessary sanitary sewers to service the Subject Property in accordance with the Land Development Code of the Village and final engineering plans approved by the Village. 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 6: Streets, Sidewalks and Street Lights.

Developer shall construct and install all streets, sidewalks, walking paths, ramps and street lights substantially as shown in EXHIBIT A (and as modified in accordance herewith), and in accordance with the Land Development Code of the Village and final engineering plans approved by the Village.

SECTION 7: Easements.

The Owners agree at the time of approval of this Development Agreement to grant to the Village, and/or obtain grants to the Village of, all necessary easements for the extension of sewer, water, street, or other utilities, including cable television, or for other improvements that may serve not only the Subject Property, but other territories in the general area, provided such service shall not adversely affect such use at the Subject Property.

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 Owners 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.

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 each respective permit for development of the Subject Property is applied for, except that parking locations and setbacks shown on EXHIBIT A and the foundation area landscape elimination shown on EXHIBIT A shall be permitted pursuant to a variation ordinance to be approved.

No occupancy permit shall be issued for any unit in the proposed building prior to the completion and approval for use by the Village of the required public improvements. All required public improvements shall be completed within one (1) year from the date hereof, and the Developer shall deliver to Village an irrevocable letter of credit (the security Developer has elected to provide), in a form satisfactory to, and from a bank or other financial institution approved by, the Village in an amount as provided for in the Land Development Code of the Village, said letter of credit to include all required lighting, sidewalks, corner landscape feature, streets and street lights, landscaping and sewer and water lines and required storm water management facilities. The Village Engineer may, in his discretion, permit the amount of said letter of credit to be reduced, from time to time, as major public improvements are completed.

SECTION 9: 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 with locations in public rights of way also subject to Village Engineering Department approval.

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 agreed to by amendment.

The terms and conditions of this Agreement relative to the 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 either (i) personally, (ii) by United States Certified mail, postage prepaid and return receipt requested, or (iii) via nationally recognized overnight courier service, as follows:

For the Village:

1. Daniel J. McLaughlin
Village President
14700 South Ravinia Avenue
Orland Park, Illinois 60462

2. Mr. David P. Maher
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 17
Orland Park, Illinois 60462

For the Developer:

1. Orland Chi Chis, LLC
233 South Wacker Drive, Suite 350
Chicago, IL 60606
Attn: Tim Blum

2. Jay Levin, Esq.
707 Skokie Blvd., Suite 400
Northbrook, IL 60622

For Inland:

Inland Orland Park Place II, LLC
c/o Inland Real Estate Corporation
2901 Butterfield Road
Oak Brook, Illinois
Attn: General Counsel

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: Signs.

The location of any signs upon the Subject Property shall be in accordance with an approved Signage Plan and the Village's Sign Ordinance, and shall have reasonable setbacks from streets and highways as the interest of safety may require.

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SECTION 13: Reimbursement for Legal and Other Fees and Expenses.

A. To Effective Date of Agreement.

The Developer 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 provided in the paragraph immediately following this paragraph, 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 the Village in the administration of the Agreement shall be evidenced to the Developer 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 the Developer, Inland and/or the Village, 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. Neither Inland or Developer shall make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the specific approval of the Village, which shall not be unreasonably withheld, delayed, or conditioned.

2. If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between Village and either or both entities comprising Owners, 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 the 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 either or both entities comprising Owners 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 any such Owner all reasonable expenses of such legal proceedings incurred by the Village, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred by the Village in connection therewith. Either or both entities comprising Owners may, in their sole discretion, appeal any such judgment rendered in favor of the Village.

In the event either or both of the entities comprising Owners institutes legal proceedings against the Village 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 Village all reasonable expenses of such legal proceedings incurred by such Owner, including but not limited to court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred by such Owner in connection therewith. Village may, in its sole discretion, appeal any such judgment rendered in favor of an Owner against Village.

SECTION 14: Warranties and Representations.

The Owners represent and warrant to the Village as follows:

1. That ownership of the Subject Property is as set out on the first page of this Agreement. Each party so named is the legal title holder and owner of record of their respective parcel of the Subject Property as indicated on the first page of this Agreement.

2. That to the best of their 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 document relating to hygienic or environmental conditions, and during ownership of the property by Owners, 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. In the event that any portion of the Subject Property shall be deeded to the Village, the Owner currently in title of said portion of the Subject Property shall and does hereby 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

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such Owner of the foregoing representations and warranties, whether discovered before or after the conveyance of the Subject Property to the Village.

Developer represents and warrants as follows:

1. That the Developer proposes to develop the Subject Property in the manner contemplated under this Agreement. The Village acknowledges that, as of the date of this Agreement, the development has been so completed.

2. That other than the Owners indicated, no other entity or person has any ownership interest in the Subject Property or its development as herein proposed, except for the leasehold interest of any tenant as may be set forth in any lease for the Subject Property.

3. That Developer has provided the legal descriptions of the Subject Property set forth in this Agreement and the attached Exhibits and that said legal descriptions are, to the best of Developer's knowledge, accurate and correct.

The Village acknowledges that the representations and warranties contained in this section are made to the best of Owner's actual knowledge without any independent investigation.

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

SECTION 21: Authorization to Execute.

The Owners and their officers or managers executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on behalf of their respective entities. 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 Village and the Owners shall, upon request, deliver to each other 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, 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 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

OWNERS:

ORLAND CHI CHIS, LLC, an Illinois limited liability company

By: _____
Its: _____

ATTEST:

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Inland Orland Park Place II, L.L.C.,
a Delaware limited liability company

By: IN Retail Fund, L.L.C.,
a Delaware limited liability company, its manager

By: IN Retail Manager, L.L.C.,
a Delaware limited liability company, its manager

By: Inland Real Estate Corporation,
a Maryland corporation, its manager

By: _____

Its: Mark Zalatoris
President
Chief Executive Officer

ATTEST:
By: _____

Its: ~~Beth Sprecher Brooks~~
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 DANIEL J. MCLAUGHLIN personally known to me to be the President of the Village of Orland Park, and DAVID P. MAHER, 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 3rd day of August, 2009.

Commission expires 2/27, 2010.

Notary Public

"OFFICIAL SEAL"
Danielle M. Madon
Notary Public, State of Illinois
My Commission Expires 2/27/2010

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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 Timothy Blum, who is MANAGER of ORLAND CHI CHIS, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____ appeared before me this day in person and acknowledged that and that this instrument is the free and voluntary act of ORLAND CHI CHI'S, LLC, and he/she signed and delivered the said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 11th day of June, 2009.

Commission expires: 8/29, 2011.

Alina D. Zaj
Notary Public

OFFICIAL SEAL
ALINA D ZAJ
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/29/11

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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 _____, who is _____ of INLAND REAL ESTATE CORPORATION, the sole Member of INLAND ORLAND PARK PLACE II, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____ appeared before me this day in person and acknowledged that and that this instrument is the free and voluntary act of INLAND ORLAND PARK PLACE II, LLC, and he/she signed and delivered the said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 19 day of June, 2009.

Commission expires: June 3, 2012.

_____
Notary Public

"OFFICIAL SEAL"
SHERRY L. DIETZ
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 06/03/2012

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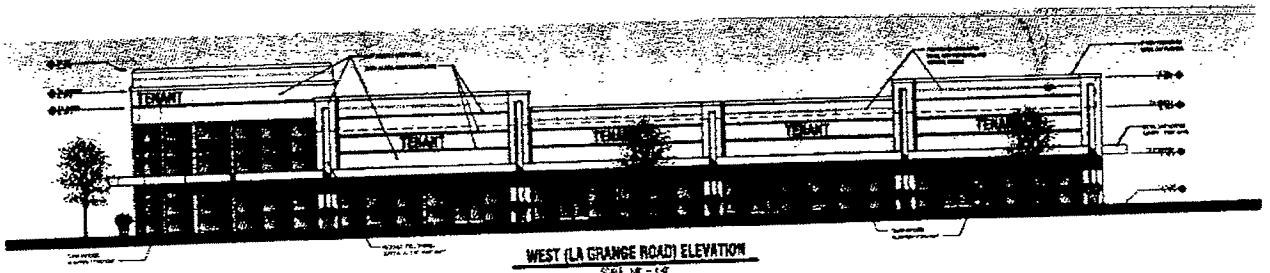
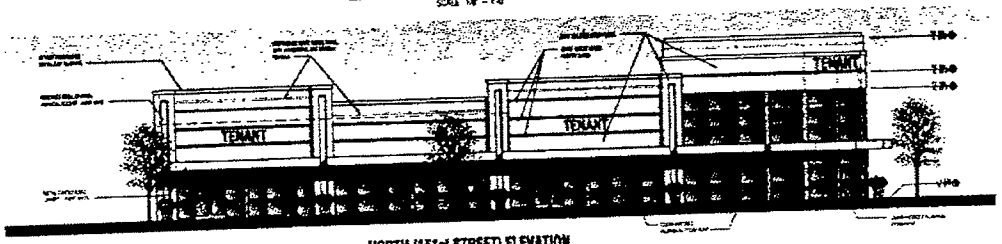
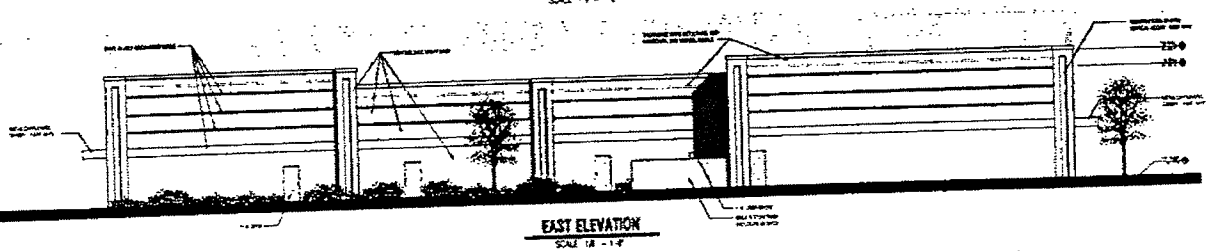


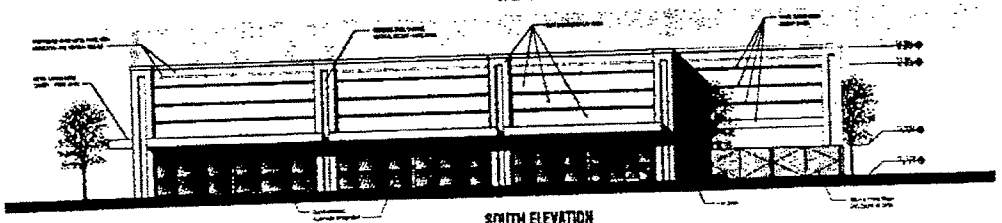
WEST (LA GRANGE ROAD) ELEVATION



NORTH (151st STREET) ELEVATION



EAST ELEVATION



SOUTH ELEVATION

BOARD APPROVED
CASE NO. 2006-0012.3
DATE 4-30-06
W/CONDITIONS ✓
W/O CONDITIONS

Greenberg Farrow

HSA COMMERCIAL REAL ESTATE

ORLAND PARK PLACE RETAIL BUILDING
ORLAND PARK, IL

PROPOSED ELEVATIONS
A2.0

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Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 10/22/2009 02:45 PM Pg: 1 of 17

72 ov

17 PGS

EXHIBIT FORWARD TO PLAT COUNTER FOR SCANNING