

This document prepared by:
E. Kenneth Friker
On Behalf of the Village of Orland Park
Klein, Thorpe and Jenkins, Ltd.
15010 S. Ravinia Avenue, Suite 10
Orland Park, Illinois 60462

For Recorder's Use Only

**DEVELOPMENT AGREEMENT
(WATERFALL PLAZA
8750 TO 8752 W. 159TH STREET)**

INTRODUCTION

1. This Agreement entered into this _____ day of _____, 2020, (the “Effective Date”), by and among the VILLAGE OF ORLAND PARK, an Illinois municipal corporation (hereinafter referred to as the “Village”), RPOR INVESTMENTS, LLC, an Illinois limited liability company (“Developer”)

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

PARCEL 1:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF AND ABUTTING THE EAST LINE OF THE WEST 30 ACRES OF SAID WEST 1/2 OF THE SOUTHWEST 1/4, AND LYING WEST OF AND ABUTTING THE WESTERLY LINE OF ORLAN BROOK DRIVE, AND LYING NORTH OF AND ABUTTING THE NORTH LINE OF 159TH STREET, AND LYING SOUTH OF AND ABUTTING THE SOUTH LINE OF ORLAN BROOK UNIT-2 (EXCEPT THE SOUTH 158.0 FEET THEREOF) ALL IN ORLAND TOWNSHIP, COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 170.0 FEET OF THE SOUTH 158.00 OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF AND ABUTTING THE EAST LINE OF THE WEST 30 ACRES OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 AND LYING WEST OF AND ABUTTING THE WESTERLY LINE OF ORLAN BROOK DRIVE AND LYING NORTH OF AND ABUTTING THE NORTH LINE OF 159TH STREET, AND

LYING SOUTH OF AND ABUTTING THE SOUTH LINE OF ORLAN BROOK UNIT 2, ALL IN ORLAND TOWNSHIP, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS MADE BY AND BETWEEN FORD CITY BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 29, 1980 AND KNOWN AS TRUST NUMBER 3376 AND EAST SIDE BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 14, 1979 AND KNOWN AS TRUST NUMBER 1217 CREATED BY THAT CERTAIN EASEMENT AGREEMENT DATED MARCH 15, 1984 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 27062950 OVER THE FOLLOWING DESCRIBED PROPERTY; THE EAST 33.00 FEET OF THE WEST 203.00 FEET OF THE SOUTH 158.00 FEET OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF AND ABUTTING THE EAST LINE OF THE WEST 30 ACRES OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 AND LYING WEST OF AND ABUTTING THE WESTERLY LINE OF ORLAN BROOK DRIVE, AND LYING NORTH OF AND ABUTTING THE NORTH LINE OF 159TH STREET, AND LYING SOUTH OF AND ABUTTING THE SOUTH LINE OF ORLAND BROOK UNIT 2, ALL IN ORLAND TOWNSHIP, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A SIGN PYLON CREATED BY THAT CERTAIN EASEMENT AGREEMENT DATED MARCH 15, 1984 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS AS DOCUMENT NO. 27062950 MADE BY AND BETWEEN FORD CITY BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 29, 1980 AND KNOWN AS TRUST NUMBER 3376 AND EAST SIDE BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 14, 1979 AND KNOWN AS TRUST NUMBER 1217 OVER THE FOLLOWING DESCRIBED PROPERTY: THE EAST 10.00 FEET OF THE WEST 213.00 FEET OF THE SOUTH 24 FEET OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF AND ABUTTING THE EAST LINE OF THE WEST 30 ACRES OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 AND LYING WEST OF AND ABUTTING THE WESTERLY LINE OF ORLAN BROOK DRIVE, AND LYING NORTH OF AND ABUTTING THE NORTH LINE OF 159TH STREET, AND LYING SOUTH OF AND ABUTTING THE SOUTH LINE OF ORLAN BROOK UNIT 2, ALL IN ORLAND TOWNSHIP, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

EASEMENT FOR PUBLIC UTILITIES CREATED BY THAT CERTAIN EASEMENT AGREEMENT DATED MARCH 15, 1984 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 27062950 MADE BY AND BETWEEN FORD CITY BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 29, 1980 AND KNOWN AS TRUST

NUMBER 3376 AND EAST SIDE BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 14, 1979 AND KNOWN AS TRUST NUMBER 1217 OVER THE FOLLOWING DESCRIBED PROPERTY: THOSE PORTIONS OF 2 PUBLIC UTILITY EASEMENTS (10 FEET WIDE) AS CREATED BY A DOCUMENT ENTITLED "PLAT OF EASEMENT" RECORDED IN THE OFFICE OF THE RECORDED OF DEEDS OF COOK COUNTY, ILLINOIS ON AUGUST 4, 1981 AS DOCUMENT 25957953 AND AS SHOWN ON THE PLAT ATTACHED THERETO FALLING WITHIN THE BOUNDARY OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF AND ABUTTING A LINE 170 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 30 ACRES OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 LYING WEST OF AND ABUTTING THE WESTERLY LINE OF ORLAN BROOK DRIVE AND LYING NORTH OF AND ABUTTING THE NORTH LINE OF 159TH STREET AND LYING SOUTH OF A LINE 158 FEET NORTH OF AND PARALLEL WITH THE AFORESAID NORTH LINE OF 159TH STREET, ALL IN ORLAND TOWNSHIP, SAID EASEMENTS BEING THROUGH THE SOUTH 10 FEET AND THE SOUTH 10 FEET OF THE NORTH 14 FEET OF SAID PARCEL, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY CERTAIN EASEMENT AGREEMENT DATED JUNE 18, 1992 AND RECORDED SEPTEMBER 14, 1991 AS DOCUMENT 92680636 MADE BY AND BETWEEN ASSIGNMENT OF MORTGAGE NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 1, 1987 AND KNOWN AS TRUST NUMBER 10428-04 ("WATERFALL OWNER") AND FIRST COLONIAL BANK NORTHWEST, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 17, 1988 KNOWN AS TRUST NUMBER 916 ("OUTLOT OWNER") FOR PASSENGER VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS, AND PASSENGER VEHICULAR PARKING, OVER, UPON, THROUGH AND ACROSS THE SOUTH 158.0 FEET OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF AND ABUTTING THE EAST LINE OF THE WEST 30 ACRES OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 AND LYING WEST OF AND ABUTTING THE WESTERLY LINE OF ORLAN BROOK DRIVE AND LYING NORTH OF AND ABUTTING THE NORTH LINE OF 159TH STREET, AND LYING SOUTH OF AND ABUTTING THE SOUTH LINE OF ORLAN BROOK UNIT 2 (EXCEPT THE WEST 170.0 FEET THEREOF), ALL IN ORLAND TOWNSHIP, IN COOK COUNTY, ILLINOIS.

And

LEGAL DESCRIPTION

THE SOUTH 158.00 FEET OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14. TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPLE MERIDIAN. LYING EAST OF AND ABUTTING THE EAST LINE OF THE WEST 30

ACRES OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 AND LYING WEST OF THE ABUTTING WESTERLY LINE OF ORLAN BROOK DRIVE AND LYING NORTH OF AND ABUTTING THE NORTH LINE OF 159TH STREET. AND LYING SOUTH OF AND ABUTTING THE SOUTH LINE OF ORLAN BROOK UNIT 2. (EXCEPT THE WEST 170.00 FT. THEREOF). SAID PROPERTY SUBJECT TO AN EASEMENT OVER THE WEST 33 FT. THEREOF FOR INGRESS AND EGRESS PER DOCUMENT NUMBER 27062950. ALL IN ORLAND TOWNSHIP, COOK COUNTY, ILLINOIS.

PIN: 27-14-300-065-066

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

3. The Subject Property is located at 8750 -8752 W. 159th Street in the Village and consists of approximately 2.6 acres.

4. The Subject Property is zoned BIZ General Business under the Land Development Code of the Village, as amended (the Code") and is proposed to be developed by the Developer as a Planned Development for the existing two (2) lot two (2) building commercial development known as "Waterfall Plaza". As proposed, the Planned Development will subdivide Parcels 1 and 2 of the Subject Property into two (2) lots resulting in each of the two (2) existing buildings being on its own lot. Parcel 3 of the Subject Property will be a separate lot having frontage on both 159th Street and Orlan Brook Drive. The proposed subdivision lot lines mirror the lot lines as originally proposed in 1993. As subdivided, Lot 1 will be at the north portion of the Subject Property and will contain 59,549 square feet and Lot 2 will front 159th Street and will contain 26,860 square feet.

In addition, the Special Use Planned Development will require modifications from Section 6-210 F.4. of the Code to allow parking and drive aisles in the set back between the building and the street within the south set back and within the east set back, which modifications will not apply to any future re-development of the Subject Property. Conditions for the granting of the Special Use Planned Development are further detailed in SECTION ONE, below.

5. The Village is a Home Rule Unit of government 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 Village's Home Rule powers and the statutes in such cases made and provided.

RECITALS:

1. The parties hereto desire that the Subject Property be developed as described above, subject to Village codes and ordinances and the terms and conditions as hereinafter set forth in this Agreement.

2. The Developer as owner has petitioned the Village for a Special Use Planned Development permit with modifications approval of the associated site plan 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, including the filing of petitions by Developer to request the granting of a Special Use Planned Development for the Subject Property and to enable development as herein provided. The Village has caused the issuance of proper notice and the conduct of all hearings by all necessary governmental entities to effectuate such actions as herein provided, including all hearings as are necessary to effectuate the plan of development herein set forth.

4. All reports by all relevant governmental entities have been submitted enabling appropriate action by the Village Board of Trustees to achieve the following:

(a) Adoption and execution of this Agreement by ordinance;

(b) Adoption of such ordinances as are necessary to effectuate the terms and provisions of this Agreement including the granting of the Planned Development Special Use permit with modifications and site plans, pursuant to the terms and conditions of this Agreement;

(c) The adoption of such other ordinances, resolutions and actions as may be necessary to fulfill and implement this Agreement pursuant to the terms and conditions herein contained.

5. The parties hereto have determined that it is in the best interests of the Village and the Developer and in furtherance of the public health, safety, comfort, morals and welfare of the community to execute and implement this Agreement and that 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.

6. Developer covenants and agrees that it will execute all reasonably necessary directions and issue all reasonably necessary instructions and take all other action necessary to perform its obligations hereunder.

SECTION ONE: Planned Development Special Use with Modifications, Plan Approval, and Design Standards.

A. The Village, upon the necessary hearings before the relevant governmental bodies having taken place pursuant to statute and ordinances in such cases made and provided and pursuant to requisite notice having been given, will by proper ordinance cause the above-described Subject Property to be granted a Planned Development Special Use under the Code to with modifications to allow parking and drive aisles in the set back between the building and the street and within the south and east set backs.

B. The Subject Property shall be developed by Developer substantially in accordance with the Site Plan titled, "SITE PLAN – PD EXHIBIT A" dated November 28, 2018, attached hereto and made a part hereof as "EXHIBIT A" subject to the following conditions:

1. General site maintenance including filing of potholes, repairing and replacing broken curbs, re-sealing and re-stripping the parking lot; maintenance of the parking lot, building lighting and landscape improvements (as depicted by EXHIBIT A), all to be completed:

- a) To meet industry standards and as required by the Village Code; and
- b) Within one (1) year from the Effective Date hereof.

2. Re-milling and re-surfacing of the parking lot within two (2) years of the Effective Date.

3. The pylon signs, dumpster enclosures and all site/building lighting must be brought into compliance with Code requirements within three (3) years from the Effective Date.

4. Provision to the Village of a Letter of Credit, in the Code required form, covering the estimated cost of all landscape improvements.

5. Submission of all proposed signage to the Village, via the sign permitting process, for review and approval, with such restrictions as may be applicable.

6. Developer shall obtain all required building permits before commencing any construction.

C. The Subject Property shall be subdivided in accordance with the Preliminary plat of subdivision titled "WATERFALL PLAZA SUBDIVISION" prepared by Vanderstappen Land Surveying, Inc., dated March 20, 2018, provided Developer submits to the Village a Record Plat of Subdivision for review, approval and recording.

SECTION TWO: Landscaping.

Developer shall construct and install all landscaping requirements per the final landscape plan, meeting all Village Codes.

SECTION THREE: 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, or, with respect to codes and ordinances subsequently adopted by the Village for the protection of life, health and safety and applicable to similar commercial buildings Village-wide, as are in existence during development of the Subject Property. Planning and engineering designs and standards, and road construction and dedication of public improvements, shall be in accordance with the then existing ordinances of the Village, or in accordance with the statutes and regulations of other governmental agencies

having jurisdiction thereof if such standards are more stringent than those of the Village of Orland Park at such time.

No Final Plat of Subdivision shall be executed to the Village an irrevocable letter of credit (the form of security Developer has elected to provide) in a form satisfactory to and from a bank or financial institution and in an amount as provided for in the Code. Said Letter of Credit is to include all costs related to required landscaping. The Village may, in its discretion, permit the amount of said letter of credit (or such other form of security acceptable to the Village) to be reduced, from time to time, as major public improvements are completed. The Village may also require an increase, from time to time, if the estimated cost of completing the public improvements increases more than 3% per annum.

SECTION FOUR: Impact Requirements.

Developer 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 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 FIVE: 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 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 SIX: 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. 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:

1. RPOR Investments, LLC
3500 W. Devon Ave., Suite 200
Lincolnwood, Illinois 60712
2. Marut Shah, Esq.
3500 W. Devon Ave., Suite 200
Lincolnwood, Illinois 60712

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

SECTION SEVEN: Signs.

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

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

A. To Effective Date of Agreement.

The Developer, concurrently with the issuance of the building permit, shall reimburse the Village for reasonable attorney's fees 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.

B. From and After Effective Date of Agreement.

Except as hereinafter provided, upon demand by Village made by and through its President, Developer from time to time shall promptly reimburse Village for all enumerated reasonable expenses and costs incurred by Village in the administration of the Agreement, including and limited to engineering fees, attorneys' fees and out of pocket expenses involving

various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder.

Such costs and expenses incurred by Village in the administration of the Agreement shall be evidenced to the Developer upon its request, by a sworn statement of the Village; and such costs and expenses may be further confirmed by the Developer at its option from additional documents relevant to determining such costs and expenses as designated from time to time by the Developer.

Notwithstanding the immediately preceding paragraph, Developer shall in no event be required to reimburse Village or pay for any expenses or costs of Village as aforesaid more than once, whether such are reimbursed or paid through special assessment proceedings, through fees established by Village ordinances or otherwise.

In the event that any third party or parties institute any legal proceedings against any party hereto, which relate to the terms of this Agreement, then, in that event, the Developer on notice from Village shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:

- (1) Developer 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 Developer on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Developer shall reimburse the Village from time to time on written demand from the President of 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 a party hereto institutes legal proceedings against any other party for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against the unsuccessful party all expenses of such legal proceedings incurred by the successful party, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred in connection therewith. Either party may, in its sole discretion, appeal any such judgment rendered in favor of the other party.

SECTION NINE: Warranties and Representations.

The Developer represents and warrants to the Village as follows:

1. Developer is the legal title holder and the owner of record of the Subject Property as indicated on the first page of this Agreement.

2. Developer proposes to develop the Subject Property in the manner contemplated in this Agreement.

3. Other than Developer, no other entity or person has any interest as of the date hereof 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 said legal description is accurate and correct.

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

SECTION ELEVEN: 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 either 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 TWELVE: 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 THIRTEEN: Singular and Plural.

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

SECTION FOURTEEN: 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 FIFTEEN: Recording.

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

SECTION SIXTEEN: Authorization to Execute.

The officers of Developer executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on their 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 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 SEVENTEEN: 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 EIGHTEEN: Counterparts.

This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

SECTION NINETEEN: 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: 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-ONE: 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-TWO: 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-THREE: 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:

RPOR INVESTMENTS, LLC,
an Illinois limited liability company

By: _____

Its _____
Member/Manager

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.

My commission expires _____

Notary Public

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 _____, personally known to me to be the member/manager of RPOR INVESTMENTS, LLC, an Illinois limited liability company, and the same person whose name is subscribed to the foregoing instrument as said member/manager of RPOR INVESTMENTS, LLC, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this _____ day of _____, 2020.

Notary Public

Commission expires: _____