

Prepared By:

March 11, 2020

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

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**DEVELOPMENT AGREEMENT - ORLAND RIDGE  
(16727-16801 S. LAGRANGE ROAD)**

INTRODUCTION

1. This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and among the VILLAGE OF ORLAND PARK, an Illinois Municipal Corporation (hereinafter referred to as the "Village"), S.R. JACOBSON DEVELOPMENT CORP., a Michigan corporation (hereinafter referred to as "Developer") and its successors or assigns, and SSM HEALTH CARE Corporation, a Missouri nonprofit corporation (hereafter referred to as "Owner").
2. The Property subject to this Agreement, legal title to which is vested in Developer or Owner with regard to their respective parcels (excepting such portion as is dedicated to the public), is legally described as follows:

**LEGAL DESCRIPTION:** THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 27, (EXCEPTING THEREFROM THE SOUTH 30.89 FEET AND THE EAST 33.00 FEET THEREOF AND EXCEPTING THEREFROM THE NORTH 460.0 FEET OF THE EAST 474.0 FEET THEREOF AND EXCEPTING THEREFROM THE NORTH 574.0 FEET OF THE WEST 380.0 FEET OF THE EAST 854.0 FEET THEREOF AND EXCEPTING THEREFROM THAT PART OF THE NORTH 466.70 FEET LYING WEST OF THE EAST 854.0 FEET THEREOF AND EXPECTING THAT PART TAKEN FOR HIGHWAY PER DOCUMENT 10155686 AND ALSO EXCEPTING THEREFROM THAT PART CONVEYED BY DOCUMENT 92907123, DESCRIBED AS FOLLOWS:

PARCEL 1: THE NORTH 19.11 FEET OF THE SOUTH 50 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THOSE PARTS FALLING IN 96TH AVENUE AND 94TH AVENUE), IN COOK COUNTY, ILLINOIS: AND

PARCEL 2: THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 27, AFORESAID, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER, AFORESAID; THENCE EAST, ALONG THE SOUTH LINE THEREOF, 42.50 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF 96TH AVENUE; THENCE NORTH, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, TO ITS INTERSECTION WITH A LINE 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE, AFORESAID, FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 15 FEET; THENCE SOUTHEASTERLY TO A POINT ON A LINE 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE, AFORESAID, SAID POINT BEING 15 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST 15 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS; AND

PARCEL 3: THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 27, AFORESAID, BOUNDED AND DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER, AFORESAID; THENCE WEST, ALONG THE SOUTH LINE THEREOF, 33 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF 94TH AVENUE; THENCE NORTH, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, TO ITS INTERSECTION WITH A LINE 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE, AFORESAID, FOR A POINT OF BEGINNING, THENCE CONTINUING NORTH, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 15 FEET; THENCE SOUTHWESTERLY TO A POINT ON A LINE 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE, AFORESAID, SAID POINT BEING 15 FEET WEST OF THE POINT OF BEGINNING; THENCE EAST 15 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS;

AND ALSO EXCEPTING THEREFROM THAT PART CONVEYED BY DOCUMENT 00340393, DESCRIBED AS FOLLOWS: THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 83 FOOT 94TH AVENUE, SAID POINT BEING 65 FEET NORTH OF AND 33 FEET WEST OF THE SOUTHEAST CORNER OF SAID WEST HALF OF THE NORTHWEST QUARTER (AS MEASURED ALONG THE EAST LINE THEREOF AND ON A LINE AT RIGHT ANGLES THERETO); THENCE NORTH, ALONG SAID WESTERLY RIGHT-OF-WAY LINE 2119.65 FEET MORE OR LESS, TO A POINT, SAID POINT BEING 460 FEET SOUTH OF AND 33 FEET WEST OF THE NORTHEAST CORNER OF SAID WEST HALF OF THE NORTHWEST QUARTER (AS MEASURED ALONG THE EAST LINE THEREOF AND ON A LINE AT RIGHT ANGLES THERETO); THENCE WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 17 FEET TO THE SOUTHEAST CORNER OF LOT 6 IN ROYAL RIDGE ESTATES, RECORDED FEBRUARY 23, 1990, AS DOCUMENT 90086955; THENCE SOUTH, ALONG A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER, 2134.65 FEET, MORE OR LESS, TO THE NORTHERLY RIGHT-OF-WAY LINE OF 171ST STREET; THENCE EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 2 FEET; THENCE NORTHEASTERLY TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND ALSO EXCEPTING THEREFROM THAT PART BEING CONVEYED TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION: TRACT 1: THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER: THENCE NORTH 1 DEGREE 47 MINUTES 38 SECONDS WEST (BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983) 50.00 FEET, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, TO THE NORTH LINE OF THE SOUTH 50 FEET OF SAID WEST HALF OF THE NORTHWEST QUARTER; THENCE NORTH 88 DEGREES 20 MINUTES 00 SECONDS EAST 42.37 FEET, ALONG SAID NORTH LINE, TO THE EAST RIGHT-OF-WAY LINE OF US ROUTE 45 ACCORDING TO DOCUMENT 10155686, RECORDED SEPTEMBER 24, 1928; THENCE NORTH 1 DEGREE 56 MINUTES 22 SECONDS WEST 15.00 FEET, ALONG SAID EAST RIGHT-OF-WAY LINE, TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 1 DEGREE MINUTES 22 SECONDS WEST 2113.31 FEET, ALONG SAID EAST RIGHT-OF-WAY LINE, TO THE SOUTH LINE OF THE NORTH 466.7 FEET OF SAID WEST HALF, SAID LINE ALSO BEING THE SOUTH LINE OF LOT 1 IN JACK DEVELOPMENT ACCORDING TO THE PLAT THEREOF RECORDED JUNE 18, 1998, AS DOCUMENT 98516981; THENCE NORTH 88 DEGREES 19 MINUTES 23 SECONDS EAST 49.00 FEET, ALONG SAID COMMON LINE; THENCE SOUTH 1 DEGREE 56 MINUTES 22 SECONDS EAST 2105.90 FEET; THENCE SOUTH 48 DEGREES 41 MINUTES 0 SECONDS EAST 32.87 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 171ST STREET ACCORDING TO DOCUMENT 92907123 RECORDED DECEMBER 3, 1992; THENCE SOUTH 88 DEGREES 20 MINUTES 00 SECONDS WEST 57.94 FEET, ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 46 DEGREES 48 MINUTES 11 SECONDS WEST 21.26 FEET, ALONG SAID NORTH RIGHT-OF-WAY LINE, TO THE POINT OF BEGINNING), ALL IN TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 27-27-100-015 and 019

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

3. The Subject Property is generally located at 16727-16801 S. LaGrange Road, in the Village of Orland Park and consists of approximately 57.72 acres.

4. Developer will construct a mixed use planned development to be known as "Orland Ridge" consisting of 104 attached ranch villa dwelling units, 190 attached townhome units, a club house, private streets, , recreational facilities and a stormwater management system located on Lots 2 and 3 as depicted on EXHIBIT A. Developer will also construct a public street within the area designated as 169<sup>th</sup> Place on EXHIBIT A from 94<sup>th</sup> Avenue to LaGrange Road.

5. Owner will retain title to the commercial component parcel depicted as Lot 4 and the hotel parcel depicted as Lot 1 on EXHIBIT A. The commercial area on Lot 4 consists of 19,000 square feet of retail space (conceptual at this time) and 26,625 square feet of restaurant space (conceptual at this time). The hotel area on Lot 1 consists of a 6-story 122 room hotel (conceptual at this time). The Owner will seek to have such parcels developed by a commercial Developer subject to the terms and conditions of this Development Agreement or a new or Amended Development Agreement as may be required by the Village.

6. The Village of Orland Park is a Home Rule Unit pursuant to the provisions of the Illinois Constitution, Article VII, Section 6, and the terms, conditions and acts of the Village under this Agreement are entered into and performed pursuant to the Home Rule powers of the Village and the statutes in such cases made and provided.

RECITALS:

1. The Developer petitioned the Village for rezoning of the Subject Property from E-1 Estate Residential to COR Mixed Use, approval of a Special Use Planned Development under Section 6-210 C.19 of the Land Development Code (the "Code") and approval of a Site Plan, Landscape Plan, Elevations and a preliminary Plat of Subdivision.

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 Planned Development, for a mixed use planned development as described in paragraph 4 of the INTRODUCTION above, in the COR Mixed Use District with variances and 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 Developer and Owner with regard to their respective parcels 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. Developer and Owner with regard to their respective parcels covenant and agree that they will execute all necessary directions and issue all necessary instructions and take all other action necessary to perform their respective obligations hereunder with respect to the Subject Property.

**SECTION ONE: Zoning, Special Use Permit for a Planned Development Site Plan Approval, Landscape Plan Approval, Elevations and Plat of Subdivision 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 Planned Development with variances and modifications for a mixed use development 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 titled "Grading and Drainage Plan," prepared by Kimley Horn & Associates, dated February 14, 2020, Sheets C3.0-C.10 and the Park Exhibit appended hereto and incorporated herein as EXHIBIT C titled "Park Area Exhibit" Prepared by Kimley Horn & Associates dated November 6, 2018, revised November 18, 2018 and titled subject to the following conditions:

(a) The commercial component of the Site Dimension Plan is conceptual, with the exception of the proposed "community gathering space", located between Building B and Building C, and will need to go through the entire Development Review process for approval once tenants are selected and the project is designed. The "community gathering space" is not conceptual and is required as a condition of final site plan approval of the commercial parcel upon which it is located, and is to be constructed at the time of initial development of the commercial parcel; and

(b) An additional "community gathering space" that measures 0.29 acres, in the commercial area will be required as a condition of final site plan approval of the commercial parcel upon which it is located, and is to be constructed at the time of initial development of the commercial parcel; and

(c) The hotel component of the preliminary site plan is conceptual and will need to go through the entire Development Review process for approval once the hotel developer is selected and the project is designed. Future plans for the hotel parcel must provide two (2) vehicular ingress/egress points that are suitable for emergency vehicles including fire trucks; and

(d) 169th Place must be fully constructed by Developer including sidewalks and multi-use paths, and connected to La Grange Road prior to final occupancy being granted for more than 50% of the residential units; and

(e) Developer and its successors will be responsible for the maintenance of the landscaping areas; lighting and the roundabout on and along 169th Place and shall cooperate with the Village to create a "fall back" or "dormant" Special Service Area in accordance with SECTION SEVEN hereof; and

(f) With the exception of requested accessory structure modifications, all accessory structure and uses must meet Land Development Code requirements as set forth in Section 6- 302; and

(g) In the paving legend on the legend for the Site Dimension Plan Developer must label the asphalt multi-use path as a "minimum 8 feet" within the paving legend; and

(h) All private park space, with the exception of the clubhouse and pool area, must be accessible to the general public and signage must be installed that indicates the public accessibility. The development may not be gated or outside public access otherwise restricted. The clubhouse must be equally available to all ranch villa and townhome residents of the development; and

(i) Except as otherwise herein provided, Developer must meet all current Building Code requirements and final engineering requirements including required permits from outside agencies; and

(j) Developer and Owner with regard to their respective parcels must screen all mechanical equipment either at grade or at rooftop with landscaping or parapets respectively; and

(k) Developer and Owner with regard to their respective parcels must submit a sign permit application to the Village for review and approval for all proposed signage.

C. The Subject Property shall further be developed substantially in accordance with the elevation drawings titled "Preliminary Architectural Plans" compiled by SR Jacobson and Lormax Stern, dated February 6, 2019, with Ranch Villa Drawings prepared by Coponen Architects, Sheets AR-2, Typical Building Front Elevation only (dated October 25, 2018), A-4, Unit End Elevation, Typical Unit Rear elevation, and the Typical Unit Front elevation (dated June 13, 2018, AR-3 (dated December 18, 2018), Villa Front Elevation (dated July 8, 2018) and Villa Rear elevation (Submitted February 6, 2019), Elevation A (Submitted February 6, 2019), Elevation B (Submitted February 6, 2019), and Elevation C (Submitted February 6, 2019); and also Townhome Drawings, prepared by Coponen Architects, Sheets A2 (dated October 25, 2018, revised January 5, 2019), and the Townhome Rendering (dated November 3, 2018; and also Clubhouse Drawings prepared by Alexander V. Bogaerts + Associates, P.C., Sheets 4 (dated November 12, 2018, s.p.a. January 2, 2019), and 5 (dated November 12, 2018, s.p.a. December 21, 2018), Rendered Elevation sheet 5 (dated November 12, 2018, s.p.a. December 21, 2018; and also three (3) Commercial Plaza Renderings (dated January 2019), subject to the condition that, in the case of a conflict between exhibit drawings, the stricter application will apply;

D. The Subject Property shall further be developed substantially in accordance with the Preliminary Landscape Plan appended hereto and incorporated as EXHIBIT D titled "Overall Landscape Plan" prepared by Kimley Horn and Associates, Inc. and dated July 13, 2019, last revised February 14, 2020, Sheets L2.0 through L2.9, subject to the following conditions in addition to the conditions specified in Band C above:

(a) Developer or Owner with regard to their respective parcels shall submit a final landscape plan and all required supporting documentation addressing all outstanding landscape items in coordination with Developer or Owner with regard to their respective parcels final engineering submittal; and

(b) Developer or Owner with regard to their respective parcels shall install permanent "no mow" markers (such as bollards, posts, etc), at the back corner of every other property that abuts a storm water basin or wetland area to clearly indicate the 25' setback line; and

(c) Developer shall install environmental educational signage around all wetlands and

detention ponds; and

- (d) The installation and maintenance of landscaping in all storm water management and wetland areas shall be performed by a qualified landscape contractor, as approved by the Village Development Services Department; and
- (e) Any trees or large shrubs which encroach upon the petroleum gas line easement along 94th Avenue must be relocated elsewhere on the Subject Property.

E. The Subject Property shall be subdivided in accordance with the preliminary plat of subdivision titled "Orland Ridge", prepared by Landmark, 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 Developer 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 for a Planned Development pursuant to the Code to construct a mixed use planned development with multiple buildings and multiple uses as hereinabove described with the following approval modifications:

1. Modifications to reduce building setbacks for the proposed Townhomes:

- (a) Front building setback from collector streets (From 40' to 25')
- (b) Front building setback from local streets (From 30' to 20')
- (c) Building to building side setback (From 30' to allow for a minimum building to building separation of 15')
- (d) Building side to local street setback (From 30' to 20').
- (e) Building corner side to collector street setback (From 40' to 25')
- (f) Balcony encroachment into front setback (From 3' limit to 5.5' maximum)

2. Modifications to reduce building setbacks for the proposed Villas:

- (a) Building side to side setback from (From 30' to allow for a minimum building to building separation of 20')
- (b) Building corner side to collector street setback (From 40' to 25')
- (c) Building side to local street setback (From 30' to 25')
- (d) Building to building rear setback (From 60' to allow for a minimum building to building separation of 27');

3. A modification to reduce the setback from the detention pond high water line (From 25' to as little as 0');

4. A modification to exceed retaining wall height at overlook (From 3' to 6') which must be designed by licensed structural engineer.
5. A modification to reduce Off-Street parking and loading requirement to allow driveway parking to count toward parking requirements if two off-site spaces are provided elsewhere on the Subject Property;
6. A modification to allow lot coverage to be calculated as an aggregate of all the parcels within the Planned Development in the COR Mixed Use District;
7. A modification to allow air conditioning units in the front and side setbacks of the Townhomes and Villas;
8. A modification to reduce parkways in accordance with the approved Site Plan (EXHIBIT B);
9. A modification to increase detention pond release rates to a rate that will protect the existing regulatory wetland hydrology, in accordance with Federal regulations;
10. A modification to allow for an increase to the side slope of the pond located at the northeast corner of the Subject Property from a 4:1 slope to a 3:1 slope;
11. A modification to allow for a private street located at the northeast corner of the Subject Property to be constructed without a cul-de-sac terminus and turn around and for a reduction to the cul-de-sac standards provided in Table 6-405(A)(2) of the Code;
12. The Special Use Permit to be granted will allow attached dwellings in the COR Mixed Use District for a site plan with total building area greater than 50,000 square feet, residential uses to exceed more than 40% of the Mixed Use Planned Development in the COR Mixed Use District and will allow a private park and community center with a modification to increase the maximum private park acreage from 2 acres to 3.75 acres.
13. Finally, the Special Use Permit will allow for the disturbance of wetlands,
  - (a) With a modification to eliminate two small wetlands.
  - (b) With a modification to reduce the 50' wetland setback for the remaining preserved wetland.

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

A. 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 Developer, 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 in effect at the time of issuance of the building permit, and shall be completed by the Developer at its expense. 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 Developer and all successors in title. The Developer's engineer must work with the Village engineer to minimize the impact of storm water drainage on the residential property located along the north property line.

B. A preliminary Flood Insurance Rate Map ("FIRM") has been published for adoption by the Federal Emergency Management Agency ("FEMA") which encompasses the watershed that this Subject Property is located within. The preliminary FIRM, if adopted by FEMA in its present form, will classify an area within the northeast quadrant of the Subject Property as being within the regulatory floodplain (Special Flood Hazard Area, an area of inundation for a storm with a probability of 1% annual occurrence). The footprint of the proposed Naturalized Detention Basin B (Basin B) will be located within the Special Flood Hazard Area on the preliminary FIRM, however the area of inundation has not been designated as floodway on the preliminary FIRM.

Once the FIRM becomes effective, Basin B will be considered regulatory floodplain and subject to all applicable local, state, and federal floodplain regulations and use restrictions associated with these applicable regulations.

Bulletin 70 (as published by the Illinois State Water Survey) is the regulatory rainfall data in the State of Illinois and is used to calculate Stormwater run-off rates and detention storage volumes in areas under the jurisdiction of the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC). Bulletin 70 has been revised as of March 2019 and has been adopted for use by the MWRDGC effective January 1, 2020. The revised Bulletin 70 has higher rainfall intensities than the current Bulletin 70. The use of the revised Bulletin 70 rainfall data will increase the amount of required detention storage in projects applying for Stormwater permitting after January 1, 2020, than those that apply before January 1, 2020.

The Developer has chosen to base the Subject Property development's Stormwater Management design and apply for Stormwater permitting utilizing the current Bulletin 70 rainfall data.

The Developer affirmatively states that the Stormwater design for the Subject Property will not result in an increased flood risk to the proposed structures adjacent to Basin B due to the imposition of the proposed regulatory floodplain and/or the use of the current Bulletin 70 rainfall data for the calculation of the volumes and high water elevation of Detention Basin B. Furthermore, the Developer agrees to hold harmless the Village, its officers, employees, and consultants from liability should the structures or properties surrounding Basin B suffer damage from overland flooding associated with the overtopping of Basin B.

### SECTION THREE: Water Supply.

Developer shall be required to construct and install at its expense all necessary on-site water mains to service the residential parcels. Owner or its successors in interest shall be required to construct and install at its expense all necessary on-site water mains to service the commercial

parcels. All water main routes shall be appropriately looped within the Subject Property in order to provide sufficient water circulation throughout the development. All such water mains shall be constructed and installed in accordance with the Code and final engineering plans approved by the Village and shall be subject to the conditions of the water supply agreement with Illinois-American Water Company. The Village shall enter into a water supply agreement with Illinois-American Water Company for the bulk purchase of water and provide water to the residential and commercial parcels at standard Village water rates with a markup for any direct increase in cost resulting from the water supply agreement in accordance with Village water rates established from time to time. The Developer shall pay to Illinois-American Water Company and/or the Village the required water connection charge(s) based upon the size of the connection(s) in accordance with the requirements of Illinois-American Water Company and Village ordinances. Developer must install separate water meters for each tenant space. The Developer shall install all water main extensions, appurtenances and bulk water supply metering equipment and vaults for supplying the development. The Developer shall be responsible for all maintenance of the installed water mains, appurtenances and booster station until formal acceptance thereof is provided by the Village. Multi-unit town home buildings shall have separate water service connections for each individual unit.

#### SECTION FOUR: Sanitary Sewers.

Developer 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. The Village shall enter into an agreement with Illinois-American Water Company for sanitary sewer service for the residential and commercial parcels, for which the cost to the project shall be included in the water rates. Multi-unit residential townhome buildings shall have separate sewer service connections for each individual unit. Developer agrees that no surface water is to be discharged into the sanitary sewerage collection system and Developer will make adequate provision that this will not occur. The Developer shall maintain the sanitary sewer mains and appurtenances until final acceptance by the Village.

#### SECTION FIVE: Streets, Street Lighting, Sidewalks

The Developer shall construct and install all sidewalks, walking paths, and ramps as shown in EXHIBITS B and C (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 containing a cast iron detectable warning plate of the East Jordan Iron Works “Duralast” type, powdercoated brick red. 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. Sidewalks, walking paths, and ramps on private property must be privately owned and maintained in perpetuity by the Developer and all successors in title.

Developer shall construct all public and private street lights and all necessary electrical wiring required by the Village in order to meet all applicable Village standards. Developer shall be responsible to own and maintain in perpetuity the public street lighting. The private ownership is dictated by the unique nature of the chosen light standard.

The Village shall accept the dedication of 169th Place right-of-way (labeled as Orland Ridge Drive on preliminary subdivision plat) upon recording of the plat of subdivision for the

Subject Property. An outlot shall be established within the 169th Place right-of-way to cover the proposed traffic circle/roundabout and landscaped splitter island areas for the purpose of establishing private ownership and maintenance.

Also, Developer shall be required to keep all public streets located on the Subject Property as well as adjoining streets free from mud and debris generated by construction activity on the Subject Property. Such streets must be cleaned as often as necessary to maintain a clean condition. For each day that the streets are not maintained in a clean condition as determined by The Village in its sole judgment, Developer 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.

SECTION SIX: Easements.

Developer 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 Developer to obtain all easements, both on-site and off-site, necessary to serve the Subject Property.

SECTION SEVEN: Special Service Area – 169<sup>th</sup> Place Improvements.

With Developer's and Owner's cooperation, the Village will create a "fall back" or "dormant" Special Service Area pursuant to the Special Service Area Tax Law (35 ILCS 200/27-5, et seq.) to cover the Subject Property for the future maintenance, repair and replacement of the landscaping areas, lighting (including light fixtures and poles) and the roundabout on and along 169<sup>th</sup> Place, as delineated on EXHIBIT B, if said maintenance, repair and replacement are not done by Owner and/or Developer in accordance with the Code. Owner and Developer will waive any statutory objections to the formation of said Special Service Area and will consent to the proposed future tax levy required for such maintenance, repair and replacement. Owner and Developer will provide, by recorded covenants or conditions or other appropriate recordable documents, for all necessary cross access and shared maintenance among future lot or property owners for the landscaping, lighting (including light fixtures and poles) and roundabout on and along 169<sup>th</sup> Place.

SECTION EIGHT: Developmental Codes and Ordinances and General Matters.

Except for the commercial component parcel depicted as Lot 4 and the hotel parcel depicted at Lot 1 on EXHIBIT A, 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. Provided construction has been commenced within six (6) months of permit issuance, building requirements shall be locked in as of the date hereof and not subject to revisions during the residential construction process except for life/safety Village Code provisions applicable on a Village-Wide basis. Planning and engineering designs and standards shall be in accordance with current ordinances of the Village as of the date hereof and remain unmodified for the duration of the residential construction period. 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 of Orland Park. Insofar as under the control of the Village, such standards and requirements shall not be subject to change during the residential development process, except for life/safety Village Code provisions referenced above. Fees applicable to the Subject Property shall be calculated in accordance with the 2019 Village Fee Schedules without increase for a period of thirty-six (36) months from the date of this Agreement. The credit of \$381,832.00 shall be applied to the Impact/Exaction fees on a per residential unit (ranches and townhomes) basis and not applied to permits for the commercial or hotel sites.

No final occupancy permit shall be issued for any building prior to the completion and acceptance by the Village of the public potable water system, sanitary sewer system and public street improvements. Temporary occupancy permits shall be issued upon agreement of the Village Engineering Department as to the sufficiency of water systems, sanitary sewer systems and public streets for residential use. Public improvements shall be dedicated to the Village as soon as possible in accordance with Village requirements but formal acceptance shall not be required for issuance of temporary certificates of occupancy. Any required public improvements on Developer's Lots 2 and 3 and within the right of way for 169<sup>th</sup> Place shall be commenced within one (1) year from the date hereof and the Developer shall deliver to the Village a surety bond (the form of security agreed upon by the parties hereto), except the Developer will provide a Letter of Credit for the mass grading portion of the Project, 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 Developer's Lots. 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 NINE: Utilities.

All electricity, telephone, cable television and gas lines shall be installed underground, the location of which underground utilities shall be at the Developer's option but with locations in public rights of way also subject to Village Engineering Division of the Development Services Department approval.

#### SECTION TEN: Contributions - Impact Requirements.

The contributions, impact and exaction fees provided for in Section 5-112-H of the Code shall be paid to the Village by the Developer or Owner upon application for each building permit applicable to each dwelling/townhome unit, club house, hotel, commercial site and retail site. In accordance with the Final Plan Citation letter dated April 22, 2019, Paragraph 8, Page 2, the Developer will receive a credit of \$381,832.00 from the Village for the required cost donation for capital improvements.

In addition, the Developer shall make the following additional contributions:

- a) Prior to the start of installation of utility infrastructure, Developer shall pay to the Village the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) to be

held in trust by the Village and to be used solely for the cost of site enhancements, including landscaping.;

- b) The Developer shall contribute to the Village the sum of SEVENTY SIX THOUSAND THREE HUNDRED SEVENTY ONE DOLLARS (\$76,371.00), representing the amount due the Village in accordance with the Code for the one-half (1/2) acre shortage of the otherwise required park land contribution.

Developer 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. Developer 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 ten (10) years from the date of execution hereof and any extended time that may be agreed to by amendment.

Developer shall have the right to assign all or any of its right, title and interest under this Agreement to any corporate, partnership or limited liability company entity formed for the purpose of developing the Subject Property in which Developer is a partner, co-venturer, shareholder or member, and/or to any lending institution providing co-venturer, shareholder or member, and/or to any lending institution providing financing for the development of the Subject Property. Any such assignment shall be without release of Developer.

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 TWELVE:** 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. John C. Mehalek 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 Developer:

Scott Jacobson, Principal  
S.R. Jacobson Development Corp.  
32400 Telegraph Road, Suite 200A  
Bingham Farms, MI 48025

Manny Kianicky, Vice President  
S.R. Jacobson Development Corp.  
32400 Telegraph Road, Suite 200A  
Bingham Farms, MI 48025

David Sosin, Attorney for Developer  
Sosin, Arnold & Schoenbeck, Ltd.  
9501 W. 144<sup>th</sup> Place, Suite 205  
Orland Park, IL 60462

For the Owner:

Vikas M.Sunkari, Attorney  
SMS Health  
10101 Woodfield Lane  
St. Louis, MO 63132

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: Signs.

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

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

A. To Effective Date of Agreement.

The Developer and Owner or its successor or assigns, with respect to each parcel owned by such party, 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, Developer or 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 Developer or Owner with regard to their respective parcels upon its request, by a sworn statement of the Village; and such costs and expenses may be further confirmed by the Developer or Owner with regard to their respective parcels at its option from additional documents relevant to determining such costs and expenses as designated from time to time by the Developer or Owner with regard to their respective parcels.

Notwithstanding the immediately preceding paragraph, Developer or Owner with regard to their respective parcels 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 Developer or Owner with regard to their respective parcels 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) Developer or Owner with regard to their respective parcels 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 Developer or Owner with regard to their respective parcels, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Developer or Owner with regard to their respective parcels 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 Developer 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 Developer or Owner with regard to their respective parcels 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. Developer or Owner with regard to their respective parcels may, in its sole discretion, appeal any such judgment rendered in favor of the Village against Developer or Owner with regard to their respective parcels.

#### SECTION FIFTEEN: Warranties and Representations.

The Developer and Owner with regard to their respective parcels represent and warrant to the Village as follows:

1. The Developer is or will be the legal title holder and the owner of record of the residential parcels depicted as Lots 2 and 3 on EXHIBIT A and as indicated on the first page of this Agreement. The Owner is the legal title holder and the owner of record of the commercial parcels depicted as Lots 1 and 4 in EXHIBIT A and as indicated on the first page of this Agreement.

2. The Developer and Owner with regard to their respective parcels propose to develop the Subject Property in the manner contemplated under this Agreement.

3. Other than Developer or Owner with regard to their respective parcels, Developer or Owner with regard to their respective parcels's lender, 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. Developer 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 SIXTEEN: 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 Developer or Owner with regard to their respective parcels or Owner, shall at all times during the term of this Agreement remain liable to Village for its faithful performance of all obligations imposed upon Developer and Owner with regard to their respective parcels, by this Agreement until such obligations have been fully performed or until Village, at its sole option, has otherwise released Developer and Owner with regard to their respective parcels 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 hereunder whether covered or relevant to such heading or not.

SECTION TWENTY-ONE: Recording.

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

SECTION TWENTY-TWO: Authorization to Execute.

Any officers of Developer and 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. Developer or Owner with regard to their respective parcels 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-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, 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-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 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-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

DEVELOPER:  
S.R. JACOBSON DEVELOPMENT  
CORP., a Michigan corporation

By: \_\_\_\_\_  
Name: Scott R. Jacobson  
Title: Principal

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

OWNER:  
SSM HEALTH CARE CORPORATION, a  
Missouri nonprofit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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 JOHN C. MEHALEK, 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
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 Scott R. Jacobson, Principal of S.R. JACOBSON DEVELOPMENT CORP. a Michigan corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the authorized representative for the DEVELOPER, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
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                    (name)\_\_\_\_\_,  
(title)\_\_\_\_\_for   SSM HEALTH CARE CORPORATION, a Missouri  
nonprofit corporation, personally known to me to be the same person whose name is subscribed  
to the foregoing instrument as the authorized representative for the OWNER, appeared before  
me this day in person and acknowledged that \_\_\_ signed and delivered the said instrument as  
\_\_\_ 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

Commission expires: \_\_\_\_\_

