

THIS DOCUMENT PREPARED BY:
E. Kenneth Friker
Klein, Thorpe and Jenkins, Ltd.
20 N. Wacker Drive - Suite 1660
Chicago, Illinois 60606-2903

For Recorder's Use Only

ANNEXATION AGREEMENT
(ORLAND PARK PRAYER CENTER - 16530 S. 104TH AVENUE)

INTRODUCTION.

1. This Agreement entered into this _____ day of _____, 2007, by and between the VILLAGE OF ORLAND PARK, an Illinois Municipal Corporation (hereinafter referred to as the "Village") and THE PRAYER CENTER TRUST, an Illinois not-for-profit corporation (hereinafter referred to as "Owner");
2. The Property subject to this Agreement and legal title to which is vested in the Owner (excepting such portion as is dedicated to the public), is legally described as follows:

THE SOUTH HALF (EXCEPT THE SOUTH 358.00 FEET THEREOF) OF THE EAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 20.00 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

PIN: 27-20-403-005 and -010

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

3. The Subject Property consists of approximately 2.19 acres and is generally located at 16530 S. 104th Avenue in Orland Township.

4. Owner requests annexation of the Subject Property with a special use permit for an additional parking lot, an expanded detention pond and a potential future educational building under the E-1 Estate Residential District classification of the Orland Park Land Development Code (the "Code"), with modifications to allow a more than 20% increase in required parking and detention pond setback reductions.

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 used in the manner as set forth in this Agreement under the E-1 Estate Residential District provisions of the Code with a special use for an additional parking lot, an expanded detention pond, a potential future educational building and modifications as set forth above.

2. Owner has petitioned the Village for annexation to the Village of the Subject Property and for amendments to the 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 above-described Subject Property to enable usage 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 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) Enactment of an annexation ordinance 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 adoption of an Ordinance granting a special use permit for a place of worship for the Subject Property 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.

6. The parties hereto have determined that it is in the best interests of the Village and the 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 be in implementation of the Comprehensive Plan of the Village and will constitute a preservation of environmental values.

7. The 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 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 use of the 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 cause the Subject Property to be classified as E-1 Estate Residential District with a special use for an

over 20% increase in allowed parking stalls, a reduction in detention maintenance area from 15 feet to 0 feet, a reduction in the detention pond setback from 25 feet to 2 feet (around the overlook area), and an increase in lot coverage and an increase in retaining wall heights and setbacks subject to the conditions set forth in B, below.

B. The Subject Property shall be developed substantially in accordance with the Preliminary Site Plan appended hereto and incorporated herein as EXHIBIT B entitled "Community Building - Orland Park Prayer Center," prepared by ARETE 3 LTD., dated August 29, 2006, Job No. 06152, Sheet No. SP-1, most recently revised on July 30, 2007, subject to the following:

1. The Owner install a left turn lane into the new parking lot, if the County does not begin construction along 104th Avenue within one year from the date hereof;
2. The Owner submit a plat of subdivision to consolidate the two lots (which will include the adjacent 4.27 acre Prayer Center lot) upon annexation;
3. The Owner submit a landscape plan for separate review and approval within 60 days of the final engineering approval; and
4. The Owner must establish a written cross access agreement with the owner of the adjacent north property for a driveway connecting the Subject Property and said adjacent north property parking lots at the northwest corner of the Subject Property.
5. All final engineering related items are met.

The Owner agrees that the Subject Property shall be developed substantially in accordance with said land plan as shown on said EXHIBIT B 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.

SECTION THREE: Water Supply.

At such time as the water supply line is brought to the Subject Property, Owner 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 Code and final engineering plans approved by the Village. At its expense, without recapture, the Owner must install a water line of twelve (12") inches in diameter. The proposed water main along 104th Avenue shall be installed prior to construction of the proposed parking lot even though no building is to be constructed. The water main shall be constructed and extended so as to serve the Subject Property and any potential service areas beyond the Subject Property as determined by the Village Engineer, in accordance with the Code and final engineering plans approved by the Village. The plat of subdivision must include a dedication of fifty (50') feet to

Cook County for 104th Avenue. The Owner shall pay to the Village the required water connection charge(s) based upon the size of the connection(s) in accordance with Village ordinances.

SECTION FOUR: Dedications and Construction of Streets.

All public street right-of-ways, at the time of annexation, shall be dedicated by the Owner to the Village and/or Cook County by plats of dedication at such locations and in such form as the Village approves.

SECTION FIVE: Easements.

The Owner agrees, at the time of approval of this 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 SIX: Sanitary and Storm Sewers.

Owner shall be required to construct and install at Owner's expense all necessary sanitary sewers to service the Subject Property and any potential service areas beyond the Subject Property as determined by the Village Engineer and in accordance with the Code of the Village and final engineering plans approved by the Village. The Owner must submit the necessary application to the Metropolitan Water Reclamation District to permit the construction of the sanitary sewer line. 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.

Owner shall be required to construct and install at Owner's expense all necessary storm sewers, storm water management facilities and storm water detention/retention basins in accordance with the Code and final engineering plans approved by the Village. The proposed by-pass sewer along the south property line of the Subject Property shall be designed to effectively convey off-site water run-off without causing attenuation, flooding or back-up on to the adjacent property to the south. The Village agrees to permit connection of the aforementioned storm sewers to the storm sewer system of the Village and to furnish storm sewer service on the same basis as said services are furnished to other parts of the Village. All such storm water management facilities, including detention/retention ponds, shall remain the property of the Owner and not conveyed to the Village, and all maintenance thereof shall be the responsibility of the Owner.

SECTION SEVEN: Developmental Codes and Ordinances and General Matters.

The development of the Subject Property annexed 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 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 at such time. The Village hereby agrees to waive its customary building permit and exaction fees related to construction of the place of worship. However, the Owner shall pay the required water connection charge based upon the size of the water tap as provided by Village ordinance.

No occupancy permit shall be issued for the building prior to the completion and acceptance by the Village of the required public improvements, except for the final surface course for the streets and sidewalks. Provided, however, 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, street (parkway) trees, sewer and water lines, storm water management facilities, sidewalks, retaining walls and road improvements, if any. The proposed retaining walls must be designed and certified to by an Illinois licensed structural engineer. The construction of said retaining walls must be observed by the structural engineer who shall then submit to the Village written certification that such walls have been constructed in accordance with approved final engineering plans. The design calculations for certain walls within the detention pond must account for occasional partial submergence in water depending upon the construction design of the detention pond scenic overlook.

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.

SECTION NINE: Impact Requirements.

Owner agrees that any and all dedications and easements provided for in this Agreement substantially advance legitimate governmental interests of the Village, including, but not limited to, providing its occupants with access to and use of public utilities, streets, libraries, parks and recreational facilities, police protection, and emergency services. Owner further agrees that the dedications 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 twenty (20) 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 ELEVEN: 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 and Jenkins, Ltd.
15010 S. Ravinia Avenue, Suite 17
Orland Park, Illinois 60462

For the Owner:

1. Mohamed M. Krad, President
The Prayer Center Trust
16530 S. 104th Avenue
Orland Park, IL 60467

2. Richard J. Skrodzki, Esq.
Goldstine, Skrodzki, Russian, Nemec & Hoff, Ltd.
835 McClintock Drive - 2nd Floor
Burr Ridge, Illinois 60527-0860

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: 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; and
- (2) all attorneys' fees incurred by the Village including fees incurred in preparation of the annexation petition, annexation ordinance and preparation of this Agreement; 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, 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, and/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 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 sole discretion, appeal any such judgment rendered in favor of the Village against Owner.

SECTION THIRTEEN: Warranties and Representations.

The Owner represents and warrants to the Village as follows:

1. That the Owner identified on page 1 hereof is the legal title holder and the owner of record of the Subject Property.

2. That the Owner proposes to develop and use the Subject Property in the manner contemplated under this Agreement.

3. That other than the Owner no other entity or person has any interest in the Subject Property or its development as herein proposed.

4. That 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 FOURTEEN: 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, Owner shall at all times during the term of this Agreement remain liable to Village for the faithful performance of all obligations imposed upon Owner by this Agreement until such obligations have been fully performed or until the Village, at its sole option, has otherwise released Owner from any or all of such obligations.

SECTION FIFTEEN: 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 SIXTEEN: 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 SEVENTEEN: Singular and Plural.

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

SECTION EIGHTEEN: 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 NINETEEN: Recording.

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

SECTION TWENTY: 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 entities.

SECTION TWENTY-ONE: 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-TWO: 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-THREE: 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-FOUR: 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-FIVE: 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-SIX: 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-SEVEN: 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:

THE PRAYER CENTER TRUST,
an Illinois not-for-profit corporation

President

Attest:

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 _____ day of _____, 2007.

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 Mohamed M. Krad and _____ personally known to me to be the President and Secretary of THE PRAYER CENTER TRUST, an Illinois not-for-profit corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, 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; and the said _____ then and there acknowledged that said _____, as custodian of the corporate seal of said corporation caused the corporate seal of said corporation to be affixed to said instrument as said _____'s 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 _____, 2007.

Notary Public

Commission expires _____

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