

This document prepared by:
E. Kenneth Friker
Klein, Thorpe and Jenkins, Ltd.
15010 S. Ravinia Ave., Suite 17
Orland Park, IL 60462-3162



Doc#: 0813445153 Fee: \$72.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 05/13/2008 03:26 PM Pg: 1 of 19

For Recorder's Use Only

**ANNEXATION AGREEMENT
FRANGELLA ITALIAN MARKET
(11600 W. 179th STREET)**

INTRODUCTION.

1. This Agreement entered into this 8th day of November, 2008, by and between the VILLAGE OF ORLAND PARK, an Illinois Municipal Corporation (hereinafter referred to as the "Village") and FRANK FRANGELLA and GINA FRANGELLA (hereinafter collectively referred to as "Owner").

2. The Property subject to this Agreement and legal title to which is vested in the Owner is legally described as follows:

THE SOUTH QUARTER (EXCEPT THE EAST 296.00 THEREOF) OF EAST 653.00 FEET OF THE SOUTH HALF (EXCEPT RAILROAD RIGHT-OF-WAY) OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 50 FEET THEREOF USED FOR 179TH STREET), IN COOK COUNTY, ILLINOIS.

P.I.N. No. 27-31-202-021-0000

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

3. The Subject Property consists of approximately 2.32 gross acres and is located at 11600 W. 179th Street in unincorporated Orland Township, Cook County, Illinois.

4. The Subject Property is proposed to be developed by the Owner for an 11,712 square foot retail center in three (3) buildings, with on-site surface parking, and on-site detention pond under the BIZ General Business District classification of the Land Development Code of the Village of Orland Park (the "Code") with a Special Use for a Planned Development to allow multiple buildings on one site, a reduction in the detention area setback from 25 feet to 4.6 feet, a reduction in the required wetland/flood plain setback from 50 feet to 30 feet and a reduction in the east landscape bufferyard from 15 feet to 0 feet.

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 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 BIZ General Business District with a Special Use for Planned Development and modifications as above set forth pursuant to provisions of the Code.

2. Owner has petitioned the Village for annexation to the Village of the Subject Property and for amendments to the Land Development Code 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 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 and special use 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 entire 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 not within a library district nor are any roads adjacent to or on the Subject Property 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.

7. Owner covenants and agrees that it/they will execute all necessary directions and issue all necessary instructions and take all other action necessary to perform their obligations hereunder.

SECTION ONE: Annexation.

The Owner has filed a petition for annexation to the Village of the Subject Property legally described above 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 entire Subject Property as herein provided. A plat of annexation of the Subject Property to be annexed is 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 TWO: 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 BIZ General Business District of the Code, with a Special Use for a Planned Development, with modifications as more fully set forth in paragraph 4 of page 2 hereof and in the ordinance rezoning said property.

B. The Subject Property shall be developed by Owner substantially in accordance with the site plan appended hereto and incorporated herein as EXHIBIT B entitled "SITE PLAN – FRANGELLA ITALIAN MARKET" prepared by JAMES + KUTYLA ARCHITECTURE, reference number A0.1 dated April 17, 2006, and Building Elevations entitled "ELEVATIONS – FRANGELLA ITALIAN MARKET" prepared by JAMES + KUTYLA ARCHITECTURE dated April 17, 2006, Sheet No. A-2.1, subject to and expressly conditioned upon the following:

1. The sign near the southwest corner of the site is moved outside the detention area;
2. The Owner submits a tree preservation and mitigation plan for this development;
3. The Owner submits a landscape plan per Village Code, within 60 days of final engineering approval for separate review and Village Board approval;
4. All final engineering related items, including a lighting plan and construction erosion control plan that minimizes impacts on residential uses nearby, are met; and
5. All Village Building Code requirements are met.

Owner agrees that the entire Subject Property shall be developed substantially in accordance with said plan as approved or as may be subsequently amended by Owner and approved 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 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.

All public improvements required to serve the Subject Property, except the street surface and sidewalks, shall be constructed and installed prior to occupancy or no later than two (2) years from the date that the Plat of Subdivision of the Subject Property has been approved, whichever first occurs, 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.

C. A Declaration of Covenants and Restrictions must be recorded after approval thereof by the Village attorney, providing for the ownership, care and maintenance of all common areas including any ponds, detention/retention areas and storm management facilities.

D. Existing septic systems contained on the Subject Property shall be removed and any wells on the same shall be capped in accordance with the requirements of the Illinois Environmental Protection Agency, the Cook County Department of Public Health and/or the Illinois Department of Transportation. A copy of the well sealing affidavit must be filed with the Village Public Works Department.

E. Owner shall install or cause to be installed for the residential unit and at its own expense Roundway and Buffalo Box combinations. The Owner agrees to pay for the actual cost and inspection fee for the installation of a water meter of the type required by the Village, and appurtenances. All of the facilities herein described shall be located as determined by the Village.

F. The Village shall have the right to require such soil boring tests as it determines for each building pad on the Subject Property.

SECTION THREE: Contributions.

Upon the issuance of the first building permit, Owner shall pay the FAIR SHARE ROAD EXACTION FEE of \$1.15 per square foot for the three (3) retail buildings (for a total of \$13,468.80) as required by the Code, which is payable to the Village.

Said sum of money shall be a lien on the Subject Property until paid, and Owner acquiesces and agrees to the payment of said sum being a lien on the Subject Property subordinate to any acquisition loan or construction development loan of this or any subsequent developer of the Subject Property from the date hereof. In the event of a default in the payment of said sums, or any part thereof, the Village shall have the right to foreclose the lien aforesaid in the same manner as provided for with respect to a mortgage foreclosure.

Village shall solely determine how said sum so paid shall be allocated and disbursed.

Sums of money required to be paid hereunder shall be obligations of the Owner and all successors in title, and no conveyance of the Subject Property shall relieve Owner or any of them or any subsequent Owner, of said obligation. In the event of a default in payment, in addition to the remedy of foreclosure of the lien aforementioned, Village shall have all other rights and remedies against Owner or any subsequent owner for the collection of monies.

SECTION FOUR: Water Supply.

Owner shall have the right to construct and install at its expense all necessary on-site water mains to service the Subject Property. All water mains shall be constructed and installed 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.

SECTION FIVE: Sanitary and Storm Sewers.

Owner shall be required to construct and install at its expense all necessary sanitary sewers (having diameters as approved by the Village Engineer) 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. 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. The detention pond is to be perpetually owned and maintained by Owner and its successors in title. Appropriate covenants shall be prepared, submitted to the Village attorney for approval, and recorded to provide for such private ownership and maintenance of the detention pond.

All public improvements, which shall be completed within 2 years after approval of the Plat of Subdivision, shall be inspected by the Village upon completion and if they are found to be in compliance with the requirements of the Code and in accordance with the final engineering plans they shall thereupon, without unreasonable delay, be accepted by the Village.

SECTION SIX: Dedication and Construction of Streets; Street Lights; Sidewalks; Miscellaneous.

A. Streets.

The Owner shall provide access to the site. All deliveries of construction supplies or materials shall be restricted to certain streets or temporary haul roads designated by the Village.

Also, Owner shall be required to keep all public streets adjoining the Subject Property free from mud and debris generated by construction activity on the Subject Property. Such streets must be cleaned at least once a week, 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 install street lights in accordance with the Code and final engineering plans approved by the Village.

C. Sidewalks.

Owner shall be required to construct sidewalks all in accordance with the terms of this Agreement, the Code and final engineering plans approved by the Village.

D. Miscellaneous.

The cost of all sidewalks and street trees to be installed on public rights of way shall be included in the required letters of credit for the development of the Subject Property, with the amounts to be computed on the same basis as the amounts to be included in the letter of credit for all other public improvements for the Subject Property. The Owner's obligation to install the street trees may not be assigned or transferred by the Owner to a subsequent title-holder, and the street tree(s) shall be planted not later than the planting season next following the issuance of the Village occupancy permit.

SECTION SEVEN: 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, all 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 EIGHT: Developmental Codes and Ordinances and General Matters.

The development of the Subject Property annexed, and of each lot respectively encompassed by this Agreement 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 each lot 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.

No occupancy permit shall be issued for any building prior to the completion and approval by the Village of the required public improvements. 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, including all required lighting, streets and street lights, sidewalks, landscaping, street trees, sewer and water lines and 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.

All public improvements shall be constructed and installed within two (2) years from the date of approval of the Plat of Subdivision; however, if the completion date falls after September 30th, the date shall be the following May 30th. Notwithstanding any other provision of this Agreement, no construction of public improvements shall commence until the plans and specifications for the public improvements have been approved, this Agreement has been executed, the minimum security has been provided, the requirements of Ordinance No. 2084. No earthwork shall be done in any area tentatively identified as wetlands until an appropriate permit or permission has been obtained and such permit or permission is shown to the Village. The Plat(s) of Subdivision shall contain such restrictive covenants, drainage covenants and easement provisions as are or were required by the President of the Board of Trustees as a condition to approval of the Plat(s) of Subdivision.

Owner, at its own cost, agrees to provide the Village "as built" engineering plans and specifications upon substantial completion of the public improvements or at the request of the Village Engineer but in no event later than the time required by Ordinance No. 2084.

It is agreed that all of the public improvements contemplated herein shall upon acceptance thereof by the Village, become the property of Village and be integrated with the municipal facilities now in existence or hereafter constructed and Village thereafter agrees to maintain said public improvements. Acceptance of said public improvements shall be by resolution of the President and Board of Trustees only after the Village Engineer or Village Engineer Consultant has issued his Certificate of Inspection affirming that the improvements have been constructed in accordance with approved Engineering Plans and Specifications. Owner agrees to convey by appropriate instrument and Village agrees to promptly accept, subject to terms hereof, the public improvements constructed in accordance with the Approved Engineering Plans and Specifications.

SECTION NINE: Utilities.

All 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 TEN: Impact Requirements.

Owner agrees that any and all contributions, dedications, donations and easements provided for in this Agreement substantially advance legitimate governmental interests of the Village, including, but not limited to, providing its residents, and in particular the future residents of the Subject Property, with access to and use of public utilities, streets, libraries, schools, parks and recreational facilities, police protection, and emergency services. Owner further agrees that the contributions, dedications, donations and easements required by this Agreement are uniquely attributable to, reasonably related to and made necessary by the development of the Subject Property.

SECTION ELEVEN: 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 payment of monies to the various Village recapture funds, 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 TWELVE: 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. 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 Owner:

1. Frank Frangella and Gina Frangella
9230 W. 137th Street
Orland Park, IL 60462
2. David B. Sosin
Sosin, Lawler and Arnold
11800 S. 75th Avenue, Suite 300
Palos Heights, IL 60463

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

SECTION THIRTEEN: Permits and Letter of Credit.

The Owner shall not be entitled to obtain any building permits, nor any sign permits, and shall not be entitled to construct any, signs, sales and/or rental offices or 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 sidewalks 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 two (2) years, unless an extension is agreed to by the Village. In addition, the Village, after providing Owner with 10 days advance written notice, 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 10 day notice period.

SECTION FOURTEEN: 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, 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 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. The obligation of Owner to reimburse Village under the terms of this subparagraph 2 shall terminate if no such legal proceedings are brought within one (1) year from the date of the annexation of the Subject Property and, further, such obligation of reimbursement shall not apply if such legal proceedings are based upon alleged errors, omissions or unlawful conduct of Village and not the Owner.

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 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 FIFTEEN: Warranties and Representations.

The Owner represents and warrants to the Village that they are the legal title holders and the owners of record of the Subject Property.

All Owners identified on the first page hereof represent and warrant to the Village that:

1. The Owner proposes to develop the Subject Property in the manner contemplated under this Agreement.
2. Other than the Owner, no other entity or person has any ownership interest in the Subject Property, or its development as herein proposed.
3. Owner has 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.

SECTION SIXTEEN: Continuity of Obligations.

Notwithstanding any provision of this Agreement to the contrary, including but not limited to the sale and/or conveyance of all or any part of the Subject Property by Owner 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 Owner from any or all of such obligations.

SECTION SEVENTEEN: 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 EIGHTEEN: 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 NINETEEN: Singular and Plural.

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

SECTION TWENTY: 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 TWENTY-ONE: Recording.

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

SECTION TWENTY-TWO: Authorization to Execute.

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 parties.

SECTION TWENTY-THREE: 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-FOUR: 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-FIVE: 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 TWENTY-SIX: 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-SEVEN: 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.

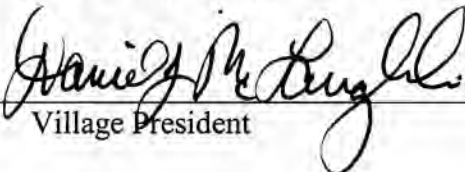
SECTION TWENTY-EIGHT: Definition of Village.

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 TWENTY-NINE: 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

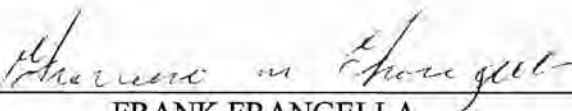
By: 
Village President

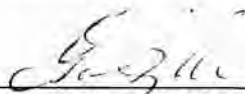
ATTEST:

By: 
Village Clerk



OWNER:


FRANK FRANGELLA


GINA FRANGELLA

ACKNOWLEDGMENTS

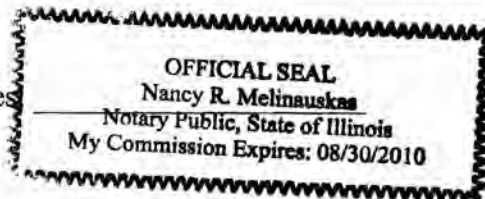
STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

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 6th day of November, 2008.

Nancy R. Melinauskas
Notary Public

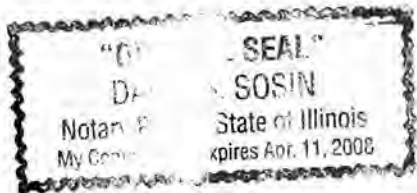
Commission expires



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 FRANK FRANGELLA and GINA FRANGELLA,
his wife, 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 acknowledged that they signed
and delivered the said instrument as their own free and voluntary act for the uses and purposes
therein set forth.

GIVEN under my hand and official seal, this 23rd day of October, 2007.



[Signature]
Notary Public

Commission expires _____

Exhibit A

Area Survey Company, P.C.
15915 S. Crystal Creek Drive, Suite H
Homer Glen, Illinois 60491

EXHIBIT FOR ANNEXATION TO THE VILLAGE OF ORLAND PARK, ILLINOIS

Doc#: 0723215125 Fee: \$134.00
Engine "Gena" Moore
Cook County Recorder of Deeds
Date: 06/20/2007 02:49 PM Pg. 1 of 24

Phone: (708) 349-7364
Fax: (708) 349-7372
E-mail: areasurvey@gmail.com

- P.L.N. 27-31-202-011 (PARCEL A)
P.L.N. 27-31-202-010 (PARCEL B)
A PORTION OF P.L.N. 27-31-202-022 (PARCEL C)
P.L.N. 27-31-202-021 (PARCEL D)
A PORTION OF P.L.N. 27-31-202-019 (PARCEL E)
A PORTION OF P.L.N. 27-31-202-008 (PARCEL F)

OF: TRACT 3

Area of Tract 3: Approx. 744,876 Square Feet or 17.100 Acres (More or Less)

PARCEL A:

THE NORTH ONE THIRD OF THE SOUTH THREE QUARTERS OF THE EAST 653 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND, ALL TAKEN AS A TRACT: THE SOUTH HALF (EXCEPT THE RAILROAD RIGHT OF WAY) OF THE FOLLOWING DESCRIBED TRACT: THE NORTHEAST QUARTER AND THE EAST 50.97 ACRES OF THE NORTHWEST QUARTER OF SECTION 31 (EXCEPT THE WEST 100 ACRES THEREOF) IN TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL B:

THE NORTH HALF OF THE SOUTH HALF OF THE EAST 653 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND, ALL TAKEN AS A TRACT: THE SOUTH HALF (EXCEPT RAILROAD RIGHT OF WAY) OF THE FOLLOWING DESCRIBED TRACT: THE NORTHEAST QUARTER AND THE EAST 50.97 ACRES OF THE NORTHWEST QUARTER OF SECTION 31 (EXCEPT THE WEST 100 ACRES THEREOF), IN TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL C:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF 66 FOOT 179TH STREET AND THE WESTERLY RIGHT OF WAY LINE OF 110 FOOT WOLF ROAD; THENCE WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE 246 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH SAID WESTERLY RIGHT OF WAY LINE TO ITS INTERSECTION WITH A LINE 17 FEET NORTH OF AND PARALLEL WITH SAID NORTHERLY RIGHT OF WAY LINE; THENCE EAST ALONG SAID PARALLEL LINE 226 FEET; THENCE NORTHEASTERLY TO A POINT ON SAID WESTERLY RIGHT OF WAY LINE THAT IS 37 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH ALONG SAID WESTERLY RIGHT OF WAY LINE 37 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL D:

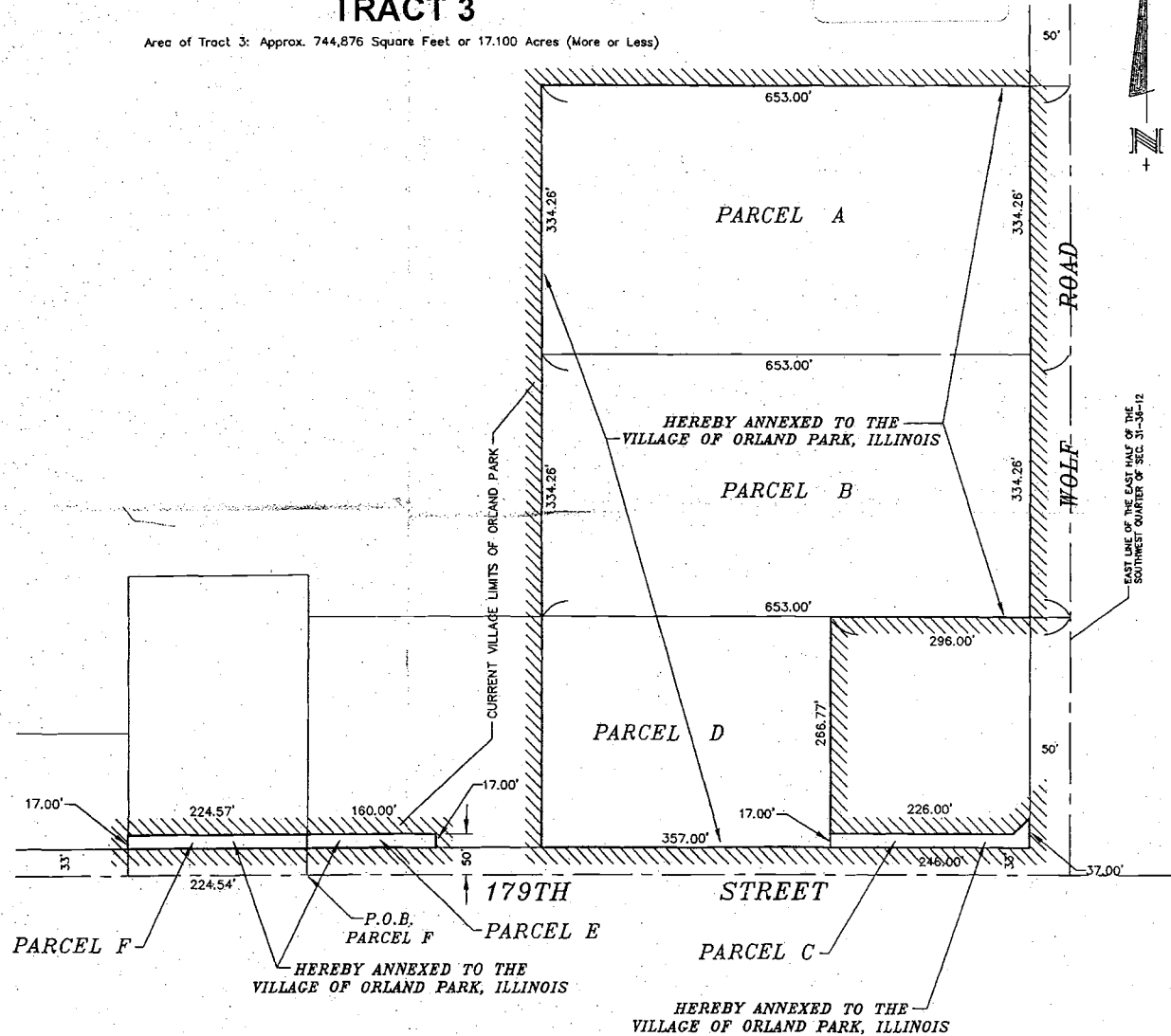
THE SOUTH QUARTER (EXCEPT THE EAST 296 FEET THEREOF) OF THE EAST 653 FEET OF THE SOUTH HALF (EXCEPT RAILROAD RIGHT OF WAY) OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 50 FEET THEREOF USED FOR 179TH STREET), IN COOK COUNTY, ILLINOIS.

PARCEL E:

THE NORTH 17 FEET OF THE SOUTH 50 FEET OF THE WEST 160 FEET OF THE EAST 943 FEET OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL F:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER THAT IS 943 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE WEST ALONG SAID SOUTH LINE 224.54 FEET; THENCE NORTH ALONG A LINE THAT IS 173.85 FEET EAST OF AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF 75 FOOT CAMERON PARKWAY TO ITS INTERSECTION WITH A LINE THAT IS 50 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE; THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE 224.57 FEET; THENCE SOUTH TO THE PLACE OF BEGINNING (EXCEPT THEREFROM THAT PART FALLING IN 179TH STREET), IN COOK COUNTY, ILLINOIS.



0723215125
30F5

Property Address:

Northwest Corner of 179th Street & Wolf Road
Orland Park, Illinois

Not To Any Scale Order Number: 6292 Tract-3

Ordered By: Village of Orland Park

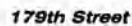
NOTE:

BY OPERATION OF LAW, THE NEW VILLAGE BOUNDARY EXTENDS TO THE FAR SIDE OF THE HIGHWAY WHICH IS ADJACENT TO THE PROPERTY BEING ANNEXED. 65 ILCS 5/7-1-1

PREPARED BY AREA SURVEY COMPANY, P.C.
DATED JUNE 22ND, 2007

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6-22-2007-2007 * CDS

Illinois Professional Design Firm No. 164-002818



APPLICABLE CODES USED:
2000 INTERNATIONAL BUILDING CODE
1997 ILLINOIS ACCESSIBILITY CODE

PART 1 - ZONING REQUIREMENTS	
Issue	REMARKS
GROUP OR CLASSIFICATION	Merchandise
CONSTRUCTION TYPE	TYPE-2B
LOCATION OF PROPERTY	11300 179TH STREET, ORLAND PARK, IL
SEISMIC ZONE	Zone 0
SQUARE FOOTAGE	12,500 SQFT ALLOWABLE, 11,712 SQFT ACTUAL
BUILDING HEIGHT	50' ALLOWABLE, 29'-3" ACTUAL
BUILDING # OF STORIES	4 STORIES ALLOWABLE, 1 STORY ACTUAL
GROSS AREA OF SITE	101,748 SQFT (2.32 acres)
AREA OF LANDSCAPING	48,330 SQFT
AREA OF IMPERVIOUS SURFACE	52,902 SQFT
LOT COVERAGE	75% ALLOWABLE, 53% ACTUAL
FLOOR AREA RATIO	1.0 ALLOWABLE, 0.11 ACTUAL
PARKING-LOADING REQ.	89 SPACES REQUIRED, 58 SPACES PROVIDED 3 ACCESSIBLE SPACES REQUIRED, 3 ACCESSIBLE SPACES PROVIDED 2 LOADING BERTHS REQUIRED, 2 LOADING BERTHS PROVIDED
BYCYCLE RACK PARKING	7 SPACES REQUIRED, 12 SPACES PROVIDED

SYM	DEFINITION
	PERVIOUS MATERIAL (I.e. GRASS, CONCRETE PAVING, or GRAVEL)
	PAINT STRIPING
	PATIO, SIZE AND LOCATION TO BE DETERMINED BY TENANT PRIOR TO COMPLETION
	PEDESTRIAN PATHWAY, LOCATION TO BE DETERMINED BY CLIENT PRIOR TO COMPLETION
	30'-0" SETBACK FROM CENTERLINE OF CREEK
	EXISTING TREE TO REMAIN
	TRASH DUMPSTER
	40' LIGHT POLE, 400w. PER VILLAGE SPECIFICATIONS
	SITE LIGHTING.

W/O CONDITIONS

JAMES + KUTYLA
Architecture

Frangella
DELI IMPORTS

Frangella Italian Market

11300 179th Street, Oakland Park, FL

DRAWN BY	WJ
CHECKED BY	LJE
ISSUED FOR	
FINAL REVIEW	4/17/06

Site Plan

A0.1

EXHIBIT B



Final Site Plan
1" = 20'-0"

JAMES + KUTYLA
Architecture

11300 179th Street, Orland Park, IL

Elevations

EXHIBIT B