VILLAGE OF ORLAND PARK

14700 Ravinia Avenue
Orland Park, IL 60462
www.orland-park.il.us

Ordinance No: 4763 **File Number: 2012-0674**

ORDINANCE AUTHORIZING DEVELOPMENT AGREEMENT (MARQUETTE BANK - SOUTHEAST CORNER OF LAGRANGE ROAD AND 143RD STREET)

VILLAGE OF ORLAND PARK

STATE OF ILLINOIS, COUNTIES OF COOK AND WILL

Published in pamphlet form this 20th day of November, 2012 by authority of the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois.

VILLAGE OF ORLAND PARK

Ordinance No: 4763

ORDINANCE AUTHORIZING DEVELOPMENT AGREEMENT (MARQUETTE BANK - SOUTHEAST CORNER OF LAGRANGE ROAD AND 143RD STREET)

WHEREAS, the Corporate Authorities of the Village of Orland Park, Cook and Will Counties, Illinois, did consider a Development Agreement for the development of certain property within the corporate limits of the Village of Orland Park, said Agreement being entitled "DEVELOPMENT AGREEMENT (MARQUETTE BANK - SOUTHEAST CORNER OF LAGRANGE ROAD AND 143RD STREET), a true and correct copy of which is attached hereto and made a part hereof as EXHIBIT 1; and

WHEREAS, the Corporate Authorities of the Village of Orland Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Orland Park that said Agreement be entered into by the Village of Orland Park.

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, as follows:

SECTION 1

This President and Board of Trustees of the Village of Orland Park hereby find that it is in the best interests of the Village of Orland Park and its residents that the aforesaid "DEVELOPMENT AGREEMENT (MARQUETTE BANK - SOUTHEAST CORNER OF LAGRANGE ROAD AND 143RD STREET)" be entered into and executed by said Village of Orland Park with said Agreement to be substantially in the form attached hereto and made a part hereof as EXHIBIT 1.

SECTION 2

The President and Clerk of the Village of Orland Park, Cook and Will Counties, Illinois, are hereby authorized to execute for and on behalf of said Village of Orland Park the aforesaid Agreement; provided, however, that all of the other parties to said Agreement have properly signed and executed the same.

SECTION 3

This Ordinance shall take effect from and after its passage, approval and publication in the manner provided by law. That the Village Clerk is hereby directed and ordered to publish this Ordinance in pamphlet form.

VILLAGE OF ORLAND PARK

Ordinance No: 4763

PASSED this 19th day of November, 2012

David P. Maher, Village Clerk

Aye:	6	Trustee Fenton, Trustee O'Halloran, Trustee Schussler, Trustee Gira, Trustee Griffin Ruzich, and President McLaughlin
Nay:	0	
Absent:	1	Trustee Dodge

DEPOSITED in my office this 19th day of November, 2012

David P. Maher, Village Clerk

APPROVED this 19th day of November, 2012

Daniel J. McLaughlin, Village President

PUBLISHED this 20th day of November, 2012

David P. Maher, Village Clerk

Prepared by:

E. Kenneth Friker
Klein, Thorpe & Jenkins, Ltd.
15010 S. Ravinia – Suite 10
Chicago, IL 60606

For Recorder's Use Only

DEVELOPMENT AGREEMENT
(MARQUETTE BANK – SOUTHEAST CORNER OF LAGRANGE ROAD AND 143RD STREET)

INTRODUCTION

1. This Agreement entered into this _____ day of _____, 2012, by and between the VILLAGE OF ORLAND PARK, an Illinois Municipal Corporation (hereinafter referred to as the "Village"), and MARQUETTE BANK, an Illinois banking corporation, (hereinafter referred to as "Owner") of the Subject Property legally described below.

2. The Property subject to this Agreement is legally described as follows:

PARCEL 1: 27-10-100-011

LOT 1 IN OWNERS' SUBDIVISION OF THE EAST 280.00 FEET OF THE WEST 746.70 FEET OF THE NORTH 466.70 FEET OF THE NORTH 70 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE FEE SIMPLE TITLE THEREOF TO THAT PART THEREOF VESTED IN THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS, BY DECREES ENTERED IN CASE NO. 97L51038 AND CASE NO. 97L51039, IN COOK COUNTY, ILLINOIS.

PARCEL 2: 27-10-100-010

LOT 2 IN OWNERS' SUBDIVISION OF THE EAST 280.00 FEET OF THE WEST 746.70 FEET OF THE NORTH 466.70 FEET OF THE NORTH 70 ACRES OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE FEE SIMPLE TITLE THEREOF TO THAT PART THEREOF VESTED IN THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS, BY DECREE ENTERED IN CASE NO. 97L51124, IN COOK COUNTY, ILLINOIS.

PARCEL 3: 27-10-100-101

THAT PART OF LOTS 2 AND 3 IN 144TH PLACE COMMERCIAL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTH 89 DEGREES 52 MINUTES EAST, 436.55 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 00 DEGREES 41 MINUTES 57 SECONDS WEST, 125.00 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES WEST, 291.55 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 57 SECONDS WEST, 112.02 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES WEST, 145.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 00 DEGREES 41 MINUTES 57 SECONDS EAST, 237.02 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED LAND: THAT PART OF LOT 2 IN 144TH PLACE COMMERCIAL SUBDIVISION, BEING A SUBDIVISION AS RECORDED PER DOCUMENT NO. 26739525, OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTH 89 DEGREES 52 MINUTES EAST 122.21 FEET ALONG THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 126.00 FEET ALONG A LINE THAT FORMS AN ANGLE OF 89 DEGREES 52 MINUTES 00 SECONDS AS MEASURED FROM WEST TO SOUTH; THENCE EAST 21.26 FEET ALONG A LINE THAT FORMS AN ANGLE OF 89 DEGREES 52 MINUTES 00 SECONDS AS MEASURED FROM NORTH TO EAST; THENCE SOUTH 00 DEGREES 41 MINUTES 57 SECONDS WEST 111.01 FEET, TO THE SOUTHERNMOST SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 89 DEGREES 52 MINUTES WEST 145.00 FEET ALONG THE SOUTH LINE OF SAID LOT 2, TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 00 DEGREES 41 MINUTES 57 SECONDS EAST 237.02 FEET ALONG THE WEST LINE OF SAID LOT 2, TO THE HEREIN DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4: 27-10-100-016

THE WEST 200.00 FEET OF THE NORTH 200.00 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS EXCEPTING THEREFROM THE FOLLOWING: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF SAID SECTION 10; THENCE NORTH 88 DEGREES 12 MINUTES 11 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, 200.00 FEET TO THE EAST LINE OF THE WEST 200.00 FEET OF SAID NORTHWEST 1/4; THENCE SOUTH 01 DEGREES 38 MINUTES 33 SECONDS EAST ALONG SAID EAST LINE, 50.00 FEET TO THE SOUTH LINE OF 143RD ST (100-FEET WIDE) FOR THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 38 MINUTES 33 SECONDS EAST ALONG SAID EAST LINE, 14.00 FEET; THENCE SOUTH 88 DEGREES 12 MINUTES 11 SECONDS WEST ALONG A LINE 64.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4, 91.84 FEET; THENCE SOUTH 44 DEGREES 06 MINUTES 13 SECONDS WEST, 48.13 FEET TO A LINE 74 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF 96TH AVENUE (LAGRANGE ROAD); THENCE SOUTH 00 DEGREES 49 MINUTES 57 SECONDS EAST ALONG SAID PARALLEL LINE, 102.52 FEET TO

THE SOUTH LINE OF THE NORTH 200.00 FEET OF THE WEST 200.00 FEET OF THE WEST 1/2 OF SAID NORTHWEST 1/4; THENCE SOUTH 88 DEGREES 12 MINUTES 11 SECONDS WEST ALONG SAID SOUTH LINE, 24.00 FEET TO THE EAST LINE OF 96TH AVENUE (LAGRANGE ROAD 100-FEET WIDE) TAKEN FOR RIGHT-OF-WAY PURPOSES PER DOCUMENT RECORDED SEPTEMBER 24, 1928 AS NUMBER 10155682; THENCE NORTH ALONG SAID EAST LINE OF 96TH AVENUE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) NORTH 00 DEGREES 49 MINUTES 57 SECONDS WEST, 125.02 FEET; 2) ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST AND NONTANGENT TO THE LAST DESCRIBED LINE, HAVING A RADIUS OF 25.00 FEET, HAVING A CHORD BEARING OF NORTH 43 DEGREES 16 MINUTES 49 SECONDS EAST, 39.33 FEET TO SAID SOUTH LINE OF 143RD STREET (100-FEET WIDE) BEING A LINE 50 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE NORTH 88 DEGREES 12 MINUTES 11 SECONDS EAST ALONG SAID SOUTH LINE OF 143RD STREET, 125.01 FEET TO THE PLACE OF BEGINNING.

PARCEL 5: 27-10-100-019

THE WEST 466.70 FEET OF THE NORTH 466.70 FEET (EXCEPT (i) THE NORTH 200.0 FEET OF THE WEST 200.0 FEET THEREOF AND (ii) THE SOUTH 200.0 FEET OF THE WEST 250.0 FEET THEREOF) OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ALSO EXCEPTING THEREFROM THE FOLLOWING: THAT PART OF THE NORTH 466.70 FEET OF THE WEST 466.70 FEET OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF SECTION 10; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING; THENCE EASTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 58.32 FEET TO A POINT; THENCE SOUTHERLY ALONG A STRAIGHT LINE A DISTANCE OF 66.71 FEET TO A POINT, SAID POINT BEING 57.42 FEET EAST OF THE WEST LINE OF SAID NORTHWEST 1/4; THENCE WESTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 57.42 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST 1/4; THENCE NORTHERLY ALONG SAID WEST LINE A DISTANCE OF 66.70 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART TAKEN FOR ROAD PURPOSES BOTH BY DEDICATION OR BY OCCUPATION AND CONVEYED BY WARRANTY DEED TO THE VILLAGE OF ORLAND PARK PER DOC# 1024318063, IN COOK COUNTY, ILLINOIS.

PARCEL 6: 27-10-100-102

THAT PART OF LOT 2 IN 144TH PLACE COMMERCIAL SUBDIVISION, BEING A SUBDIVISION AS RECORDED PER DOCUMENT NO. 26739525, OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTH 89 DEGREES 52 MINUTES EAST 122.21 FEET ALONG THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 126.00 FEET ALONG A LINE THAT FORMS AN ANGLE OF 89 DEGREES 52 MINUTES 00 SECONDS AS MEASURED FROM WEST TO SOUTH; THENCE EAST 21.26 FEET ALONG A LINE THAT FORMS AN ANGLE OF 89 DEGREES 52 MINUTES 00 SECONDS AS MEASURED FROM NORTH TO EAST; THENCE SOUTH 00 DEGREES 41 MINUTES 57 SECONDS WEST 111.01 FEET, TO THE SOUTHERNMOST SOUTHEAST CORNER OF SAID LOT 2; THENCE

SOUTH 89 DEGREES 52 MINUTES WEST 145.00 FEET ALONG THE SOUTH LINE OF SAID LOT 2, TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 00 DEGREES 41 MINUTES 57 SECONDS EAST 237.02 FEET ALONG THE WEST LINE OF SAID LOT 2, TO THE HEREIN DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PINS: 27-10-100-010, -011, -016, -019, -101 & -102

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

3. The Subject Property is generally located at 9449-9513 West 143rd Street, in the Village of Orland Park and consists of approximately 7.141 acres.

4. The Subject Property will be developed by the Owner for a Planned Development with multiple lots, including a building with a drive-through, in the VCD Village Center 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 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 as a Planned Development with multiple lots, including a building with a drive-through, subject to the terms and conditions as hereinafter set forth and that the Subject Property be developed in the manner as set forth in this Agreement.

2. The Owner has petitioned the Village for development approval and a special use ordinance for a Planned Development under the existing VCD Village Center zoning classification. Also requested are modifications to exceed the minimum detention pond setback, the maximum detention pond side slopes, dumpster location and lighting fixture intensity and height maximums.

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 Owner requesting approval of a special use ordinance 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.

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) Immediately following the Village's adoption of the ordinance approving and authorizing the execution of this Agreement, the Village shall adopt such ordinances as are

necessary to effectuate the terms and conditions of this Agreement, including adoption of a Special Use ordinance for a Planned Development in the VCD Village Center District and the granting of modifications to the detention setback requirement, the maximum detention pond side slopes, the dumpster location and lighting fixture height and intensity maximums; and

(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 Owner and in furtherance of the public health, safety, comfort, morals and welfare of the community to execute and implement this Agreement and that such implementation of this Agreement and development of the Subject Property pursuant to its terms and conditions will constitute an improvement of the tax base of the Village, be in implementation of the comprehensive plan of the Village and will constitute a preservation of environmental values.

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

SECTION ONE: Special Use Permit Amendment, Zoning, 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 grant the above-described Subject Property a Special Use, with modifications, for a Planned Development with multiple lots, including a building with a drive-through, as referred to in the above RECITALS.

B. The Subject Property shall be developed by Owner substantially in accordance with the site plan appended hereto and incorporated herein as **EXHIBIT A** entitled "Final Site Plan Marquette Bank Redevelopment" prepared by Jacob & Hefner Associates dated April 13, 2012, and last revised August 24, 2012, subject to the following conditions:

The Owner shall:

1. Obtain Village approvals when additional buildings are proposed on the other Planned Development lots;

2. Consolidate Lot 3 into the existing Giordano's lot (parcel to the west and south of the Subject Property) prior to the construction of the proposed parking lot. Provided, however, that the Village understands that the owner of the Giordano's property is purchasing Lot 3 from Owner in order to construct and use a parking lot as part of the Giordano's restaurant operation and therefore said owner of the Giordano's property will, with Owner's cooperation, be consolidating Lot 3 into its existing property. Parking lot construction permits will not be issued by the Village prior to completion of the Lot 3 consolidation;

3. Obtain permission from the property owner south of Lot 3 to connect the new Lot 3 parking lot to their existing lot prior to the lot's construction. Every reasonable effort should be made to obtain permission, otherwise the Lot 3 parking lot drive should be stubbed at the southern property line;

4. Meet all final engineering and building code related items;

5. Adjust monument signage to meet setback requirements. All signage must be approved through the Village sign permitting process;

6. Submit a Final Landscape Plan, meeting all Village Codes, for separate review and approval within 60 days of the final engineering approval. In addition to meeting all Code requirements, the plan shall address these items:

a. Submit a Tree Survey for all existing trees to be removed that exceed 4" trunk caliber prior to the issuance of any demolition permits;

b. Include Tree Mitigation Plan information on the Final Landscape Plan for all existing trees to be removed that exceed 4" trunk caliber;

c. Include details for the focal point feature proposed in the front of the bank, similar to the one shown on the preliminary Landscape Plan;

d. Provide details for the "amenity area" identified on the Site Plan (**EXHIBIT A**) along the northern edge of the pond that should include landscaping, seating, and picnic tables that exceeds Code requirements;

e. The pond must be designed in a natural style with a native edge, and be extensively landscaped with trees and shrubs that exceed Code requirements;

f. Parkway trees should be included along all sidewalks including carriage walks on both sides of the streets and drives;

g. Show the decorative fence along 143rd Street on the Landscape Plan that extends to 95th Avenue;

h. Provide heavy landscape screening that exceeds Code requirements along the 143rd Street parking lot edge; and

i. Provide enhanced landscaping that exceeds Code requirements around dumpster area.

C. In addition, the Subject Property shall be developed in accordance with elevations titled "Marquette Bank Building Elevations" by Cordogan, Clark and Associates, Inc., pages A5.1, A5.2 and A5.3 dated July 2, 2012, revised August 24, 2012; page A7.4 dated May 30,

2012, and fence detail page CCA #08350 received August 27, 2012, provided all mechanical equipment is screened either at grade level with landscaping or hidden behind the roof line.

D. The Subject Property shall also be subdivided for a seven (7) lot subdivision as shown on **EXHIBIT A** referenced in B, above, subject to the following conditions:

1. Owner shall consolidate proposed Lot 3 with the existing Giordano's lot (parcel to the west and south of the Subject Property) prior to construction of the parking lot, as set forth in SECTION ONE B.2. above.

2. Owner shall submit the final plat of subdivision to the Village for approval and recording.

E. The following are additional conditions for approval of the Special Use Permit for a Planned Development:

1. The Village will take appropriate action to terminate the three (3) existing Special Use Permits for the Subject Property as previously authorized by Village Ordinance Nos. 1329, 2176 and 2919.

2. a. With 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 Property (except that portion of the Property to be excluded pursuant to subsection b. below) for the future repair and maintenance of the private drives (access easements) and stormwater management facilities as described and delineated on **EXHIBIT A** if said maintenance and repair are not done by Owner in accordance with Village Code. Owner will waive any statutory objections to the formation of said Special Service Area and will consent to the proposed future tax levy required for any such repair and maintenance. Owner will provide, by recorded covenants or conditions, for all necessary cross access and shared maintenance among future lot owners with respect to the private drive (access easements) and stormwater management facilities.

b. That portion of the Property, consisting of approximately 0.353 acres, shown as the Lot 3 additional parking area for the Giordano's restaurant on **EXHIBIT A** and legally described below, shall be excluded from the Special Service Area described in Paragraph 2a. above.

Metes and Bounds Legal Description (Lot 3)

PART OF THE WEST 466.70 FEET OF THE NORTH 466.70 FEET OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 12 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING BOUNDED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 01 DEGREES 34 MINUTES 24 SECONDS EAST (BASIS OF BEARINGS – ILLINOIS STATE PLANE COORDINATES EAST ZONE – NAD83) ALONG THE WEST

LINE OF SAID QUARTER SECTION 266.70 FEET TO A POINT LYING 266.70 FEET SOUTH OF AND PERPENDICULAR TO THE NORTH LINE OF SAID QUARTER SECTION; THENCE NORTH 88 DEGREES 13 MINUTES 21 SECONDS EAST PARALLEL WITH AND 266.70 FEET SOUTH OF THE NORTH LINE OF SAID QUARTER SECTION 250.00 FEET TO A POINT LYING 250.00 FEET EAST OF AND PERPENDICULAR TO THE WEST LINE OF SAID QUARTER SECTION, SAID POINT ALSO BEING THE **POINT OF BEGINNING** OF THIS DESCRIPTION; THENCE SOUTH 01 DEGREES 34 MINUTES 24 SECONDS EAST PARALLEL WITH AND 250.00 FEET EAST OF THE WEST LINE OF SAID QUARTER SECTION 200.00 FEET TO A POINT LYING 466.70 FEET SOUTH OF AND PERPENDICULAR TO THE NORTH LINE OF SAID QUARTER SECTION; THENCE NORTH 88 DEGREES 13 MINUTES 21 SECONDS EAST PARALLEL WITH AND 466.70 FEET SOUTH OF THE NORTH LINE OF SAID QUARTER SECTION 81.01 FEET; THENCE NORTH 01 DEGREES 34 MINUTES 24 SECONDS WEST PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION 173.04 FEET; THENCE NORTH 67 DEGREES 58 MINUTES 02 SECONDS WEST 66.78 FEET TO A POINT LYING 266.70 FEET SOUTH OF AND PERPENDICULAR TO THE NORTH LINE OF SAID QUARTER SECTION; THENCE SOUTH 88 DEGREES 13 MINUTES 21 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION 19.82 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.353 ACRES, MORE OR LESS.

3. The aforesaid Special Use Permit for a Planned Development shall include the following modifications to Village Codes:

a. The detention pond setback minimum of 25 feet is reduced to 15 feet;

b. The detention pond slopes are increased from 4 to 1, to 3 to 1;

c. The dumpster shall be located between the building on proposed Lot 1 and proposed 95th Avenue;

d. Lighting fixtures may exceed current Code limits but shall not exceed the lighting Variances granted by the Village for the "Orland Crossing" development immediately north of the Subject Property.

Owner agrees that the entire Subject Property shall be developed substantially in accordance with said plan (**EXHIBIT A**) as approved or as may be subsequently amended by Owner and approved by the Village.

Owner agrees that permission for the construction of those public improvements which require approval from the Metropolitan Water Reclamation District of Greater Chicago or any other governmental agency, must be obtained. Owner agrees to maintain and keep in good repair the public improvements that are to be constructed until accepted by the Village.

The parties hereto agree to cooperate in obtaining, expediting and submitting such necessary documents as may be required for the approval thereto from the Metropolitan Water

Reclamation District of Greater Chicago, or any other governmental agency. Owner agrees to construct any improvements required by the aforesaid permit at Owner's sole expense.

All public improvements required to serve the Subject Property shall be constructed and installed prior to occupancy or no later than two (2) years from the date that the Plat of Subdivision of the Subject Property has been approved, whichever first occurs, unless extended by Agreement. If the date of completion falls after September 30, but prior to May 30, the completion date shall be the following May 30. Private improvements, including the interior private drives (proposed Lots 6 and 7), the private detention basin (proposed Lot 4), any interior sidewalks and all similar improvements shall be installed and maintained by the Owner, or its successors in the case of Lot 7, and will not be considered or included as 'public improvements' within the development.

F. Owner shall install or cause to be installed at its own expense Roundway and Buffalo Box combinations. The Owner agrees to pay for the actual cost and inspection fee for the installation of a water meter of the type required by the Village, and appurtenances. All of the facilities herein described shall be located as determined by the Village.

G. The Village shall have the right to require such soil boring tests as it determines for the building pad on the Subject Property.

SECTION TWO: Contributions.

Because of Owner's construction of the 95th Avenue and 143rd Place roadway improvements on the Subject Property, Owner shall be exempt from payment of the Village's Fair Share Road Exaction Fee for Owner's building to be constructed on Lot 1. Any other future development on the Subject Property shall pay to the Village the Fair Share Road Exaction Fee - $1.15 per square foot for retail space and $0.90 per square foot for office space.

Said sum of money shall be a lien on the Subject Property until paid, and Owner acquiesces and agrees to the payment of said sum being a lien on the Subject Property subordinate to any acquisition loan or construction development loan of this or any subsequent Owner of the Subject Property from the date hereof. In the event of a default in the payment of said sums, or any part thereof, the Village shall have the right to foreclose the lien aforesaid in the same manner as provided for with respect to a mortgage foreclosure. Other than such payments to the Village as provided in this Agreement as well as the customary permit and inspection fees, no additional contributions, impact or exaction fees shall be paid to the Village by Owner.

Village shall solely determine how said sum so paid shall be allocated and disbursed.

Sums of money required to be paid hereunder shall be obligations of the Owner and all successors in title, and no conveyance of the Subject Property shall relieve Owner or any subsequent Owner, of said obligation. In the event of a default in payment, in addition to the remedy of foreclosure of the lien aforementioned, Village shall have all other rights and remedies against Owner or any subsequent owner for the collection of monies.

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

The stormwater management system for the Subject Property shall be constructed, installed and perpetually maintained by the Owner and successors in title in accordance with final drainage plans and maintenance standards approved by the Village. The storm water management program for the Subject Property shall be constructed and installed by the Owner, in accordance with final drainage plans approved by the Village. Such system shall include all storm water management facilities, including both on-site and off-site storm sewers, if needed, in accordance with final engineering plans approved by the Village. The design criteria, construction and maintenance of the storm sewers 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 Owner at its expense.

SECTION FOUR: Water Supply.

Owner shall be required to construct and install at its expense all necessary on-site water mains to service the Subject Property. All such water mains shall be constructed and installed in accordance with the Code and final engineering plans approved by the Village. The Owner shall pay to the Village the required water connection charge(s) based upon the size of the connection(s) in accordance with Village ordinances and pursuant to the terms of the Build Orland Program.

SECTION FIVE: Sanitary Sewers.

Owner shall be required to construct and install at its expense all necessary sanitary sewers to service the Subject Property in accordance with the Land Development Code of the Village and final engineering plans approved by the Village. Sanitary sewer shall be installed across the proposed access drive in order to allow future service to vacant westerly parcels. Owner agrees that no surface water is to be discharged into the sanitary sewerage collection system and Owner will make adequate provision that this will not occur.

SECTION SIX: Private Drives, Sidewalks and Stormwater Management Facilities.

The Owner shall construct and install all private drives (access easements), sidewalks and stormwater management facilities as shown in **EXHIBIT A** (and as modified in accordance herewith) and in accordance with the Code and approved engineering.

SECTION SEVEN: Easements.

Owner agrees at the time of approval of this Development Agreement to grant to the Village, and/or obtain grants to the Village of, all reasonably necessary easements for the extension of sewer, water, street, or other utilities, including cable television, or for other improvements that may serve not only the Subject Property, but other territories in the general area, including the easements referenced and delineated in **EXHIBIT A** provided that such

easements, if any, shall not be located so as to interfere with the development and use of the Subject Property as approved herein.

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

SECTION 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 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.

The Village shall issue conditional certificates of occupancy for buildings to be constructed on the Subject Property, provided all sanitary sewer and water improvements, stormwater management facilities, driveway(s) and rights of way required to serve such buildings have been completed to the satisfaction of the Village, within a reasonable time after submission of a proper application therefor, including all documents or information required to support such application. If the application is not approved, the Village shall provide a written statement to Owner specifying the reasons for denial of the application including the specification of the requirements of law which the application and supporting documents fail to meet. The Village agrees to issue such certificates of occupancy upon Owner's compliance with the requirements of law identified by the Village after its first inspection of the subject building. Conditional certificates of occupancy shall be issued by the Village notwithstanding that landscaping and grading improvements have not been completely finished due to adverse weather conditions, subject to the following: (1) Owner posts security in an amount satisfactory to complete said work as determined by the Village, (2) if a conditional certificate of occupancy is issued and Owner fails to complete the landscaping and/or sidewalk paving or grading improvements for such building as soon as weather permits, but in any event by the following June 30th, the Village shall have the right to withhold the issuance of further occupancy permits to Owner until such exterior work has been completed.

Any required public improvements shall be completed within two (2) years from the date hereof and the Owner shall have the option to deliver to the Village as security an irrevocable letter of credit or a cash deposit in a form satisfactory to the Village and from a bank or financial institution and in an amount as provided for in the Code. Said security is to include 125% of all costs related to required public lighting, all on-site landscape plantings, street trees within public rights-of-way, public roadway, public sidewalk, public sewer, public water lines, erosion control and storm water management facilities.

The Owner may from time to time as the improvements related to the security are constructed, request a reduction in the amount of security furnished. The Village shall provide

final approval of the request for a reduction in the amount of security furnished. Said request shall be made by the Owner to the Village by filing the following documents.

1. A request for reduction indicating the requested amount.

2. A new or substitute letter of credit, or other Village approved security method for the reduced amount, if required (to be filed within seven (7) days after the approval of the reduction but before the reduction occurs).

3. An estimate by the Owner's engineer containing the following information:

    a. The estimated construction cost of the improvements related to the security not completed;

    b. Fifteen percent (15%) of the construction cost of the improvements related to the security constructed and in place shall remain in the letter of credit; and

    c. Evidence acceptable to the Village that the cost of the improvements related to the security is either paid or otherwise adequately provided for.

A maintenance guarantee will not be required.

All public improvements shall be constructed and installed within two (2) years from the date of approval of the Plat of Subdivision; however, if the completion date falls after September 30th, the date shall be the following May 30th. Notwithstanding any other provision of this Agreement, no construction of public improvements shall commence until the plans and specifications for the public improvements have been approved, this Agreement has been executed and the minimum security has been provided pursuant to the requirements of Ordinance No. 2084. No earthwork shall be done in any area tentatively identified as wetlands until an appropriate permit or permission has been obtained and such permit or permission is shown to the Village. The Plat(s) of Subdivision shall contain such restrictive covenants, drainage covenants and easement provisions as are or were required by the President of the Board of Trustees as a condition to approval of the Plat(s) of Subdivision.

Owner, at its own cost, agrees to provide the Village "as built" engineering plans and specifications upon substantial completion of the public improvements or at the request of the Village Engineer but in no event later than the time required by Ordinance No. 2084.

It is agreed that all of the public improvements contemplated herein shall upon acceptance thereof by the Village, become the property of Village and be integrated with the municipal facilities now in existence or hereafter constructed and Village thereafter agrees to maintain said public improvements. Acceptance of said public improvements shall be by resolution of the President and Board of Trustees only after the Village or Village Engineer Consultant has issued his Certificate of Inspection affirming that the improvements have been constructed in accordance with approved Engineering Plans and Specifications. Owner agrees to convey by appropriate instrument and Village agrees to promptly accept, subject to terms hereof,

the public improvements constructed in accordance with the Approved Engineering Plans and Specifications.

SECTION NINE: Utilities.

All proposed electricity, telephone, cable television and gas lines shall be installed underground, the location of which underground utilities shall be at the Owner's option but with locations in public rights of way also subject to Village approval. All existing overhead utilities that are presently upon and immediately adjacent to the subject property may remain.

SECTION TEN: Impact Requirements.

Owner agrees that any and all contributions, dedications, donations and easements provided for in this Agreement substantially advance legitimate governmental interests of the Village, including, but not limited to, providing its residents, with access to and use of public utilities, streets, fire protection, and emergency services. Owner further agrees that the contributions, dedications, donations and easements required by this Agreement are uniquely attributable to, reasonably related to and made necessary by the development of the Subject Property.

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

Except as modified below, 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.

Except as modified below, 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. 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 10
Orland Park, Illinois 60462

For the Owner:

1. Marquette Bank
c/o Thomas P. Burgin, Sr. Vice President
10000 W. 151st Street
Orland Park, Illinois 60462

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

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.

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

A. To Effective Date of Agreement.

The Owner shall reimburse the Village within thirty (30) days of the Village's invoice to the Owner 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 Village made by and through its President, Owner from time to time shall promptly reimburse Village for all enumerated reasonable expenses and costs incurred by Village in the administration of the Agreement, including and limited to engineering fees, attorneys' fees and out of pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder.

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

Notwithstanding the immediately preceding paragraph, Owner shall 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 either party hereto which relate to the terms of this Agreement, such party hereto, in its sole discretion, shall determine whether it wants to assume the defense of such lawsuit and bear the cost thereof. In the event that any third party or parties institute any legal proceedings against both Owner and the Village which relate to the terms of this Agreement, then, and in the event, Owner and the Village shall concurrently agree as to whether they are desirous of assuming and bearing the cost of the defense of such lawsuit and the terms of the assumption of such defense, but under no circumstances shall either party be obligated to assume and bear the cost of such defense. In the event the Owner undertakes the defense of such lawsuit, Owner shall not make any settlement or compromise of such lawsuit or fail to pursue any available avenue of appeal of any adverse judgment affecting the Village, without Village approval.

In the event the Village institutes legal proceedings against Owner for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against Owner all expenses of such legal proceedings incurred by Village, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred by the Village in connection therewith. Owner may, in its sole discretion, appeal any such judgment rendered in favor of the Village against Owner.

SECTION FIFTEEN: Warranties and Representations.

A. Owner represents and warrants to the Village as follows:

1. The Owner proposes to develop the Subject Property in the manner contemplated under this Agreement.

2. Other than Owner and Owner's lender, if any, and the Contract Purchasers as to Lots 3, 5 and 7, no other entity or person has any interest in the development of the Subject Property as herein proposed.

3. Owner has provided the legal description of the Subject Property set forth in this Agreement and that said legal description is accurate and correct.

B. Village represents to Owner as follows. Village agrees to expeditiously cooperate with Owner in Owner's efforts to secure for the former 7/11-Citgo parcel of land acquired by Owner from the Village, a No Further Remediation (NFR) letter from the Illinois Environmental Protection Agency, including providing any required Highway Authority Agreement for 143rd Street in form and substance acceptable to the Village and substantially similar to said agreements provided by the Illinois Department of Transportation in such cases.

SECTION SIXTEEN: Continuity of Obligations.

Owner shall, at all times during the term of this Agreement, unless the Agreement is terminated earlier pursuant to Section Eleven above, remain liable to Village for their faithful performance of all obligations imposed upon Owner by this Agreement until such obligations have been fully performed or until Village, at its sole option, has otherwise released Owner from any or all of such obligations

SECTION 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.

Subsequent to Owner acquiring legal title to the Subject Property, and not before (provided Owner has not commenced any work on the Subject Property), a copy of this Agreement and any amendment thereto shall be recorded by the Village at the expense of the Owner.

SECTION TWENTY-TWO: Authorization to Execute.

Any officers of Owner executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on its behalf. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. Owner and Village shall, upon request, deliver to each other, at the respective time such entities cause their authorized agents to affix their signatures hereto, copies of all bylaws, resolutions, ordinances, partnership agreements, letters of direction or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

SECTION TWENTY-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 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

ATTEST:

By:_____
Village Clerk

OWNER:

MARQUETTE BANK,
an Illinois banking corporation

By:_____
Its: _____

ATTEST:

By:_____
Its _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that DANIEL J. MCLAUGHLIN, personally known to me to be the President of the Village of Orland Park, and DAVID P. MAHER, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ____ day of_____, 2012.

_____
Notary Public

Commission expires _____

ACKNOWLEDGMENT

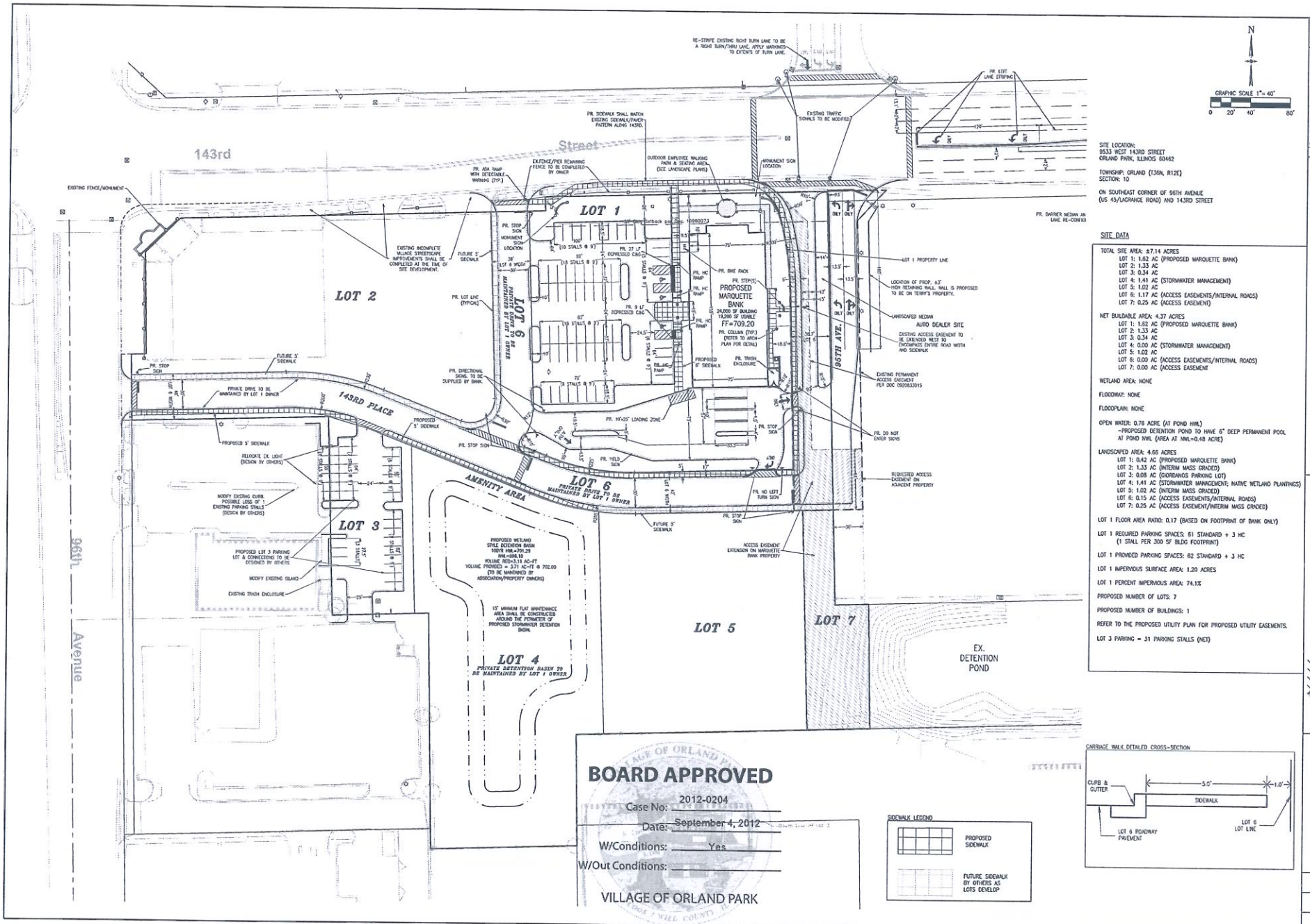
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named _____ and _____, personally known to me to be _____ and _____ of MARQUETTE BANK, an Illinois banking corporation, and the same persons whose names are subscribed to the foregoing instrument as said _____ and _____ of _____, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ____ day of_____, 2012.

_____
Notary Public

Commission expires _____



8	Per Village Review	8/24/12
7	Per Owner Revisions	8/1/12
6	Per Village Review	7/31/12
5	Per Village Review	7/6/12
4	Per Village Review	6/21/12
3	Per Village Review	6/6/12
2	Per Lot 3 Parking Lot	5/8/12

FINAL SITE PLAN

MARQUETTE BANK REDEVELOPMENT
CORDOGAN, CLARK & ASSOCIATES, INC.
ORLAND PARK, ILLINOIS

JACOB & HEFNER ASSOCIATES, INC.
ENGINEERS • SURVEYORS
1910 S. Highland Avenue, Suite 100
Lombard, IL 60148
PHONE: (630) 268-6800
FAX: (630) 268-6801

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