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This document prepared by:  
Rinda Y. Allison  
Klein, Thorpe and Jenkins, Ltd.  
20 North Wacker Drive, Suite 1660  
Chicago, IL 60606

Doc#: 0807822088 Fee: \$110.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 03/18/2008 02:27 PM Pg. 1 of 15

For Recorder's Use Only

## DEVELOPMENT AGREEMENT (OASIS ENTERPRISES, 15565 & 15601 SOUTH 70TH COURT)

### INTRODUCTION

1. This Agreement entered into this 17<sup>th</sup> day of February, 2008, by and between the VILLAGE OF ORLAND PARK, an Illinois Municipal Corporation (hereinafter referred to as the "Village") and ELIM CHRISTIAN SERVICES, an Illinois not-for-profit corporation (hereinafter referred to as "Developer").

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

LOT 114 AND THE SOUTH 100 FEET OF LOT 115 IN CATALINA'S COMMERCIAL AND INDUSTRIAL SUBDIVISION OF LOTS 3 AND 6 IN SILVER LAKES GARDENS UNIT NUMBER 7, RECORDED MARCH 22, 1976. ALL IN COOK COUNTY, ILLINOIS.

P.I.N. No. 28-18-310-010 and 28-18-310-003

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

3. The Subject Property is located at 15565 and 15601 South 70th Court in the Village and consists of approximately 1.37 acres.

4. The Subject Property is being developed by the Developer as an approximately 24,000 square foot building with a sheltered workshop for adults that will provide job training and light assembly and packaging of goods in the MFG Manufacturing District pursuant to the Village's Land Development Code (the "Code").

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

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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 developed in the Village, subject to the terms and conditions as hereinafter set forth and that the Subject Property be zoned and developed in the manner as set forth in this Agreement.
2. The Developer has petitioned the Village for consolidation of two lots into one and construction of an addition that will connect the buildings on each lot into a single building on the consolidated lot in the MFG District, and zoning variations 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 a petition by Developer requesting variations for the Subject Property to enable development as herein provided. The Village has caused the issuance of proper notice and the conduct of all hearings by all necessary governmental entities to effectuate such development 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) Adoption of such ordinances as are necessary to effectuate the terms and provisions of this Agreement including the granting of the variations as set forth in 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 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.
6. Developer covenants and agrees that it will execute all necessary directions and issue all necessary instructions and take all other action necessary to direct and require Developer to perform its obligations hereunder.

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## SECTION ONE: Variations, Plan Approval and Subdivision.

A. The Subject Property shall be developed with an approximately 4,000 sq. ft. building addition connecting the two existing buildings of approximately 10,000 sq. ft. each, substantially in accordance with the Preliminary Plan entitled "Preliminary Site Plan for Oasis Enterprises," dated 9/14/2007, drawn by Lagestee-Mulder Construction, Development and Real Estate, project number 213-06, appended hereto and incorporated herein as EXHIBIT A. The Developer agrees that the Subject Property shall be developed substantially in accordance with said Preliminary Plan (EXHIBIT A) 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, subject to the condition that a Final Landscape Plan be submitted for review and approval that includes the following:

1. Addition of a "Type D buffer yard" (see Code Section 6-305) in the 30-foot setback to the rear of the building, including the preservation of any existing healthy plant material; and
2. Planting of two additional Honey Locust trees in the parkway, to be located in front of the southern parking lot; and
3. Addition of a minimum of fourteen (14) additional evergreen shrubs between the face of the southern parking lot and 70th Court; and
4. Addition of a minimum of one (1) tree and five (5) low shrubs in each new tree island; and
5. Addition of five (5) evergreen trees to the south of the southern parking lot expansion; and
6. Addition of a minimum of three (3) evergreen or ornamental trees and ten shrubs in each of the new planting beds adjacent to the loading docks; and
7. Preservation of existing healthy plant material on the site wherever possible.

B. The requested variances from the number of otherwise required parking spaces from 47 to 35 and from the location requirements for loading docks to permit three head-in loading docks between the building and the street, are conditioned on completion of the landscaping required in part A, above.

C. Building elevations shall be pursuant to the Building Elevations prepared by Lagestee-Mulder, dated 9-14-07, Project Number 213-06, Sheet A2.

D. Developer shall consolidate the two lots comprising the Subject Property and record a plat of consolidation with the Cook County Recorder's Office before the issuance of building permits for development of the Subject Property.

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## SECTION SEVEN: Easements.

The 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 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 thereunder. It shall be the responsibility of the Developer to obtain all easements, both on site and off site, necessary to serve the Subject Property.

## SECTION EIGHT: Developmental Codes and Ordinances and General Matters.

The development of the Subject Property 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 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 occupancy permit shall be issued for any building prior to the completion and acceptance by the Village of the required public improvements. All required public improvements shall be completed within one (1) year from the date hereof and the Developer shall deliver to the Village an irrevocable letter of credit in a form satisfactory to and from a bank or financial institution and in an amount as provided for in the Land Development Code of the Village, said Letter of Credit to include all costs related to required lighting, landscaping, sidewalk, sewer and water lines and storm water management facilities. The Village Engineer may, in his discretion, permit the amount of said letter of credit to be reduced, from time to time, as major public improvements are completed.

## 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.

## SECTION TEN: Impact Requirements.

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.

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## SECTION ELEVEN: Binding Effect and Term and Covenants Running with the Land.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, successor owners of record of the Subject Property, assignees, lessees and upon any successor municipal authorities of said Village and successor municipalities, for a period of seven (7) years from the date of execution hereof and any extended time that may be agreed to by amendment.

The terms and conditions of this Agreement relative to the payment of monies to the various contributions to the Village, construction and/or dedication of public improvements, granting of easements to the Village, dedication of rights-of-way to the Village and the developmental standards established herein shall constitute covenants which shall run with the land.

## SECTION TWELVE: Notices.

Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be personally delivered to or mailed by United States Certified mail, postage prepaid and return receipt requested, as follows:

### For the Village:

1. Daniel J. McLaughlin  
Village President  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462
2. David P. Maher  
Village Clerk  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462
3. E. Kenneth Friker  
Village Attorney  
Klein, Thorpe & Jenkins, Ltd.  
15010 S. Ravinia Avenue, Suite 17  
Orland Park, Illinois 60462

### For the Developer:

1. Elim Christian Services  
13020 South Central Avenue  
Palos Heights, IL 60463  
Att'n: Bob Stine

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2. John A. Hiskes  
Hiskes, Dillner, O'Donnell, Marovich & Lapp Ltd.  
10759 W. 159<sup>th</sup> St., Suite 201  
Orland Park, IL 60467

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

## SECTION THIRTEEN: 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, and shall have reasonable setbacks from streets and highways as the interest of safety may require.

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

### A. To Effective Date of Agreement.

The Developer concurrently with 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 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 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.

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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 unless such suit arises solely out of the gross negligence or willful misconduct of the Village; 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 or 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 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 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 may, in its sole discretion, appeal any such judgment rendered in favor of the Village against Developer.

## SECTION FIFTEEN: Warranties and Representations.

The Developer represents and warrants to the Village as follows:

1. The Developer is the legal titleholder and the owner of record of the Subject Property as indicated on the first page of this Agreement.
2. The Developer proposes to develop the Subject Property in the manner contemplated under this Agreement.
3. Other than Developer, no other entity or person has any interest in the Subject Property or its development as herein proposed.

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4. Developer has provided the legal description of the Subject Property set forth on Exhibit A to this Agreement and the attached Exhibits and said legal description is accurate and correct.

5. With respect to any real estate herein which will become property of the Village, Developer warrants and represents, to the best of its knowledge, that during the period of its ownership or control over said Subject Property it has no knowledge of, nor reason to suspect, that there has been any underground storage (or other) tank or any presence, disposal, release or threatened release of hazardous substances or hazardous wastes on, from or under the property, by or through Owner or Developer or any other party whatsoever. Developer similarly represents and warrants that to the best of its knowledge, there was no underground storage (or other) tank and not any presence, disposal, release or threatened release of hazardous substances or hazardous waste on, from or under the property prior to their acquisition of ownership or control of the property.

Developer similarly further represents and warrants that to the best of its knowledge, the property (including underlying soil and ground water conditions) is not in violation of any state, local, federal, municipal or other law, statute, regulation, code, ordinance, decree or other relating to hygienic or environmental conditions, and during ownership or control of the property by Developer, no party has stored or disposed of any flammable explosives, radioactive materials, hazardous waste, toxic substances or other related materials on, under or about the property. Developer shall and does hereby agree to indemnify, protect, defend, and hold the Village harmless from and against any claims, losses, demands, costs, proceedings, suits, liabilities, damages and causes of action, including consequential damages and reasonable attorneys' fees of counsel selected by the Village and other costs of defense incurred, arising against or suffered by the Village of its assigns as a consequence, directly or indirectly, of any material misrepresentation by Developer of the foregoing representations and warranties, whether discovered before or after the conveyance of any of the Subject Property to the Village.

## 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, 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 by this Agreement until such obligations have been fully performed or until Village, at its sole option, has otherwise released it 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



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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. Wherever Village approval is required, it will not be unreasonably withheld, conditioned or delayed.

## SECTION NINETEEN: Singular and Plural.

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

## SECTION TWENTY: Section Headings and Subheadings.

All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

## SECTION TWENTY-ONE: Recording.

A copy of this Agreement and any amendment thereto shall be recorded with the Cook County Recorder's Office by the Village at the expense of the Developer.

## SECTION TWENTY-TWO: Authorization to Execute.

The officers of Developer executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on Developer's 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 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

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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 to 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 herefrom and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve Village from performance under such invalid provision of this Agreement.

## SECTION TWENTY-EIGHT: Definition of Village.

When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village unless the context clearly indicates otherwise.

## SECTION TWENTY-NINE: Execution of Agreement.

This Agreement shall be signed last by the Village and the President of the Village shall affix the date on which he signs this Agreement on page 1 hereof which date shall be the effective date of this Agreement.

VILLAGE OF ORLAND PARK, an  
Illinois Municipal Corporation

By:

  
Village President

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ATTEST:

By: David P. Maher  
Village Clerk

By: Joseph S. La Margo  
Deputy Clerk

DEVELOPER

ELIM CHRISTIAN SERVICES., an Illinois not-for-profit corporation

By: [Signature]  
Its PRESIDENT

ATTEST:

By: Bert Kump  
Its Board Chairman

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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 Bill Lodewyk and Bert Kamp personally known to me to be the President and Chairman of the Board of ELIM CHRISTIAN SERVICES, 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 Chairman of the Board appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts 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 30<sup>th</sup> day of Jan, 2008.

My commission expires 12/26/08

[Signature]  
Notary Public



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**EXHIBIT  
FORWARD  
TO PLAT COUNTER  
FOR SCANNING**

BK