

Prepared by:

Revisions by EKFriker

09/27/2021

E. Kenneth Friker
On behalf of the Village of Orland Park
Klein, Thorpe & Jenkins, Ltd.
15010 S. Ravinia- Suite 10
Orland Park, IL 60462

For Recorder's Use Only

**DEVELOPMENT AGREEMENT –
WRIGLEY HOSPITALITY DEVELOPMENT
16160-16168 S. LAGRANGE ROAD**

INTRODUCTION:

1. This Agreement entered into this ___ day of _____ 2021, by and among the VILLAGE OF ORLAND PARK, an Illinois Municipal Corporation (hereinafter referred to as the "Village"), WRIGLEY HOSPITALITY, INC., an Illinois corporation (hereinafter referred to as "Owner") and its successors or assigns.
2. The Property subject to this Agreement, legal title to which is vested in Owner regard to their respective parcels (excepting such portion as is dedicated to the public), is legally described as follows:

LEGAL DESCRIPTION:

PARCEL 1:

LOTS 4, 5 AND 6 IN MAIN STREET VILLAGE - WEST, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 114 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD· PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 27, 2006 AS DOCUMENT 0636109060, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS, PARKING AND UTILITIES, AS CONTAINED IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF MAIN STREET VILLAGE WEST DATED JUNE 20, 2006 AND RECORDED JULY 7, 2006 AS DOCUMENT 0618826081, IN COOK COUNTY, ILLINOIS.

PINS: 27-21-202-016-0000, 27-21-202-015-0000, 27-21-202-014-0000

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

3. The Subject Property is generally located at 16160-16168 S. LaGrange Road, in the Village of Orland Park and consists of approximately 3.88 acres.
4. Owner will construct one (1) five (5) story hotel building having a total of 85,200 square feet with 158 rooms and 199 parking spaces within the "Main Street Village West" shopping center development. The site is currently zoned COR Mixed Use, but will require a Special Use with modifications as hereinafter detailed, to allow for a hotel having more than 50,000 square 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. As a hotel is a permitted use in the COR Mixed Use Zoning District, the Owner petitioned the Village, for approval of a Special Use under Section 6-210 C.23 of the Land Development Code (the "Code") and approval of a Site Plan, Landscape Plan, Elevations and a preliminary Plat of Subdivision and Consolidation.
2. The parties hereto have fully complied with all relevant statutes of the State of Illinois and ordinances of the Village including the filing of a petition by Developer requesting approval 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 the plan of development as herein set forth.
3. 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 adoption of a Special Use, for a five (5) story hotel having a total of 85,200 square feet development as described in paragraph 4 of the INTRODUCTION above, in the COR Mixed Use Zoning District with modifications as hereinafter described.
 - 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.
4. 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.

5. Owner covenants and agrees that it will execute all necessary directions and issue all necessary instructions and take all other action necessary to perform its respective obligations hereunder with respect to the Subject Property.

SECTION ONE: Special Use Permit for a Planned Development Site Plan Approval, Landscape Plan Approval, Elevations and Plat of Subdivision/Consolidation Approvals.

- 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, will by proper ordinance grant the above- described Subject Property a Special Use for a hotel exceeding 50,000 square feet with variances and modifications in the COR Mixed Use Zoning District as referred to in the above RECITALS.
- B. The Subject Property shall be developed substantially in accordance with the “Preliminary Site Plan” appended hereto and incorporated herein as EXHIBIT B prepared by Advantage Consulting Engineers, dated May 2, 2018, last revised April 4, 2019, Sheet SP1 subject to the following conditions:
 - a) Owner must meet all current Building Code requirements and final engineering requirements including obtaining all required permits from outside agencies; and
 - b) Owner must update all project plans, data tables and related documents to adjust the proposed number of hotel rooms from one hundred fifty three (153) to one hundred fifty eight (158); and
 - c) Owner must take steps to insure all suppliers and third party contractors that deliver supplies to the hotel will enter and exit the Subject Property exclusively from and to LaGrange Road.
- C. The Subject Property shall further be developed in accordance with the elevation drawings titled "Hampton Inn Orland Park" compiled by Base 4, dated May 3, 2019, Sheets A1.2, A2.2, A3.1, A3.2 and A4.1 subject to the following conditions:
 - a) Owner must screen all mechanical equipment either at grade or at the rooftop with landscaping or parapets respectively;
 - b) Masonry must be of anchored veneer type with a minimum thickness of 2.625 inches;
 - c) Signs are subject to additional review and approval via the sign permitting process;
 - d) Owner must meet all building code requirements; and
 - e) Additional screening may be required upon further project review.
- D. The Subject Property shall further be developed substantially in accordance with the preliminary Landscape Plan appended hereto and incorporated as EXHIBIT D titled "Landscape Plan" prepared by Allied Nurseries and dated March 1, 2019, last revised April 7, 2019, Sheets L-1, L-2 and L-3 subject to the following conditions in addition to the conditions specified in B and C

above:

- a) Owner shall submit a final landscape plan and all required supporting documentation in coordination with the final engineering submittal; and
 - b) Owner must return within one (1) year of the final installation of landscaping to add any additional landscaping deemed necessary by the Village Development Services Department to screen or further enhance the site.
- E. The Subject Property shall be subdivided in accordance with the preliminary plat of consolidation titled "Plat of Consolidation – 16160 S. LaGrange Road", prepared by JLH Land Surveyors, Inc., subject to the same conditions set forth in B and C above and the following:
- a) A Record Plat of Subdivision must be submitted by Owner to the Village for execution and recording; and
 - b) All dedications, jurisdictions and document numbers must be referenced on the plat for any necessary right of way dedications;
- F. The necessary hearings before the relevant governmental bodies having heretofore taken place pursuant to the statute and ordinances in such cases made and provided and pursuant to requisite notice having heretofore been given, the Village will, by proper ordinance, cause the Subject Property to be granted a Special Use (as an amendment to Ordinance No. 4156 that authorized construction of the entire Main Street Village West shopping center) pursuant to the Code to construct a five (5) story hotel with 158 rooms and 199 parking spaces as hereinabove described with the following approved modifications to:
- a) Locate parking and a garbage enclosure in the setback between the building and the street;
 - b) Locate off-street parking in the setback between the building and the street;
 - c) Locate a storage shed as proposed in the side yard;
 - d) Increase the number of permitted parking spaces by forty-one (41) spaces from one hundred and fifty-eight (158) to one hundred and ninety-nine (199);
 - e) Reduce the number of required loading spaces from four (4) to one (1); and
 - f) Reduce the minimum parking stall depth from eighteen (18) to approximately seventeen (17) feet and the minimum drive aisle width from twenty-two (22) to approximately twenty-one (21) feet.

The amended Special Use Permit to be granted will allow a hotel in the COR Mixed Use District for a site plan with total building area greater than 50,000 square feet, with the modifications specified above.

SECTION TWO: Storm Water Retention/Detention and Storm Sewers.

Storm water runoff emanating from the Subject Property shall be retained or detained in accordance with a storm water management system for the Subject Property which ties into an existing system for the shopping center of which the Subject Property is a part. The storm water management program for the Subject Property shall be constructed and installed by the Owner, in accordance with final drainage plans approved by the Village. Such system shall include all storm water management facilities, including both on-site and off-site storm sewers, if needed, in accordance with final engineering plans approved by the Village. The design criteria, construction and maintenance of the storm sewers, including underground storm water storage systems, shall be in accordance with all standards of the Village in force on the date of issuance of the building permit for each phase, and also all standards of the Metropolitan Water Reclamation District of Greater Chicago (“MWRDGC”) in effect at the time of issuance of the building permit, and shall be completed by the Owner at its expense. Permeable paver bricks installed by Owner shall be regularly maintained as required by the MWRDGC and failure to do so will cause the Village to repair and/or replace the paver bricks at the Owner’s expense. The Owner hereby grants the Village authority to enter upon the Subject Property to perform such repair or replacement of paver bricks. Any proposed bio retention basins must incorporate an underdrain system connected to the nearest storm sewer system. Such basins and the storm water management system serving the Subject Property must be privately owned and maintained in perpetuity by the Owner and all successors in title. All permeable pavers must be maintained and/or replaced in accordance with MWRDGC requirements, in perpetuity, by the Owner, and all successors in title. Should such obligation not be met by the future owners the Village shall be and hereby is authorized to do so and the owners shall bear the cost thereof.

SECTION THREE: Water Supply.

Owner shall be required to construct and install at its expense all necessary on-site water mains to service the hotel development on the Subject Property. The Owner and successor in title shall perpetually maintain the water mains and service lines.

SECTION FOUR: Sanitary Sewers.

Owner shall be required to construct and install at its expense all necessary sanitary sewers to service the Subject Property in accordance with the Code and final engineering plans approved by the Village. Owner agrees that no surface water is to be discharged into the sanitary sewerage collection system and Owner will make adequate provision that this will not occur. Owner and successors in title shall perpetually maintain the sanitary sewers.

SECTION FIVE: Sidewalks.

The Owner shall construct and install all sidewalks, walking paths, lighting, driveways and ramps as shown in EXHIBITS A and B (and as modified in accordance herewith) and in accordance with the Code and approved engineering. All locations where sidewalk improvements and crosswalks are proposed should have a receiving Americans with Disabilities Act compliant sidewalk. If a necessary sidewalk is not available, the sidewalk extension should be signed accordingly with a "SIDEWALK CLOSED" sign or the sidewalk extension should not be constructed.

SECTION SIX: Easements.

Owner agrees at the time of approval of this Development Agreement to grant to the Village, and/or obtain grants to the Village of, all reasonably 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.

All such easements to be granted shall name the Village and/or other appropriate entities designated by the Village as grantee hereunder. It shall be the responsibility of Owner to obtain all easements, both on-site and off-site, necessary to serve the Subject Property.

SECTION SEVEN: 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 hereof. Planning, building requirements and engineering designs and standards shall be in accordance with current ordinances of the Village as of the date permits are applied for. Engineering design and standards of other governmental agencies having jurisdiction shall be in accordance with such standards if they are more stringent than those of the Village. Insofar as under the control of the Village, such standards and requirements shall not be subject to change during the development process. Owner shall notify all adjacent property owners, in writing, prior to commencement of any construction activities.

Public improvements shall be dedicated to the Village as soon as possible in accordance with Village requirements and required public improvements on the Subject Property shall be commenced within one (1) year from the date hereof and the Owner shall deliver to the Village a surety bond (the form of security agreed upon by the parties hereto) from a surety reasonably acceptable to the Village, licensed to transact business in the State of Illinois and having a minimum A.M. Best rating of A- and in an amount as provided for in the Code, which amount has been agreed. Said bond is to include all costs related to required landscaping, sidewalk, sewer and water lines and storm water management facilities located on the Subject Property. The Director of the Village Development Services Department may, in his/her discretion, permit the amount of said bond to be reduced, from time to time, as major public improvements are completed and accepted by the Village.

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

SECTION NINE: Contributions - Impact Requirements.

The contributions, impact and exaction fees provided for in Section 5-112-H.6. of the Code shall be paid to the Village by the Owner upon application for the initial building permit. 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, with access to and use of public utilities, streets, fire 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 TEN: 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 ten (10) 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 contributions to the Village, construction and/or dedication of public improvements, granting of easements to the Village, and the developmental standards established herein shall constitute covenants which shall run with the land.

SECTION ELEVEN: Notices.

Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be delivered either (i) personally, (ii) by United States Certified mail, postage prepaid, return receipt requested, or (iii) via nationally recognized overnight carrier service as follows:

For the Village:

1. Keith Pekau Village President
14700 South Ravinia Avenue
Orland Park, Illinois 60462
2. Patrick R. O'Sullivan 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:

Jay Patel, Authorized Representative
Wrigley Hospitality, Inc.
11202 Poplar Creek Lane
Orland Park, Illinois 60467

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

SECTION TWELVE: Signs.

The location of any sign upon the Subject Property shall be in accordance with an approved Signage Plan and the Code and Developer shall comply therewith with respect to any signage installed by or at the request of any party, with respect to the Subject Property.

SECTION THIRTEEN: Reimbursement of Village for Legal and Other Fees and Expenses.

A. To Effective Date of Agreement.

The Owner or its successor or assigns, concurrently with the issuance of a building permit, 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. costs incurred by the Village for engineering services in accordance with the provisions of the Code; and
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 hereinafter provided, upon demand by the 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.

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 not 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 any party hereto, which relate to the terms of this Agreement, then, in that event, the Owner, as warranted 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 affecting the Village, 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 reasonable 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 or their sole discretion, appeal any such judgment rendered in favor of the Village against Owner.

SECTION FOURTEEN: Warranties and Representations.

The Owner represents and warrants to the Village as follows:

1. The Owner is the legal title holder and the owner of record of the Subject Property as indicated on the first page of this Agreement.
2. The Owner proposes to develop the Subject Property in the manner contemplated under this Agreement.
3. Other than Owner or its lender(s), if any, persons and entities with utility easements, access easements, other easements and similar rights and matters filed of record, no other entity or person has any interest in the Subject Property or its development as herein proposed.
4. Owner has provided the legal description of the Subject Property set forth in this Agreement and the attached Exhibits and that said legal descriptions are accurate and correct.

SECTION FIFTEEN: 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, shall at all times during the term of this Agreement remain liable to Village for its faithful performance of all obligations imposed upon it, 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 SIXTEEN: 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 SEVENTEEN: 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 EIGHTEEN: Singular and Plural.

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

SECTION NINETEEN: 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 hereunder whether covered or relevant to such heading or not.

SECTION TWENTY: Recording.

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

SECTION TWENTY-ONE: Authorization to Execute.

Any officers of Owner, executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on its behalf. 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. 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 TWENTY-TWO: 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-THREE: 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-FOUR: 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 TWENTY-FIVE: 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-SIX: 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 here from 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-SEVEN: 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-EIGHT: 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

WRIGLEY HOSPITALITY, INC., an Illinois
corporation

By: _____
Name: Jay Patel
Title: Authorized Officer and Representative

ATTEST:

By: _____

Name: _____

Title: _____

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 KEITH PEKAU, personally known to me to be the President of the Village of Orland Park, and PATRICK R. O’SULLIVAN, 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 _____, 2021.

Notary Public

Commission expires: _____

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 the above-named _____, and _____ personally known to me to be _____ and _____ for WRIGLEY HOSPITALITY, INC., an Illinois corporation, the same persons whose names are subscribed to the foregoing instrument as the _____ and _____ for the WRIGLEY HOSPITALITY, INC. appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2021

Notary Public

Commission expires: _____