

VILLAGE OF ORLAND PARK

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

Ordinance No: 4884

File Number: 2013-0490

ORDINANCE AUTHORIZING DEVELOPMENT AGREEMENT BETWEEN VILLAGE OF ORLAND PARK AND BRADFORD ORLAND PARK 1 LLC (NORTHEAST CORNER OF 142ND STREET AND LA GRANGE ROAD)

VILLAGE OF ORLAND PARK STATE OF ILLINOIS, COUNTIES OF COOK AND WILL

Published in pamphlet form this 4th day of February, 2014 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: 4884

ORDINANCE AUTHORIZING DEVELOPMENT AGREEMENT BETWEEN VILLAGE OF ORLAND PARK AND BRADFORD ORLAND PARK 1 LLC (NORTHEAST CORNER OF 142ND STREET AND LA GRANGE ROAD)

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 BETWEEN VILLAGE OF ORLAND PARK AND BRADFORD ORLAND PARK 1 LLC (NORTHEAST CORNER OF 142ND STREET AND LA GRANGE ROAD),” 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 BETWEEN VILLAGE OF ORLAND PARK AND BRADFORD ORLAND PARK 1 LLC (NORTHEAST CORNER OF 142ND STREET AND LA GRANGE ROAD)” 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.

VILLAGE OF ORLAND PARK

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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.

PASSED this 3rd day of February, 2014

/s/ John C. Mehalek

John C. Mehalek, Village Clerk

Aye: 7 Trustee Fenton, Trustee Dodge, Trustee Schussler, Trustee Gira, Trustee Griffin Ruzich,
Trustee Calandriello, and President McLaughlin

Nay: 0

DEPOSITED in my office this 3rd day of February, 2014

/s/ John C. Mehalek

John C. Mehalek, Village Clerk

APPROVED this 3rd day of February, 2014

/s/ Daniel J. McLaughlin

Daniel J. McLaughlin, Village President

PUBLISHED this 4th day of February, 2014

/s/ John C. Mehalek

John C. Mehalek, Village Clerk

For Recorder's Use Only

**DEVELOPMENT AGREEMENT
BETWEEN VILLAGE OF ORLAND PARK AND BRADFORD ORLAND PARK 1 LLC
NORTHEAST CORNER OF 142ND STREET AND LA GRANGE ROAD**

INTRODUCTION

1. This Agreement entered into this ____ day of _____, 2014, by and between the **VILLAGE OF ORLAND PARK**, an Illinois municipal corporation ("Village"), and **BRADFORD ORLAND PARK 1 LLC**, an Illinois limited liability company ("Owner").

2. Once Owner takes legal title to the Subject Property (hereinafter defined), that certain Amended and Restated Development Agreement dated December 22, 2004, and recorded January 26, 2005 as document no. 0502639124 with the Cook County Recorder of Deeds, as December 22, 2004, amended or supplemented (the "Orland Park Crossing Development Agreement") shall no longer apply to the Subject Property, and Owner and its successors and assigns shall have no responsibility thereunder.

3. The property subject to this Agreement and legal title to which is (or will be) vested in the Owner is legally described as follows:

LOTS 9, 12 AND THE WEST 99.59 FEET OF LOT 14 IN ORLAND PARK CROSSING, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 15, 2005 AS DOCUMENT NUMBER 0525845136, IN COOK COUNTY, ILLINOIS (EXCEPT THAT PART OF LOT 12 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 12; THENCE NORTH 00 DEGREES 09 MINUTES 38 SECONDS EAST 113.84 FEET TO A LINE WHICH IS THE NORTHWEST PROLONGATION OF THE WESTERLY LINE OF LOT 8 IN SAID SUBDIVISION; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID LINE, 8.46 FEET; THENCE SOUTH 00 DEGREES, 09 MINUTES 46 SECONDS EAST 107.85 FEET TO THE SOUTH LINE OF SAID LOT 12, THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 6.61 FEET TO THE POINT OF BEGINNING)

Permanent Index Nos. 27-03-300-023-0000
 27-03-300-026-0000
 27-03-301-028-0000 (includes additional land)

Property Address: 8.42 acres of vacant land located northeast of the intersection of 142nd Street and LaGrange Road, Orland Park, Illinois

The said property is hereinafter referred to as the "Subject Property". It is understood that the legal description of the Subject Property is based upon the best available information, but that the same may change based upon the final ALTA/ACSM survey measurements. If the final legal description so changes, the parties shall execute an amendment to this Agreement setting forth the exact legal description of the Subject Property.

4. The Subject Property is generally located at the northeast corner of 142nd Street and LaGrange Road and consists of approximately 8.42 acres.

5. The Subject Property is proposed to be developed by the Owner with a major special use for a planned development, consisting of, at completion, a grocery store (which may include a pharmacy, deli and on-site food preparation) pursuant to the Village's Land Development Code. It is anticipated that the development of the Subject Property, when completed, will contain up to approximately 80,000 square feet of grocery store space.

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

RECITALS:

1. The 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 Owner has petitioned the Village for amendments to the Village Land Development Code classifying the Subject Property as more fully hereinafter set forth.

3. The parties hereto have fully complied with all relevant statutes of the State of Illinois and codes and ordinances of the Village including the filing of a petition by the Owner requesting granting of a special use for the Subject Property to enable the development of the Subject Property as herein provided. The Village has caused the issuance of proper notice and held all necessary hearings to effectuate such special use 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 classification of the Subject Property for purposes of zoning and the granting of a special use permit 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 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 direct and require Owner to perform its obligations hereunder.

PART I. DEVELOPMENT

SECTION ONE: Zoning, Plan Approval and Design Standards.

A. The Village, having held the necessary hearings before the relevant governmental bodies pursuant to statute and ordinances in such cases made and provided and pursuant to requisite notice having been given, shall by adoption of proper ordinance(s), concurrently with the execution and delivery of this Agreement:

1. By adoption of an Ordinance in form and substance as that attached hereto as EXHIBIT N, cause the Subject Property to be classified under the Land Development Code of the Village as a special use for a planned development consisting of a grocery store (which may include a pharmacy, deli and on-site food preparation), when completed containing up to approximately 80,000 square feet of grocery store space.

2. Approve (i) the Final Plan ("Final Plan") attached hereto and made a part hereof as EXHIBIT A titled "_____" Sheet ____, Project #_____, prepared by _____ dated _____, (ii) the Elevation Plan 1 ("Elevation Plan") attached hereto and made a part hereof as EXHIBIT B-1, (iii) the Final Parcel Plan for the development of the Subject Property ("Final Parcel Plan") attached hereto and made a part hereof as EXHIBIT C, and the Village agrees that if the plat of subdivision for the Subject Property to be prepared by Owner does not deviate in any material respect from the approved Final Parcel Plan, then the Village shall approve the same so long as any such deviation is consistent with Village requirements, (iv) the Signage Plan attached hereto and made a part hereof as EXHIBIT I (the "Signage Plan"), (v) the Plat of Subdivision attached hereto and made a part hereof as EXHIBIT J (the "Plat of Subdivision"), and (vi) the preliminary landscape plan ("Preliminary Landscape Plan") attached hereto and made a part hereof as EXHIBIT D, and the Village agrees that if the final landscaping plan to be prepared by the Owner does not deviate in any material respect from the approved preliminary landscape plan, then the Village shall approve the same so long as any such deviation is consistent with Village requirements. The Final Plan, Elevation Plan, Final Parcel Plan, Signage Plan, Plat of Subdivision and Preliminary Landscape Plan are sometimes collectively referred to herein as the "Approved Project Plans." The aforesaid approvals are conditioned upon the following:

- a. A final landscape plan has been submitted to and approved by the Village;
- b. An erosion control, sedimentation and photometric plan acceptable to the Village Engineer is submitted by Owner;
- c. The conditions listed on EXHIBIT M attached hereto and made a part hereof.

B. If Owner elects to proceed with the development of the Subject Property, then the Subject Property shall be developed substantially in accordance with the Final Plan, the Elevation Plan, and the Final Landscape Plan, all 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, with the following additional requirements:

1. The Owner shall provide landscaping as depicted on the Final Landscape Plan including the landscape, streetscape and common plans and the sidewalks, crosswalks, pavement treatments, street furniture and parkway plantings contemplated thereby (collectively, the "Landscape Improvements");

2. All project and building signage not included in the Signage Plan approved by the Village shall be subject to review and approval by the Village, not to be unreasonably withheld, delayed or conditioned, and shall be consistent with the Village sign ordinance, as well as the Supplement to Amended And Restated Development Agreement Between The Village Of Orland Park And Main Place – Orland Park Associates, L.L.C. dated February 7, 2011, and recorded in Cook County, Illinois, as document no. 1108334054.; and

3. The Owner shall comply with applicable laws and regulations not inconsistent with the Approved Project Plans concerning its development of the Subject Property.

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

Storm Water runoff emanating from the Subject Property shall be retained or detained in accordance with a storm water management system for the Subject Property that has been constructed and installed at the location shown in the Final Plan. Owner shall cause storm water transmission from the Subject Property to said system to be constructed and installed, substantially in accordance with the preliminary engineering plans listed on EXHIBIT E attached hereto and made a part hereof, which have been approved by the Village, and the Village agrees that if final engineering plans to be prepared by the Owner do not deviate in any material respect from the approved preliminary engineering plans, then the Village shall approve the same so long as any such deviation is consistent with Village requirements. The construction and maintenance of the storm sewers shall be in accordance with all standards of the Village in force on the date of final plat approval for each phase, and also all standards of the Metropolitan Water Reclamation District of Greater Chicago in effect at the time of final plat approval, and shall be completed by the Owner at its expense. Owner shall maintain the storm sewers constructed by the Owner until final acceptance by the Village. The Village, upon application by Owner, will grant permission to the Owner to use easement areas heretofore granted to the Village depicted as "Construction Easement" on the _____ for construction, staging and dirt piling to construct and install the storm sewers. Such permission shall not be unreasonably withheld.

SECTION THREE: 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 Land Development Code of the Village and substantially in accordance with the preliminary engineering plans listed on EXHIBIT F attached hereto and made a part hereof, which have been approved by the Village, and the Village agrees that if final engineering plans to be prepared by the Owner do not deviate in any material respect from the approved preliminary engineering plans, then the Village shall approve the same so long as any such deviation is consistent with Village requirements. The Owner shall maintain the on-site water mains and appurtenances until final acceptance by the Village. The Owner shall pay to the Village the required water connection charge(s) (tap fee) as a condition to issuance of an occupancy permit based upon the size of the connection(s) in accordance with Village ordinances, as itemized on EXHIBIT G attached hereto and made a part hereof, which charges may change from time to time.

SECTION FOUR: 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 substantially in accordance with the preliminary engineering plans listed on EXHIBIT H attached hereto and made a part hereof, which have been approved by the Village, and the Village agrees that if final engineering plans to be prepared by the Owner do not deviate in any material respect from the approved preliminary engineering plans, then the Village shall approve the same so long as any such deviation is consistent with Village requirements. Owner agrees that no surface water is to be discharged into the sanitary sewerage collection system, and Owner will make adequate provision to prevent this from occurring. The construction and maintenance of the sanitary sewers shall be in accordance with all standards of the Metropolitan Water Reclamation District of Greater Chicago in effect at the time of final plat approval and shall be completed by Owner at Owner's expense. Owner shall maintain the on-site sanitary sewers until final acceptance by the Village.

SECTION FIVE: Easements.

The Owner and the Village agree to grant to the other party and the applicable utility providers, all necessary easements for the extension of sewer, water, street, or other utilities, including cable television, or for other improvements which serve the Subject Property. The Owner and the Village agree to cooperate and work together to effect the foregoing grants.

SECTION SIX: Developmental Codes and Ordinances and General Matters. All streets and sidewalks will be privately owned, and Owner (and all successors in title) shall be responsible for the perpetual ownership, care and maintenance of the said streets and sidewalks. In addition, the decorative lighting shall be privately owned and maintained and shall conform in style to the decorative standard established in the Orland Crossing, Main Street Triangle and Marquette Bank developments.

The development of the Subject Property shall be in accordance with the existing building, zoning, subdivision, storm water detention and other developmental codes and ordinances of the Village as they exist on the date hereof, or as are in existence from time to time during development of the Subject Property, as same may have been varied, modified or granted by Village approvals referenced herein. Planning and engineering designs and standards, road construction and site improvements and dedication of public improvements, shall be in accordance with the then existing ordinances of the Village or in accordance with the statutes and regulations of other governmental agencies having jurisdiction thereof if such standards are more stringent than those of the Village at such time, as same may have been raised, modified or granted by Village approvals referenced herein. The Village and the Owner agree and acknowledge that there are no public improvements required to be constructed by the Owner, although utilities may be located within/under a public street or right-of-way.

The Village shall issue occupancy permits for tenants and occupants of any building so long as the required Landscape Improvements and utilities have been substantially completed except for such portions thereof that are better installed in more temperate weather, provided that Owner has delivered to the Village an irrevocable letter of credit in substantially the form attached hereto and made a part hereof as EXHIBIT K from a bank, financial institution or surety company licensed in the State of Illinois in the amount of not less than 125% of the Owner's engineer's estimate of the cost of completing the construction and installation of the Landscape Improvements and for the repair/reconstruction of any public street or right-of-way under which Owner has installed or will install utilities. The Owner may commence and perform all required grading work and any other work without the necessity of posting any letter of credit or other security. The Village engineer shall, in his reasonable discretion and with reasonable promptness and diligence, permit the amount of said letter of credit to be reduced, from time to time, as any material portion of the Landscape Improvements and street/right-of-way repair or reconstruction is substantially completed (as evidenced by the approval of the Village engineer and the Village President, not to be unreasonably withheld, delayed or conditioned) in accordance with an agreed upon schedule of values, and, in addition, the letter of credit shall automatically reduce on a dollar-for-dollar basis by the amount of funds expended by the Owner for the Landscape Improvements and street/right-of-way repair or reconstruction, as certified by the Owner (and verified by the Village engineer). Upon completion of the Landscape Improvements and street/right-of-way repair or reconstruction (as evidenced by the approval of the Village engineer and the Village President, not to be unreasonably withheld, delayed or conditioned), the letter of credit shall be promptly returned to the Owner.

SECTION SEVEN: Utilities.

All electricity, telephone, cable television and gas lines located or to be located on the Subject Property shall be installed underground, the location of which underground utilities shall be at the Owner's option, provided the locations do not interfere with the maintenance by the Village of the Village's water or sewer infrastructure.

SECTION EIGHT: 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. Owner shall not be obligated to pay to the Village the FAIR SHARE ROAD EXACTION FEE (Section 5-112(K)(6) of the Village Land Development Code) the same being waived hereby and shall have no requirements for fees or contributions in connection with the Subject Property except as expressly set forth herein and except as provided by Village Code.

SECTION NINE: SPECIAL SERVICE AREA.

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 Subject Property for the future repair and maintenance of the private drives (access easements) 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 or other appropriate recordable documents, for all necessary cross access and shared maintenance among future lot owners with respect to the private drive (access easements).

PART II: SALES TAX

SECTION TEN: Sales Tax Rebate

The Village and Owner shall enter into the INDUCEMENT AGREEMENT – BRADFORD/MARIANO'S in substantially the form attached hereto as EXHIBIT L.

PART III: GENERAL PROVISIONS

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, except as expressly provided for herein.

The terms and conditions of this Agreement shall constitute covenants which shall run with the land.

It is understood that Owner may transfer the Subject Property or any part thereof, and that whenever such a transfer occurs, the Owner shall have no further liability for breach of covenant occurring thereafter, provided the transferee agrees in a manner reasonably satisfactory to the Village to assume the obligations of the Owner with respect to the portion of the Subject Property so transferred. The Village agrees to look solely to the interest of Owner in the Subject Property and to the security provided hereunder for the recovery of any judgment from Owner, it being agreed that neither Owner nor its respective partners, directors, officers, members, managers or shareholders shall ever be personally liable for any such judgment.

This Agreement shall terminate on the earlier to occur of (i) ten (10) years after the issuance of the Certificate of Occupancy or (ii) the day after the final payment of the Incentive Amount pursuant to Part II of this Agreement. Once Owner has completed its obligations under Part I of this Agreement, the Village, at Owner's request, shall execute in recordable form, a certificate stating that Owner's obligations under this Agreement have been completed and satisfied.

SECTION TWELVE: Notices.

Except as otherwise specifically provided herein, all notices required or permitted hereunder shall be in writing and shall be served on the persons set forth below as follows:

1. By personal delivery (in which event the notice shall be deemed served as of such date);
2. By mailing by certified mail, return receipt requested (in which event the notices shall be deemed served as of the second business day following such mailing);
3. By sending a fax transmission to the fax number listed below (in which event the notice shall be deemed served as of the first business day following the date of the confirmation of receipt of such transmission of the sending fax machine); or

4. By sending by nationally recognized overnight express delivery services (such as Federal Express, Airborne, Emory, U.S. Postal Service, etc.) in which event the notice shall be deemed served as of the first business day following the latest of the delivery day ranges held out by such express delivery service for the manner sent. For the purposes of this Agreement, a "business day" is deemed to mean Monday through Friday, 9:00 AM to 5:00 PM, local time, excluding federal holidays.

For the Village:

1. Daniel J. McLaughlin
Village President
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Facsimile (708) 349-4859
2. John C. Mehalek
Village Clerk
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Facsimile (708) 403-9212
3. E. Kenneth Friker
Village Attorney
Klein, Thorpe & Jenkins, Ltd.
15010 S. Ravinia Avenue – Suite 10
Orland Park, Illinois 60462
Facsimile (708) 349-1506

For the Owner:

1. Bradford Orland Park 1 LLC
c/o Bradford Companies
Attn: James J. Eck
30 S. Wacker Drive
Suite 2850
Chicago, IL 60606
2. Seyfarth Shaw LLP
131 S. Dearborn Street, Suite 2400
Chicago, IL 60603
Attn: J. Jahns

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

SECTION THIRTEEN: Permits

Except as provided in Section SIX above, no letter of credit or other security shall be required for the issuance of any Village permits or otherwise in connection with the Subject Property.

Owner agrees that any dirt stock piles resulting from the development of the Subject Property shall be located in places mutually acceptable to the Village and the Owner for reasonable time periods not to exceed two years, unless an extension is agreed to in writing by the Village. Upon thirty (30) days prior written notice to the Owner, the Village shall have the right to draw upon the letter of credit provided for in this Agreement, if necessary as determined by the Village:

- a) to relocate or remove any dirt stock pile not placed in an approved location, or
- b) if the pile is causing a material storm water drainage problem, or
- c) the time period specified by Village has expired;

provided, however, that the Village will not draw upon the letter of credit if Owner relocates or removes the stock piles as directed by the Village within the 30 day notice period.

SECTION FOURTEEN: Signs.

The location of all signs upon the Subject Property shall be in accordance with the 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 FIFTEEN: Reimbursement of Village for Legal and Other Fees and Expenses.

A. To Effective Date of Agreement.

The Owner, concurrently with zoning of the Subject Property or so much thereof as required, shall reimburse the Village for the following expenses incurred in the negotiation, 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 outside (contracted for by the Village) engineering services, and/or Village Engineering Department inspection and plan review fees, in accordance with the Code; and
- (2) all reasonable attorneys' fees incurred by the Village, other than in connection with Part II of this Agreement once an occupancy permit has been issued for the Subject Property; and
- (3) miscellaneous Village expenses, such as legal publication costs, recording fees and copying expense, other than in connection with Part II of this Agreement once an occupancy permit has been issued for the Subject Property.

Owner, at its sole cost and expense, shall have the right from time to time to audit the Village's books and records to verify any of the foregoing costs and expenses, and if such audit discloses any errors, the appropriate party shall pay to the other based upon the results of such audit.

B. From and After Effective Date of Agreement.

Except as hereinafter provided, upon demand by the Village from time to time 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 matters including, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder, and the negotiation and preparation of letters of credit and escrow agreements to be entered into as security for the completion of public improvements, in all respects, other than in connection with Part II of this Agreement once an occupancy permit has been issued for the Subject Property.

Such costs and expenses incurred by Village in the administration of the Agreement shall be evidenced to the Owner upon their 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 in the manner provided in subparagraph A above.

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 either party institutes legal proceedings against the other for violation of this Agreement and one of the parties secures a judgment in its favor, the prevailing party shall be entitled to recover from the non-prevailing party all expenses of such legal proceedings incurred by the prevailing party, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred by in connection therewith.

SECTION SIXTEEN: Warranties and Representations.

The Owner represents and warrants to the Village the following:

1. The Owner is or upon its recording of this Agreement will be the owner of the Subject Property.
2. The Owner proposes to develop the Subject Property in the manner contemplated under this Agreement.
3. Owner has provided the legal descriptions of the Subject Property set forth in this Agreement and that said legal descriptions are accurate and correct, to Owner's actual knowledge; provided, however, it is understood that the legal description of the Subject Property is based upon the best available information, but that the same may change based upon the final ALTA/ACSM survey measurements and/or the recording of the Plat of Subdivision. If the final legal description so changes, the parties shall execute an amendment to this Agreement setting forth the exact legal description of the Subject Property.

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, in all cases subject to Section Twenty-Seven.

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 hereto shall be recorded by the Village at the expense of the Owner.

SECTION TWENTY-TWO: Authorization to Execute.

The officers of the 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. The Owner and Village shall, upon request, deliver to each other at the respective time such entities cause their authorized agents to affix their signatures hereto copies of all bylaws, resolutions, ordinances, partnership agreements, letters of direction or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

SECTION TWENTY-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: Agreement Supersedes.

This Agreement shall be in lieu of and shall supersede any other agreement between the parties with respect to the subject matter herein contained, and all conditions, requirements, plans, special provisions, proposals, specifications and other contracts and agreements not expressly incorporated herein by reference shall be superseded and of no further force or effect, and the Village acknowledges that there are no other obligations or liabilities with respect to the Subject Property on the Owner's part to be kept, performed and observed that are not expressly set forth in this Agreement. In furtherance thereof, the Village agrees that once Owner takes title to the Subject Property the Orland Park Crossing Development Agreement shall have no application to the Subject Project, or any part thereof, and that Owner and its successors and assigns shall have no liability or responsibility thereunder, all such being hereby released by the Village. It is understood and agreed that, in addition to the requirements set forth herein, the Owner will be required to pay fees in addition to those hereinabove set forth, including and limited to platting fees, grading permit fees, and building permit fees, as itemized on EXHIBIT G attached hereto and made a part hereof.

SECTION TWENTY-FIVE: Estoppel Certificate.

The Village agrees that it will, from time to time, upon request by the Owner, execute and deliver to Owner and to any parties designated by the Owner, within ten (10) days following demand therefor, an estoppel certificate on Owner's form, certifying (i) that this Agreement is unmodified and in full force and effect (or if there had been modifications, that the same are in full force and effect as so modified), (ii) that there are no defaults hereunder (or specifying any claimed defaults), (iii) itemization of any outstanding fees to be paid by Owner to the Village, or a statement that there are none, (iv) the then outstanding balance of the Sales Incentive Amount, and (v) such other matters as may be reasonably requested by Owner, including, without limitation, certifications as to the completion and acceptance of the improvements contemplated hereby, and the amount of the security outstanding.

SECTION TWENTY-SIX: Force Majeure.

Whenever a period of time is herein prescribed for action to be taken by Owner or the Village, Owner or the Village shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of god, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of the parties including, without limitation, inclement climatic conditions and delays in the issuance of permits and approvals.

SECTION TWENTY-SEVEN: Mortgagee's Protection.

The Village agrees to give any mortgagees, ground lessors, sale-leaseback lessors and/or trust deed holders, by registered or certified mail, a copy of any notice of default served upon Owner, provided that prior to such notice the Village has been notified, in writing (by way of notice of Assignment of Rents and Leases or otherwise) of the address of such mortgagees, ground lessors, sale-leaseback lessors, and/or trust deed holders. The Village further agrees that, except in instances where there is an imminent likelihood that public health or safety would be materially and adversely affected by such default, if Owner shall fail to cure such default within the time provided in this Agreement, then the mortgagees, ground lessors, sale-leaseback lessors, and/or trust deed holders shall have an additional thirty (30) days within which to cure such default or if such default cannot be cured within such 30-day time period, then such additional time as may be necessary if within such 30-day period, any mortgagee, ground lessor, sale-leaseback lessor and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default (including, without limitation, commencement of foreclosure proceedings, if necessary to effect such cure) in which event this Agreement shall not be terminated nor shall the Village exercise any rights or remedies hereunder while such remedies are being so diligently pursued. The Owner may collaterally assign its interest in this Agreement in connection with any financing transaction.

SECTION TWENTY-EIGHT: Consents.

Whenever the consent or approval of either party is required under this Agreement such consent shall not be unreasonably withheld, delayed or conditioned. Each party shall act in good faith and in a commercially reasonable manner with respect to any matter contemplated by this Agreement, including, without limitation, approving or disapproving any request, including any request for reduction of any security or approval of plans.

SECTION TWENTY-NINE: Further Assurances.

The parties each agree to do, execute, acknowledge and deliver any and all other reasonable documents and instruments and to take all such further reasonable action as shall be necessary or required in order to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

SECTION THIRTY: Counterparts.

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

SECTION THIRTY-ONE: 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 THIRTY-TWO: 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 THIRTY-THREE: Severability.

If any provision of this Agreement other than Part II hereof 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 THIRTY-FOUR: 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 THIRTY-FIVE: 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.

SECTION THIRTY-SIX. Defense Matters.

If any legal proceedings are instituted against the Village by any third party challenging the legal sufficiency or validity of this Agreement or the authority of the Village to execute this Agreement, then the Village shall tender defense of any such action to the Owner in sufficient time to avoid prejudice, for handling by counsel selected by the Owner and reasonably acceptable to the Village; provided, however, there shall be no obligation of the Owner to accept such defense to the extent the legal proceedings concern any action or inaction by the Village not in compliance with applicable Village requirements or otherwise resulting from the Village failing to comply with procedural or other requirements concerning the development of the Subject Property in accordance with the provisions of this Agreement including, without limitation, any of the actions purportedly taken by the Village pursuant to Recitals 3 and 4 of this Agreement. With respect to any proceedings, the defense of which has been tendered to the Owner pursuant to this Section THIRTY-SIX, the Owner shall not compromise or settle the same without obtaining the consent of the Village, not to be unreasonably withheld, delayed or conditioned, and which consent shall be deemed given if the Village fails to respond to any consent request within twenty-one (21) days. If any legal proceedings are instituted against Village by any third party challenging the legal sufficiency or validity of this Agreement or the authority of the Village to execute this Agreement, and the control of such proceedings would involve the Owner in a bona fide conflict of interest, then the Village shall be entitled to engage its own counsel to represent the Village and the Owner shall reimburse the Village an amount up to, but not to exceed, \$25,000 for attorneys' fees so incurred by the Village within 30 days following presentation of invoices in reasonably sufficient detail.

[Signature Page Follows]

VILLAGE OF ORLAND PARK,
an Illinois municipal corporation

By: _____
Village President

ATTEST:

By: _____
Village Clerk

OWNER:

BRADFORD ORLAND PARK 1 LLC
an Illinois limited liability company

By: Bradford Real Estate Services Corp.,
its manager

By: _____
Its _____

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 DANIEL J. McLAUGHLIN, 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 _____, 2014.

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 _____ and _____, _____ and _____ of Bradford Real Estate Services Corp., manager of Bradford Orland Park 1 LLC, an Illinois limited liability company, and not individually, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Member and Manager, 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 limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this _____ day of _____, 2014.

Commission expires _____

Notary Public

LIST OF EXHIBITS:

EXHIBIT A	Final Plan
EXHIBIT B	Elevation Plan
EXHIBIT C	Final Parcel Plan
EXHIBIT D	Landscape Plan
EXHIBIT E	Storm Water Plans
EXHIBIT F	Water Plans
EXHIBIT G	Fee Schedule
EXHIBIT H	Sanitary Sewer Plans
EXHIBIT I	Signage Plan
EXHIBIT J	Plat of Subdivision
EXHIBIT K	Letter of Credit
EXHIBIT L	Inducement Agreement – Bradford/Mariano’s
EXHIBIT M	Conditions

EXHIBIT A

Final Plan

Final Plan prepared by _____ dated _____.

EXHIBIT B
Elevation Plan

EXHIBIT C

Final Parcel Plan

_____ Final Parcel Plan prepared by _____ dated _____.

EXHIBIT D

Landscape Plan

Conceptual Landscape Plan dated _____, 20___. Prepared by _____.

EXHIBIT E

Storm Water Plans

Preliminary Stormwater Management Plan Drawing ____ dated _____, 2014. Prepared by _____.

EXHIBIT F

Water Plans

Preliminary Utility Plan Sanitary Sewer and Watermain Drawing ____ dated _____, 2014. Prepared by _____.

EXHIBIT G

Fee Schedule

EXHIBIT H

Sanitary Sewer Plans

Preliminary Utility Plan Sanitary Sewer and Watermain Drawing ____ dated _____, 2014. Prepared by _____.

EXHIBIT I
Signage Plan

EXHIBIT J
Plat of Subdivision

EXHIBIT K

Letter of Credit

Dated _____, _____

Village of Orland Park
14700 South Ravinia Avenue
Orland park, Illinois 60462

Dear Mr. _____:

1. ("Issuer") hereby establishes its irrevocable standby letter of credit No. _____ ("Letter of Credit") for the account of Bradford Orland Park 1 LLC, an Illinois limited liability company ("Account Party"), in the amount of \$_____, effective immediately and expiring _____, 20___. This Letter of Credit is established pursuant to that certain Development Agreement dated _____, 2014 ("Development Agreement"), between Account Party and the Village of Orland Park, an Illinois municipal corporation ("Beneficiary"). The amount of this Letter of Credit may be reduced by Account Party presenting to Issuer a certificate in the form of Exhibit A attached hereto and made a part hereof certifying that Account Party has either (a) expended funds toward the cost of constructing and installing the Landscape Improvements (as defined in the Development Agreement), and including the amount of funds so expended (as verified by the Village engineer) or (b) substantially completed any material portion of the Landscape Improvements (as evidenced by the approval of the Village engineer not to be unreasonably withheld, delayed or conditioned), and including Account Party's share of the cost allocable to such completed portion (as verified by the Village engineer).

2. Beneficiary may draw under this Letter of Credit by presenting to Issuer at its office at _____ (the "Payment Office"), a draft in the form of Exhibit B attached hereto and made a part hereof, stating on its face "Drawn Under Irrevocable Letter of Credit dated _____, ____", accompanied by a completed certificate in the form of Exhibit C attached hereto and made a part hereof.

3. A partial drawing under this Letter of Credit is permitted.

4. This Letter of Credit is transferable.

5. Any reference in this Letter of Credit to the Development Agreement is for identification purposes only and the Development Agreement does not form part of this Letter of Credit.

6. This Letter of Credit expires on _____, _____; provided, however, that the Issuer shall notify the Village Clerk of Orland Park by certified mail, return receipt requested, of such expiration at least 30 days prior to said expiration date. In no event shall this Letter of Credit or the obligations contained herein expire except upon such prior written notice, it being expressly agreed by the Issuer that the expiration date _____, _____; shall be extended as shall be required to comply with this notice provision.

7. This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision) International Chamber of Commerce Publication No. 400 (the "Uniform Customs"). This Letter of Credit shall be deemed to be a contract made under the laws of the State of Illinois and shall, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with the laws of the State of Illinois.

_____, Issuer

By: _____

Its: _____

EXHIBIT A

The undersigned, Bradford Orland Park 1 LLC ("Account Party"), hereby certifies to _____ a _____ ("Issuer"), with respect to that certain Irrevocable Letter of Credit dated _____, _____ (the "Letter of Credit"), issued by Issuer in favor of the Village of Orland Park, an Illinois municipal corporation ("Beneficiary") for the account of Account Party, that

1. (a) Account Party has expended \$ _____ toward the cost of constructing and installing the Landscape Improvements or (b) Account Party has substantially completed that portion of the Landscape Improvements consisting of the following: _____

_____, and the cost of such Roadway Improvements is \$ _____.
2. Attached to this Certificate is a verification by the Village Engineer of the amounts expended by Account Party and/or the agreement of the Village Engineer and the Village President that Account Party has substantially completed that portion of the Landscape Improvements described in Paragraph 1(b) above.

IN WITNESS WHEREOF, Account Party has executed and delivered the Certificate as of the _____ day of _____, _____.

Bradford Orland Park 1 LLC

By: Bradford Real Estate Services Corp.,
its manager

By: _____
Its: _____

EXHIBIT B

Draft Drawn Under Irrevocable Letter of Credit

Dated _____, _____

Pay to the undersigned, The Village of Orland Park, the aggregate amount of _____
_____ and ___/100 U.S. Dollars (U.S. \$_____). This draft is drawn under Irrevocable
Letter of Credit dated _____, _____, issued by _____, a _____
_____, in favor of Beneficiary, for the account of Bradford Orland Park 1 LLC.

TO: _____

Village of Orland Park

By: _____
Its: _____

EXHIBIT C

The undersigned, Village of Orland Park ("Beneficiary"), hereby certifies to _____, a _____ ("Issuer"), with respect to that certain Irrevocable Letter of Credit dated _____, _____ (the "Letter of Credit"), issued by Issuer in favor of Beneficiary for the account of Bradford Orland Park 1 LLC, an Illinois limited liability company ("Account Party"), that:

1. Account Party has failed to substantially complete the Landscape Improvements (as such term is defined in Section One (B)(1) of that certain Development Agreement between Village of Orland Park and Account Party, dated _____, 2014 ("Development Agreement"), in accordance with the requirements of the Development Agreement, and all applicable grace or cure periods have expired.
2. Such failure constitutes a default under the Development Agreement and remains uncured; and
3. The amount of the draft accompanying this Certificate is _____ and ___/100 U.S. Dollars (U.S. \$ _____), which represents the amount necessary to cure Account Party's default under the Development Agreement.

IN WITNESS WHEREOF, Beneficiary has executed and delivered this Certificate as of the _____ day of _____, _____.

Village of Orland Park

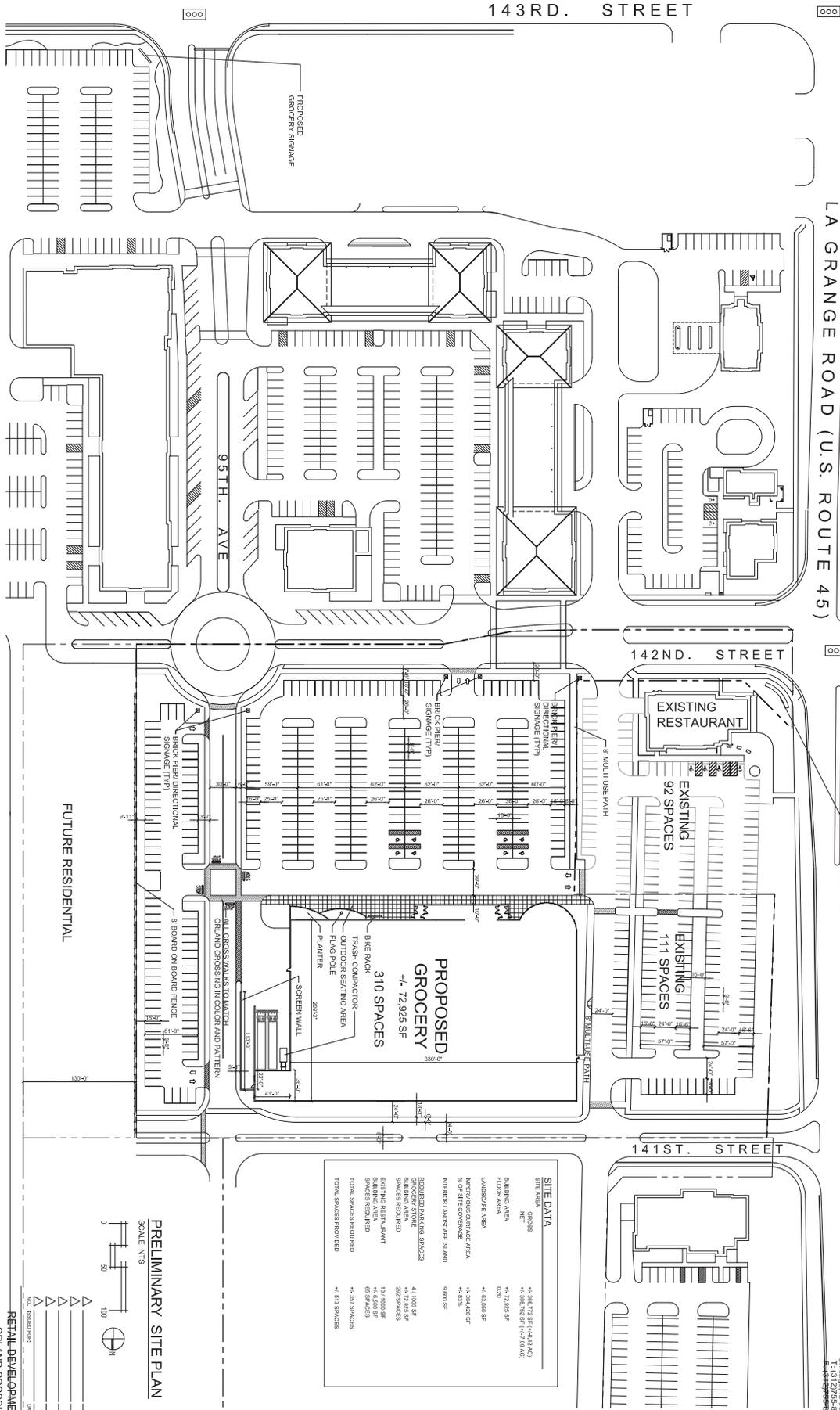
By: _____
Its: _____

EXHIBIT M

Conditions

1. Provide landscaping above Village Code requirements on the north side of the building;
2. Work with Village staff to accommodate all ornamental lighting issues;
3. Submit a Final Landscaping Plan, meeting all Village Codes, for separate Village staff review and approval within 60 days of final engineering approval;
4. Owner must meet all final engineering and Building Code related items;
5. The Elevation Plans entitled “Orland Park Crossing” dated November 11, 2013, prepared by the Bradford Group, shall be subject to the following conditions:
 - a. All mechanical equipment must be screened, either at grade level with landscaping or hidden behind the roof line;
 - b. Owner must submit for an appearance review, the proposed transparency of the windows once the floor plan is finalized; and
 - c. Wall signs are subject to additional Village review and approval through the Village’s sign permit process and additional restrictions may be required.
6. Owner must submit a final Plat of Subdivision (which will only depict easements for public utilities) within 60 days of final engineering approval.

EXHIBIT A - FINAL PLAN



SITE DATA	
SITE AREA	41,246.172 SF (1,044.2 AD)
NET	41,246.172 SF (1,044.2 AD)
PARKING AREA	4,128.88 SF
LANDSCAPE AREA	4,128.88 SF
RESERVED SURFACE AREA	4,128.88 SF
MINIMUM LANDSCAPE BAND	8,669 SF
REQUIRED LANDSCAPE SPACES	41,246 SF
GROCERY STORE	41,246 SF
BIKE RACK AREA	207 SF
TRASH COMPACTOR	207 SF
OUTDOOR SEATING	41,000 SF
SPACES REQUIRED	65 SPACES
TOTAL SPACES PROVIDED	41,213 SPACES

PRELIMINARY SITE PLAN
 SCALE: NTS
 0 50' 100'

▲ FUTURE RESIDENTIAL
 ▲ EXISTING RESTAURANT
 ▲ EXISTING BUILDING
 ▲ PROPOSED GROCERY STORE
 ▲ PROPOSED SIGNAGE

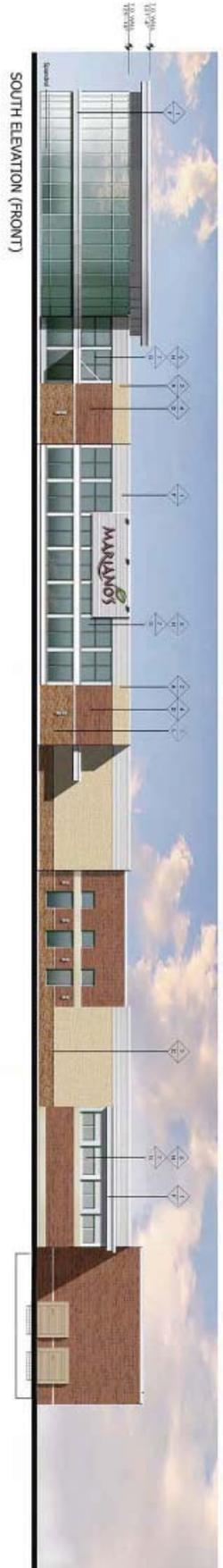
RETAIL DEVELOPMENT
 ORLAND CROSSING
 ORLAND PARK, ILLINOIS

SHEET: 0000000001 OF 1
 DATE: 08/11/2011

THE BRADFORD
 REAL ESTATE COMPANIES

30 South Wacker Dr.
 CHICAGO, IL 60606
 P: 312.567.8800
 F: 312.567.8807

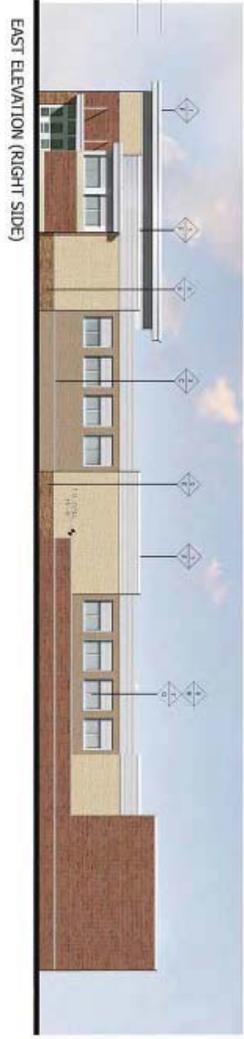
EXHIBIT B - ELEVATION PLAN



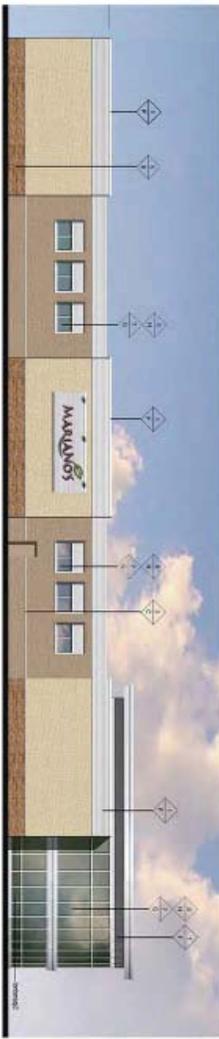
SOUTH ELEVATION (FRONT)



NORTH ELEVATION (REAR)



EAST ELEVATION (RIGHT SIDE)



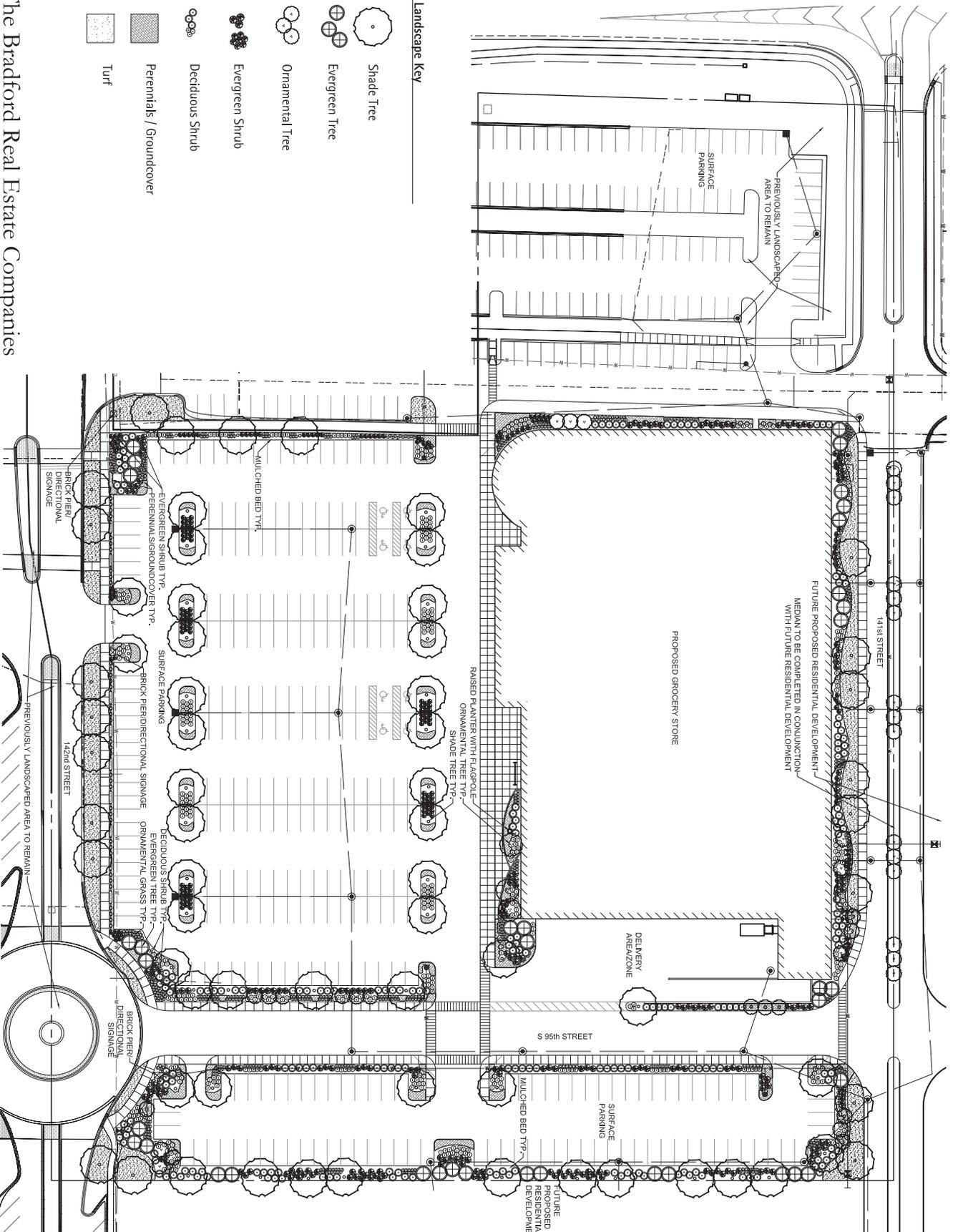
WEST ELEVATION (LEFT SIDE)

EXTERIOR MATERIALS LEGEND	
FINISH	COLOR
1. PAVE FINISH: POLISHED CONCRETE	1. POLISHED CONCRETE
2. INTERIALLY COLORED BRICK FACE	2. INTERIALLY COLORED BRICK
3. WOODEN UNIT	3. WOODEN UNIT
4. CUT STONE ACCENT BAND	4. CUT STONE ACCENT BAND
5. UTILITY SIZE BRICK	5. UTILITY SIZE BRICK
6. OULDED STONE	6. OULDED STONE
7. CONCRETE WITH PAINT	7. CONCRETE WITH PAINT
8. "F" INSULATING SLABING	8. "F" INSULATING SLABING
9. STONEWORK SYSTEM	9. STONEWORK SYSTEM
10. OCCUPANTS BUILDING LIGHTING	10. OCCUPANTS BUILDING LIGHTING
11. CLASH PAINT FINISH	11. CLASH PAINT FINISH
12. STAINLESS STEEL	12. STAINLESS STEEL
13. ALUMINUM	13. ALUMINUM
14. BRASS	14. BRASS
15. GLASS	15. GLASS
16. GLASS	16. GLASS
17. GLASS	17. GLASS

ORLAND PARK CROSSING - PRELIMINARY ELEVATIONS
11-11-13



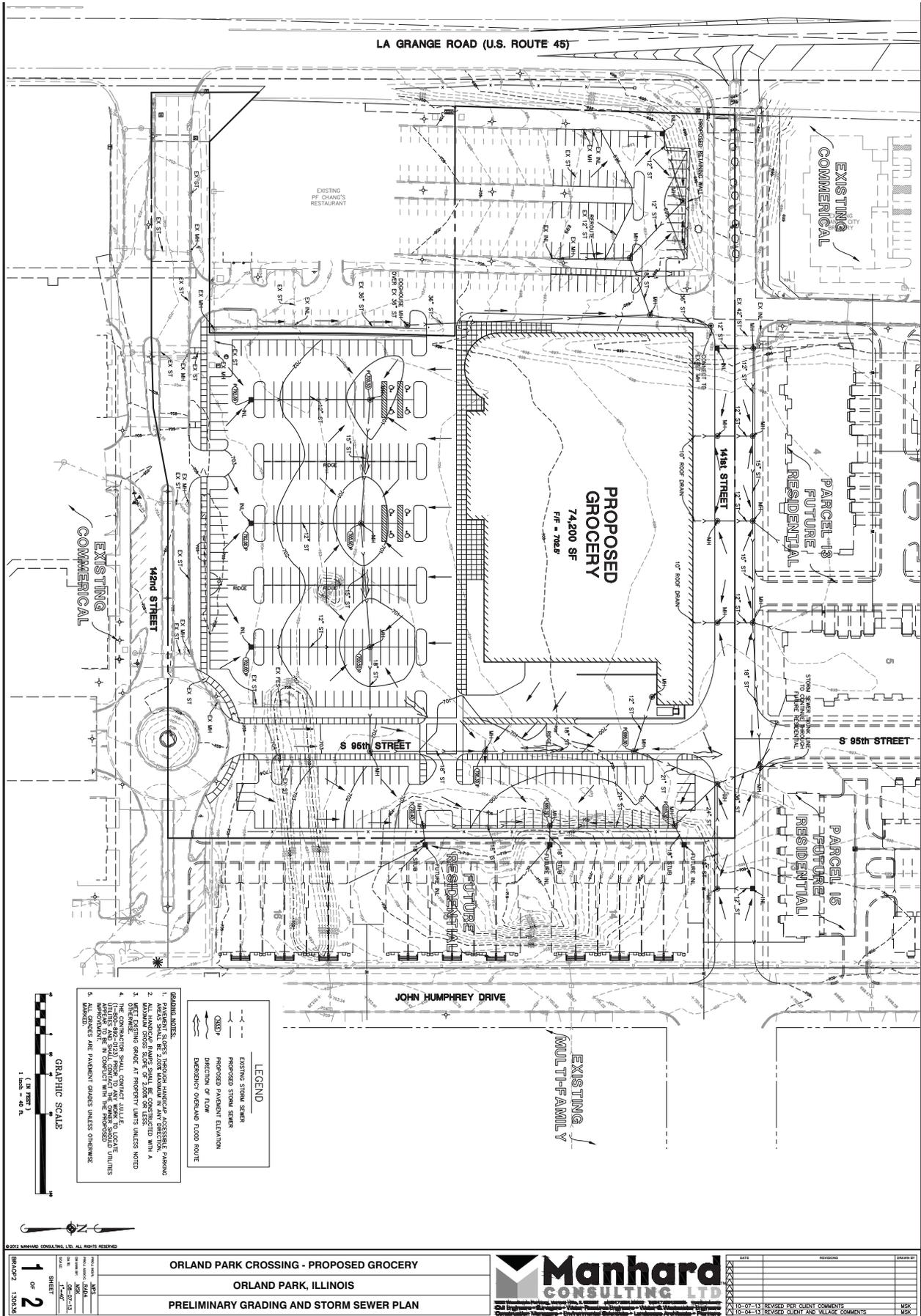
EXHIBIT D - LANDSCAPE PLAN



The Bradford Real Estate Companies
Orland Park Crossing
 Conceptual Landscape Plan

Orland Park, Illinois

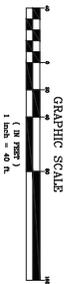
EXHIBIT E - STORMWATER PLAN



- GENERAL NOTES:**
1. PRESENT SITE'S THROUGH-LANES ACCESSIBLE PARKING
 2. ALL LANDSCAPE GRASS SHALL BE CONSTRUCTED WITH A MINIMUM CROSS SLOPE OF 2.0% OR LESS UNLESS NOTED
 3. OTHER DRAINAGE SHALL BE PROVIDED UNLESS NOTED
 4. THE CONTRACTOR SHALL CONTACT LOCAL UTILITY AGENCIES TO VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES AND MANHOLES AND PROVIDE GRADING UNLESS OTHERWISE NOTED
 5. MANHOLES SHALL BE PROVIDED UNLESS OTHERWISE NOTED

LEGEND

(Symbol: Dashed line with arrows)	EXISTING STORM SEWER
(Symbol: Solid line with arrows)	PROPOSED STORM SEWER
(Symbol: Dashed line with 'M')	PROPOSED MANHOLE ELEVATION
(Symbol: Arrow with 'M')	DIRECTION OF FLOW
(Symbol: Dashed line with 'M')	EMERGENCY OVERLAND FLOOD ROUTE



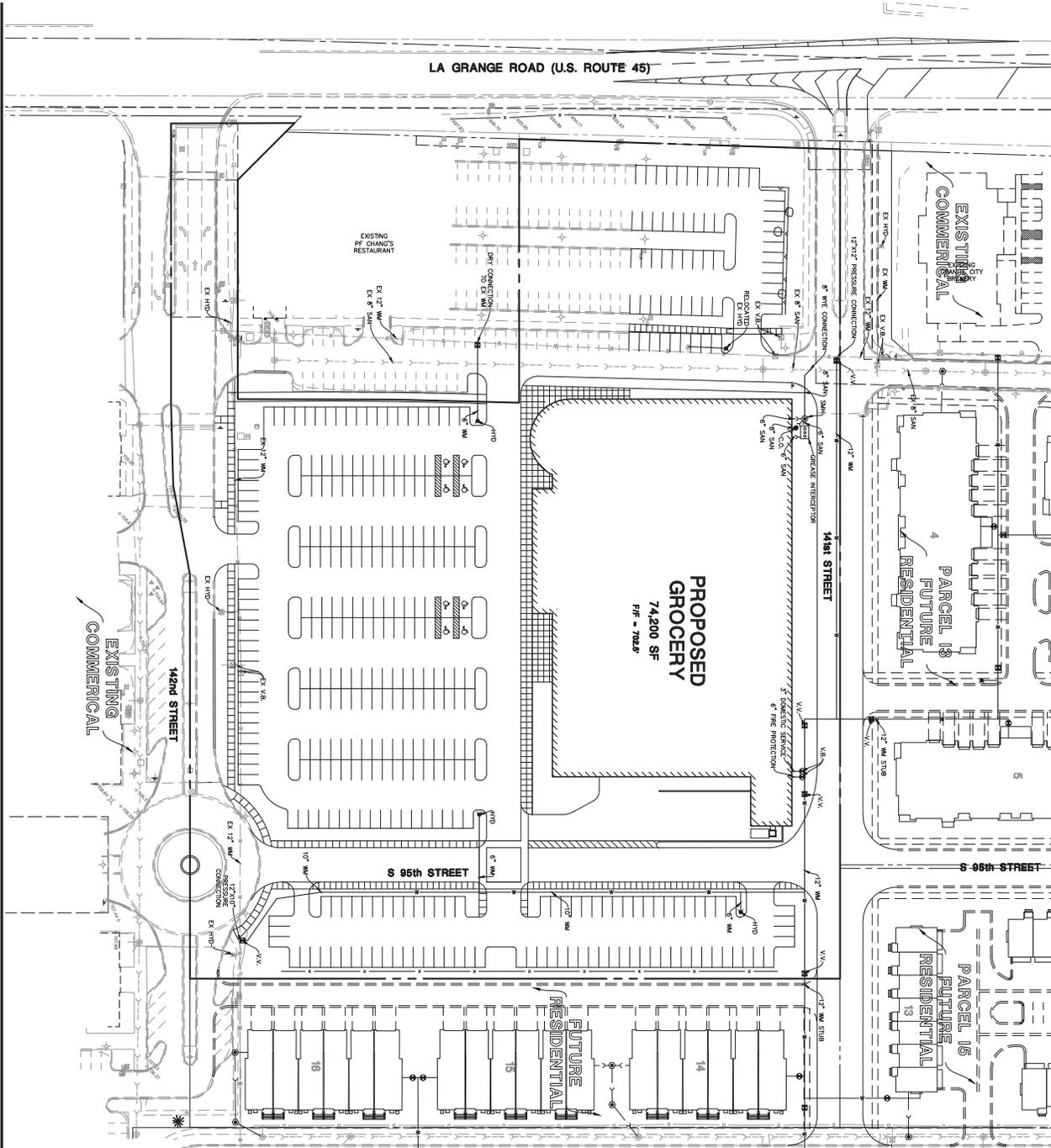
© 2013 MANHARD CONSULTING LTD. ALL RIGHTS RESERVED
 SHEET 1 OF 2
 130826

ORLAND PARK CROSSING - PROPOSED GROCERY
 ORLAND PARK, ILLINOIS
 PRELIMINARY GRADING AND STORM SEWER PLAN



DATE	REVISIONS	DRAWN BY
10-07-13	REVISED PER CLIENT COMMENTS	MSK
10-04-13	REVISED CLIENT AND VILLAGE COMMENTS	MSK

EXHIBIT F - WATER PLAN



LEGEND

- EXISTING WATERMAIN
- PROPOSED WATERMAIN
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER

GRAPHIC SCALE

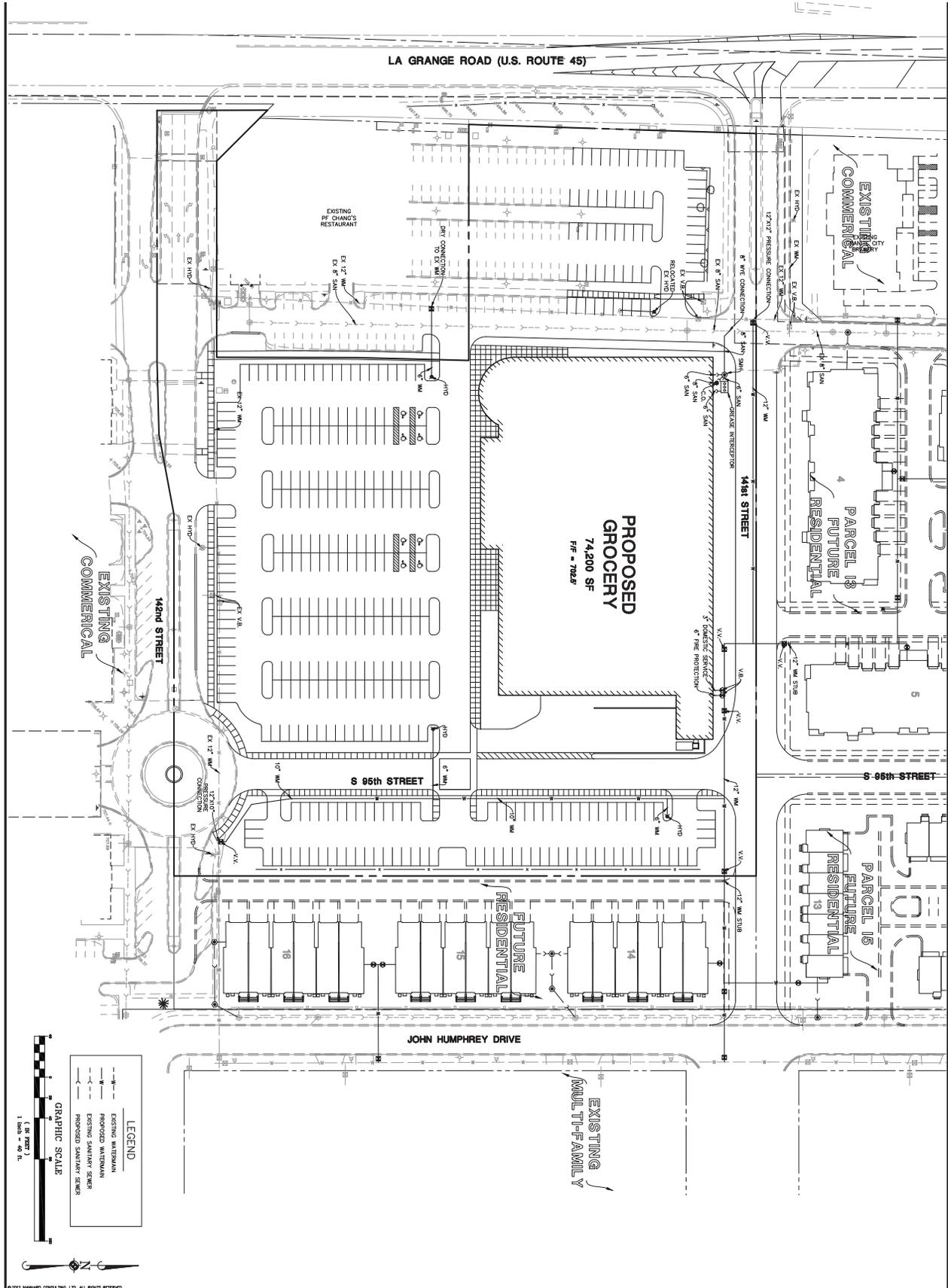
1" = 40' (SEE PART 1)

1" = 40' (SEE PART 1)

1" = 40' (SEE PART 1)

<p>ORLAND PARK CROSSING - PROPOSED GROCERY</p> <p>ORLAND PARK, ILLINOIS</p> <p>PRELIMINARY SANITARY SEWER AND WATER MAIN PLAN</p>		<p>Manhard CONSULTING LTD.</p> <p>10-07-13 REVISION PER CLIENT COMMENTS 11-07-13 REVISION PER CLIENT COMMENTS 12-07-13 REVISION PER CLIENT COMMENTS</p>	<p>DATE</p> <p>REVISIONS</p> <p>DESIGNED BY</p>
<p>PROJECT NO. 130636</p> <p>DATE 11/13/13</p> <p>SCALE 1/4" = 1'-0"</p> <p>SHEET 2 OF 2</p>	<p>MANHARD CONSULTING LTD.</p> <p>2541 Progress - 4th Avenue - Winter Park, IL 60089</p> <p>Corporate: (630) 329-1000 • Residential: (630) 329-1001 • Fax: (630) 329-1002</p>		<p>DATE</p> <p>REVISIONS</p> <p>DESIGNED BY</p>

EXHIBIT H - SANITARY SEWER PLAN



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 PROJECT: 130828

ORLAND PARK CROSSING - PROPOSED GROCERY
 ORLAND PARK, ILLINOIS
 PRELIMINARY SANITARY SEWER AND WATER MAIN PLAN

Manhard
 CONSULTING LTD.

2017 Registered Professional Engineer - Water Treatment/Reuse • Water Distribution/Reuse
 Registered Professional Engineer - Stormwater Management • Stormwater Pollution Prevention
 Registered Professional Engineer - Hydrological Engineering • Landscape Architecture • Planning

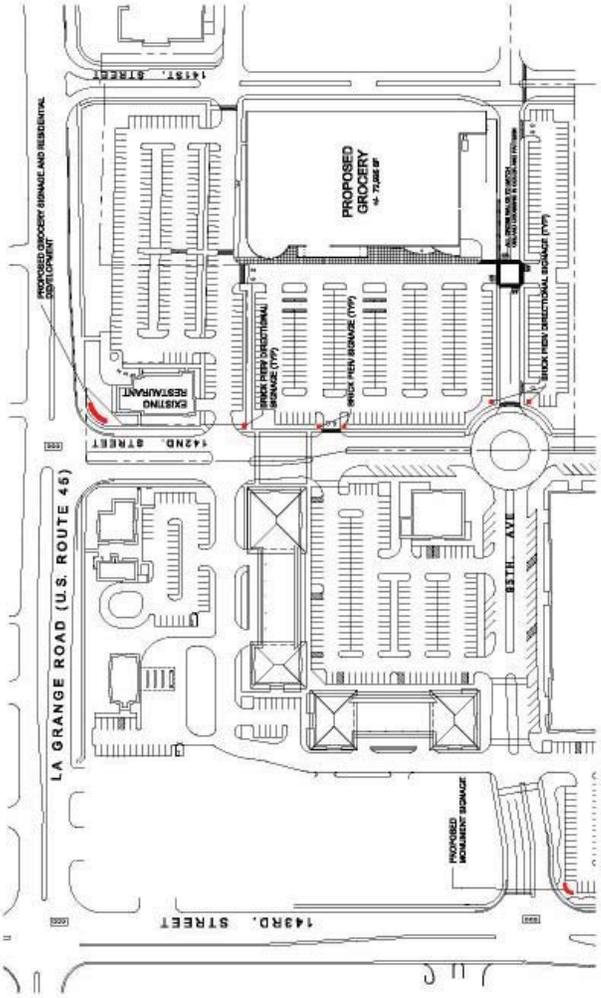
NO.	REVISION	DATE
1	ISSUED FOR CLIENT AND VILLAGE COMMENTS	08-07-17
2	REVISED PER CLIENT COMMENTS	08-07-17
3	ISSUED FOR CLIENT AND VILLAGE COMMENTS	08-07-17

PROJECT: 130828
 SHEET: 2 OF 2

EXHIBIT I - SIGNAGE PLAN

THE BRADFORD
REAL ESTATE COMPANIES

30 South Wacker Dr.
Chicago, IL 60606
P: (312) 796-9070

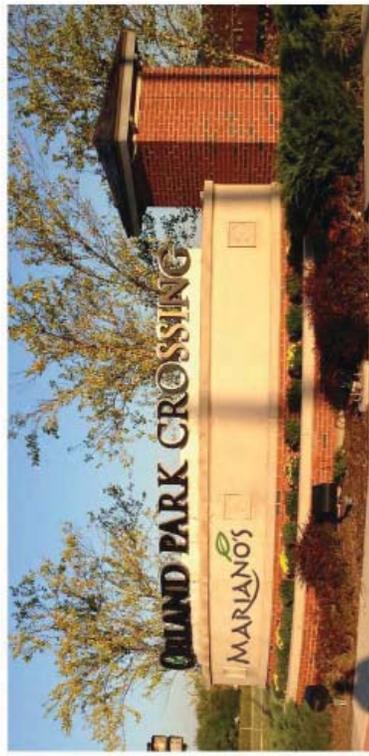


SITE PLAN
SCALE: NTS

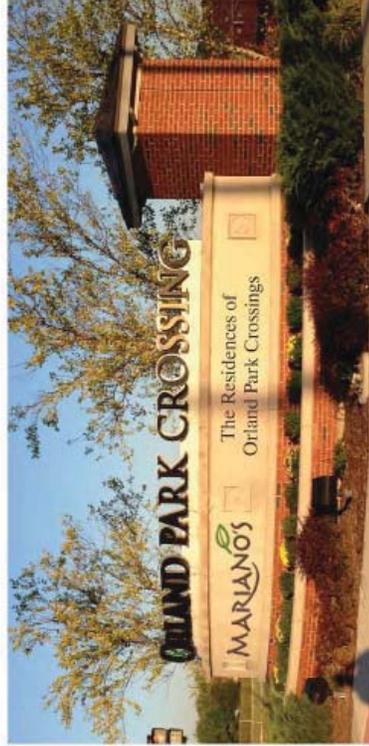


PROPOSED DIRECTIONAL SIGN

* DIRECTIONAL SIGN LEADING TO MAIN PARKING LOT WILL NOT HAVE RESIDENTIAL DEVELOPMENT SIGNAGE



PROPOSED 143rd St. and 95th Ave. MONUMENT SIGN
SCALE: NTS

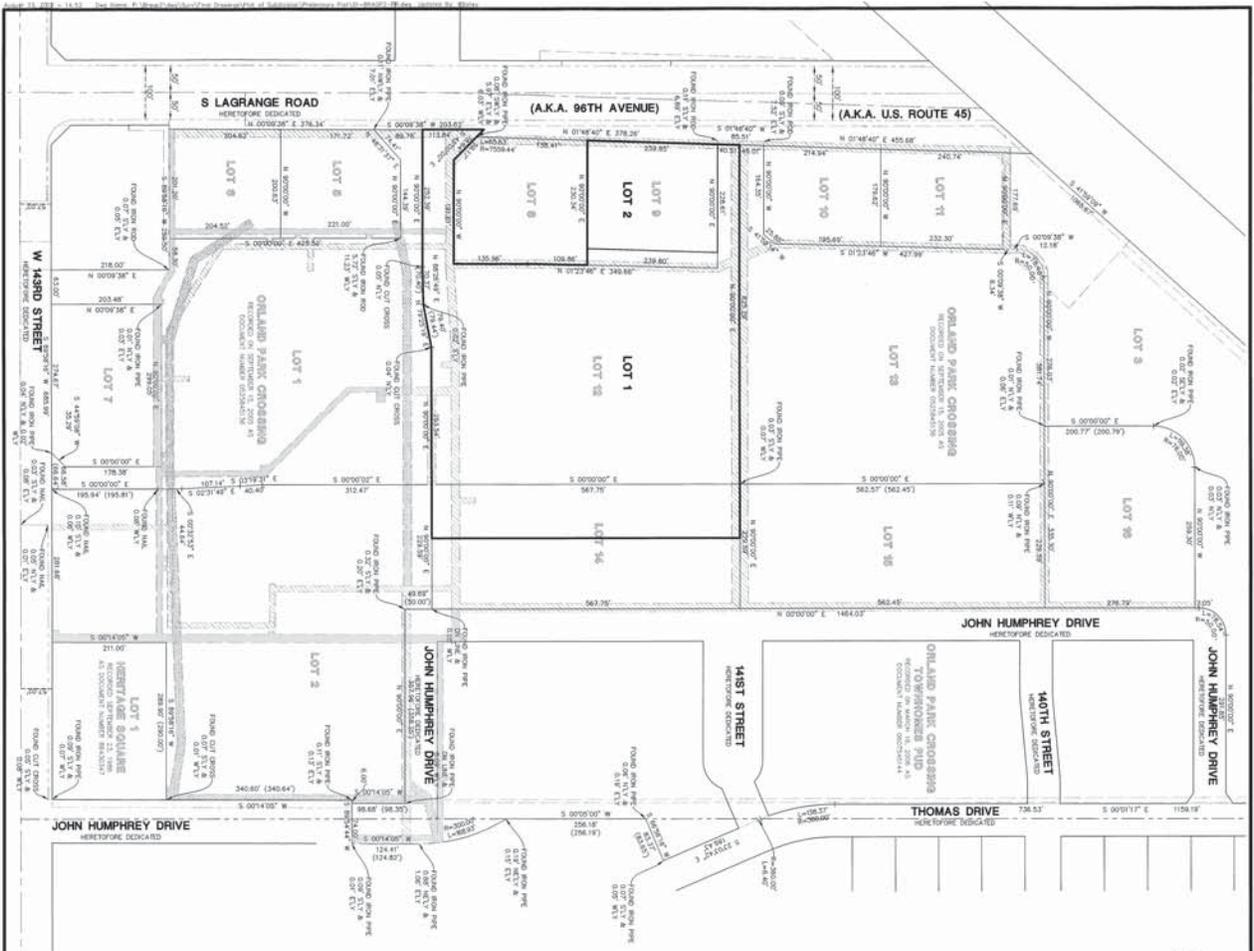


PROPOSED 142nd St. and LaGrange Rd. MONUMENT SIGN
SCALE: NTS

NO.	DESCRIPTION	DATE

RETAIL DEVELOPMENT
ORLAND CROSSING
ORLAND PARK, ILLINOIS
DATE: 11/11/11

EXHIBIT J - PLAT OF SUB



ORLAND PARK CROSSING FIRST RESUBDIVISION

PRELIMINARY PLAT OF PROPERTY AREA

BEING A RESUBDIVISION OF LOTS 8, 9, 12 AND 14 IN ORLAND PARK CROSSING, BEING A SUBDIVISION OF PART OF THE SECT 18-30-07 RECORDED SETBACKS 12, 2005 AT DOCUMENT NUMBER 022524310X, IN COOK COUNTY, ILLINOIS, (EXCEPT THE EAST 120.00 FEET OF SAID LOT 14).

PROPERTY AREA

LOT 1 AREA: 30,000 SQ. FT. (1.082 ACRES)
 LOT 2 AREA: 25,000 SQ. FT. (0.725 ACRES)
 LOT 3 AREA: 25,000 SQ. FT. (0.725 ACRES)
 TOTAL PROPERTY AREA: 307,410 SQ. FT. (8.438 ACRES)
 PROPOSED LOT 1 AREA: 42,842 SQ. FT. (1.100 ACRES)
 TOTAL PROPERTY AREA: 307,410 SQ. FT. (8.438 ACRES)



- PUBLIC UTILITY EXPOSURE (FILE) GRANTED BY DOCUMENT NUMBER 022524310X
- PUBLIC WATERWAY EXPOSURE NUMBER 022524415X
- PUBLIC SANITARY SEWER EXPOSURE (P.S.S.E.) GRANTED BY DOCUMENT NUMBER 022524310X

ORLAND PARK CROSSING FIRST RESUBDIVISION
 ORLAND PARK, ILLINOIS
 PRELIMINARY PLAT OF SUBDIVISION

DATE: 08/20/23
 SHEET: 1 OF 2
 DRAWN: 100038

Manhard CONSULTING LTD.
 800 Westlawn Parkway, Yorkville, IL 60591 | PH: 630.634.5500 | FAX: 630.634.0099 | www.manhard.com
 Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers
 Construction Managers • Environmental Scientists • Landscape Architects • Planners

EXHIBIT K
VILLAGE OF ORLAND PARK - SAMPLE LETTER OF CREDIT

* Note: Letters of Credit submitted to the Village should be submitted by a Bank with an office licensed and located within the State of Illinois.

Irrevocable Letter of Credit No. _____

Applicant: name and address

Date: _____

Beneficiary: Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, Illinois 60462

Expiration date: (insert date two years after issuance)

Amount:

Ladies and Gentleman:

We hereby establish in your favor our Irrevocable Letter of Credit No. _____ in the amount of _____ dollars available for negotiation of your drafts at sight drawn on the _____ Bank for the account of _____.

We engage with you that any draft at sight drawn under and in compliance with the terms of this Letter of Credit will be fully honored by us provided that:

1. It is presented at this office (insert address of Bank if not listed on letterhead) on or before _____.
2. It is accompanied by the original of this Letter of Credit;
3. It is accompanied by a statement signed by the Director of Development Services and the Village Manager of the Beneficiary, that the funds are drawn under Letter of Credit No. ____ in accordance with the specifications and final engineering drawings titled _____ dated _____ as reviewed by the Village of Orland Park for purposes of establishing this Letter of Credit and shall include all Village-approved subsequent revisions thereto and the Development Agreement or Annexation Agreement as approved by the Beneficiary's Board of Trustees.

The Beneficiary's authority to draft under this Letter of Credit shall be reduced by the exact amount of any payment or payments made by the Bank as a result of a previous draw on this Letter of Credit authorized and approved by the Director of Development Services and the Village Manager of the Beneficiary in accordance with their written direction to the Bank.

The amount of this Letter of Credit may be reduced, from time to time, at the discretion of the Finance Director of the Beneficiary upon completion by the Applicant and approval thereof by the Beneficiary of a portion of the improvements required to be completed by the Applicant. The Finance Director will provide written notice to the Bank if the amount of the Letter of Credit is to be reduced and of the amount of the reduction.

This Letter of Credit expires on _____, provided, however, that the Bank shall notify the Finance Director by certified mail, return receipt requested, of such expiration at least 30 days prior to said expiration date. In no event shall this Letter of Credit or the obligations contained herein expire except upon such prior written notice, it being expressly agreed by the Bank that the expiration date of _____ shall be extended as shall be required to comply with this notice provision.

Drafts under this Letter of Credit shall bear upon their face the words "Drawn under Letter of Credit No. _____ dated _____." The amount of any draft shown under this credit must be endorsed on the reverse side hereof, and this Letter of Credit shall be promptly returned to the Beneficiary after presentation of any draft which does not exhaust the amount of this Letter of Credit.

This documentary Letter of Credit is subject to the "International Standby Practices" (ISP 1998), International Chamber of Commerce (Publication No. 590).

Any reference in this Letter of Credit to an Annexation or Development Agreement is for identification purposes only and such Agreement does not form a part of this Letter of Credit.

This Letter of Credit is not transferable.

Sincerely,

Title
Date: _____

EXHIBIT L

INDUCEMENT AGREEMENT – BRADFORD/MARIANO’S

THIS AGREEMENT is entered into this ____ day of _____, 2014, by and between the **VILLAGE OF ORLAND PARK**, Cook and Will Counties, Illinois, a home rule municipal corporation (hereinafter referred to as the “VILLAGE”), and **BRADFORD ORLAND PARK 1 LLC**, an Illinois limited liability company (hereinafter referred to as “BRADFORD”).

WITNESSETH:

In consideration of the Preliminary Statements, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. Preliminary Statements

Among the matters of mutual inducement which have resulted in this Agreement are the following:

(a) The VILLAGE is a home rule municipality pursuant to Article VII, Section 6 (a) of the Constitution of the State of Illinois and is authorized thereby to exercise any power and perform any function pertaining to its government and affairs.

(b) BRADFORD is the contract purchaser of certain real property, legally described in **EXHIBIT “A”** attached hereto and made a part hereof, and comprised of approximately 8.42 acres at or near the northeast corner of 142nd Street and LaGrange Road (U.S. Route 45), Orland Park, Illinois (hereinafter referred to as the “Subject Property”). BRADFORD, after receipt of the promises and inducements contained herein, plans to cause or permit construction of an

approximately 72,925 square foot MARIANO'S, a division of ROUNDY'S SUPERMARKETS, INC. (hereinafter "MARIANO'S"), grocery store with deli with on-site food preparation on the Subject Property (hereinafter collectively referred to as the "Project"). It is anticipated by the parties hereto that the Project will generate substantial annual gross sales and will create employment for at least three hundred seventy-five (375) full and part time employees. As of the date of this Agreement, the cost of said Project is anticipated to be not less than TWENTY-THREE MILLION DOLLARS (\$23,000,000.00) including the property acquisition cost and offsite work. It is understood and agreed that there has been a specific site plan submitted and approved by the VILLAGE in relation to the Subject Property. In addition, the architecture, building elevations, exterior building materials, building, zoning and sign requirements, and landscaping plans for the entire Subject Property, to the extent not previously submitted and approved, must be submitted to and approved by the VILLAGE. The Project to be constructed on the Subject Property shall be constructed substantially in accordance with the plans and specifications approved by the VILLAGE.

(c) The VILLAGE is desirous of having the Subject Property improved with the new grocery store, and deli, in order to service the needs of the VILLAGE and its residents, and the Project will increase employment opportunities in the VILLAGE, prevent decline in economic conditions existing in the VILLAGE, stimulate commercial growth and stabilize the tax base of the VILLAGE, and, in furtherance thereof, the VILLAGE contemplates certain incentives and continuing economic incentives under the terms and conditions hereinafter set forth to assist in such.

(d) The parties hereto acknowledge, and BRADFORD represents and warrants, that it requires economic assistance from the VILLAGE in order to commence and complete the

Project, and that, but for said economic assistance, the Project as contemplated would not be economically viable nor would the funds necessary for its commencement and completion be available.

(e) For purposes of this Agreement, the use of the terms “sales tax” and “sales tax revenue” shall be construed to refer to that portion of taxes imposed by the State of Illinois for distribution to the VILLAGE pursuant to the Retailers’ Occupation Tax Act and the Service Occupation Tax Act (as said acts may be amended) and which are collected by the State and distributed to the VILLAGE, and all revenue derived from such taxes, as well as the VILLAGE’S Home Rule Retailers and Service Occupation Taxes. If a governmental or legislative body enacts any law or statute which results in any material changes or amendments to the foregoing sales tax provisions, which changes or amendments prohibit the VILLAGE from complying with this Agreement, then the VILLAGE, at its sole discretion, will re-evaluate the incentive to be provided and may elect to amend the incentives and inducements set forth herein.

(f) This Agreement, and the incentives and inducements set forth herein, shall apply to the planned grocery store, pharmacy, deli and liquor sales to be located on the Subject Property, as well as any different grocery (or similar) facilities which may be located on the Subject Property during the term of this Agreement.

2. Conditions Precedent to the Undertakings on the Part of the VILLAGE

All undertakings on the part of the VILLAGE pursuant to this Agreement are subject to satisfaction of the following conditions by BRADFORD on or before the date of the Initial Payment provided for in Paragraph 3 below, or as otherwise specifically hereinafter stated:

(a) BRADFORD shall have obtained final approval relating to the Project, including, but not limited to, construction of any signs, so that operation of the businesses can commence within the time set forth in Paragraph 3(d) hereof, it being understood and agreed that the

VILLAGE has the discretion established by law to approve all such work and the VILLAGE shall not be deemed to have caused a default hereunder or have any liability for its reasonable disapproval of such work.

(b) BRADFORD shall have obtained any other final approvals necessary from any other governmental unit or agency which has jurisdiction or authority over any portion of the Project.

(c) BRADFORD has provided to the VILLAGE satisfactory evidence of the necessary financing for the Project and has provided to the Village's attorney for inspection a copy of a fully executed redacted Lease for the Subject Property for a term of not less than ten (10) years by and between an Affiliate of BRADFORD as Lessor and MARIANO'S as Lessee (the "Lease").

(d) BRADFORD shall have certified to the VILLAGE that there exists no material default under this Agreement by Bradford, beyond any applicable cure period set forth herein, that affects or that may affect operation of the aforementioned grocery store, and deli at or on the Subject Property, and BRADFORD has not received any notice of any violation relating to construction of the Project, which has not been cured, of any applicable VILLAGE ordinances, rules and regulations, or of any applicable laws of the State of Illinois or the United States of America, and/or any agency or subdivision thereof.

(e) Subject to Paragraph 24, BRADFORD shall have commenced construction of the Project on or before August 1, 2015.

3. Undertakings on the Part of the VILLAGE

Subject to satisfaction by BRADFORD of all applicable terms and conditions set forth in this Agreement, the VILLAGE hereby undertakes to make the payments set forth in subparagraph (b) of this Paragraph 3:

(a) In addition to the conditions set forth in Paragraph 2 above, the entire Project shall have been substantially completed and BRADFORD shall cause to be opened a new grocery store and deli for business on the Subject Property as provided in Paragraph 4(a) below.

(b) In the event that all terms and conditions set forth in this Agreement are satisfactorily met by BRADFORD, the VILLAGE hereby agrees to pay the sums hereinafter provided for, by quarterly installment payments over a maximum of a ten (10) year period as follows, subject however to the following conditions and restrictions:

(i) Each amount will be due and payable solely from the proceeds of sales tax revenue received by the VILLAGE from retail sales at the Subject Property computed as follows:

- (1) It is acknowledged and understood by and between the parties hereto that the VILLAGE receives sales tax revenue monthly, and that the taxes generated by retail sales in any one month are distributed to the VILLAGE approximately three (3) months later (e.g. taxes generated by sales in July are generally received in mid to late October).
- (2) Commencing with the first proceeds of sales tax revenue received by the VILLAGE from retail sales at the Subject Property and thereafter, the VILLAGE shall be entitled to fifty percent (50%) of all sales tax revenue received from retail sales at the Subject Property and BRADFORD shall thereafter be entitled to the remaining fifty percent (50%) of the sales tax revenue received from retail sales at the Subject Property (“BRADFORD’s Share”), up to a maximum of ONE MILLION FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$1,450,000.00).
- (3) The initial payment of BRADFORD’s Share (the “Initial Payment”) shall be made not later than the first day of the fourth calendar month after the opening of the Mariano’s store (or on such later date once the VILLAGE has received the appropriate reports from the State to determine the amount of sales tax revenue generated on the Subject Property). Payments of BRADFORD’s Share, if any, shall then be made every three (3) months thereafter until the tenth (10th) anniversary of the Initial Payment, at which time a final payment of BRADFORD’s Share, if any then remaining, shall be made..
- (4) The maximum amount payable by the VILLAGE to BRADFORD from proceeds of sales tax revenue received by the VILLAGE as set forth in (2) above, shall be increased by ONE HUNDRED EIGHTY-SEVEN THOUSAND ONE HUNDRED FIFTY-TWO DOLLARS (\$187,152.00)

to a maximum of ONE MILLION SIX HUNDRED THIRTY-SEVEN THOUSAND ONE HUNDRED FIFTY-TWO DOLLARS (\$1,637,152.00) provided the Project is substantially completed as provided in the Lease by September 30, 2015, as evidenced by the VILLAGE's issuance of a Certificate or Conditional Certificate of Occupancy or Village engineer's inspection.

- (ii) That BRADFORD shall have delivered to the VILLAGE no less than thirty (30) days prior to the Initial Payment, and no less than thirty (30) days prior to each subsequent payment, a certificate dated within fifteen (15) days of receipt by the VILLAGE that all representations and warranties contained in Paragraph 5 herein are true and correct. Provided, however, that once the Project has been completed and any aspects of the construction and initial occupancy of the Project requiring VILLAGE approval have received such approval from the VILLAGE as finally completed, the certificate required hereunder shall not be required.
- (iii) That BRADFORD has documented prior to each payment under (2) above, to the VILLAGE's reasonable satisfaction, that the aggregate amount that has been expended for Project infrastructure costs outlined in EXHIBIT "B" attached hereto and made a part hereof equals or exceeds the aggregate payments theretofore made (including the then current payment to be made) pursuant to (2) above. Such documentation shall not continue to be required once it has been established such costs expended equals or exceeds the maximum amount of BRADFORD's Share as provided herein.
- (c) The VILLAGE shall provide for payments required under this Paragraph by appropriating therefor in its annual budget ordinance for the fiscal year in which such payment may be due.
- (d) BRADFORD expects the Mariano's store to open for business in the Spring of 2016. Subject to Paragraph 24, in the event that the Project is not open to the public as required hereunder on or before October 31, 2016, or on such other later date as may be agreed upon by and between the VILLAGE and BRADFORD, then BRADFORD shall be in default hereunder and all obligations on the part of the VILLAGE to make any payments to BRADFORD pursuant to this Paragraph shall terminate after expiration of the applicable cure period set forth in Paragraph 21 hereof without cure, and neither the VILLAGE nor BRADFORD shall have any further obligations with regard to the Project.

(e) In the event that BRADFORD fails to deliver to the VILLAGE any or all of the foregoing certifications within the time periods set forth above, or otherwise violates any term or provision of this Agreement, then in such event, the VILLAGE shall have no obligation to make any payment to BRADFORD until such time as any such failure or violation is corrected to the reasonable satisfaction of the VILLAGE (except where this Agreement provides for forfeiture of any such payments), and all rights of BRADFORD to demand any current or future payment from the VILLAGE shall be deemed waived until such failure or violation is so corrected, and all other obligations on the part of the VILLAGE arising pursuant to this Agreement shall be deemed suspended and without any further force and effect unless and until such failure or violation is so corrected within the applicable cure period. Upon the cure or correction as aforesaid, any suspended, waived or accrued but unpaid payments under Paragraph 3(b)(i) above shall be paid by the VILLAGE to BRADFORD. Where this Agreement provides for forfeiture of any such payments, the VILLAGE may in that event cancel this Agreement immediately and permanently.

Notwithstanding any of the foregoing, or any other provision contained herein, if BRADFORD fails in any year to timely pay any or all of the real estate taxes on the Subject Property when they become due, or within the applicable ten (10) day cure period provided in Paragraph 21, the VILLAGE may, at its sole discretion, suspend future incentive payments due hereunder. Upon presentation to the Village satisfactory evidence that such real estate tax obligations have been paid or otherwise satisfied, any suspended or accrued but unpaid payments under Paragraph 3(b)(i) above shall be paid by the VILLAGE to BRADFORD. Notwithstanding the foregoing, BRADFORD shall have the right to contest in good faith the

assessed valuation of the Subject Property and the improvements thereon from time to time without affecting this Agreement.

4. **Undertakings on the Part of BRADFORD**

(a) Subject to Paragraph 24, BRADFORD shall not cause or permit the existence of any violation of VILLAGE ordinances applicable to the initial construction and occupancy of the Project, including but not limited to the VILLAGE's Building Code, Land Development Code, Fire Code, sign regulations, and any and all rules and regulations thereunder. BRADFORD agrees that a minimum of \$23,000,000.00 will be spent on the acquisition of the Subject Property and the new MARIANO'S grocery store building and related improvements to the Subject Property and off-site. BRADFORD agrees to cause the Project to be constructed in full compliance in all material respects with plans (including but not limited to site plans, landscaping, building elevations and exterior building materials) approved by the VILLAGE.

(b) BRADFORD shall comply with all of the requirements placed on it set forth in Paragraphs 2 and 3 of this Agreement.

(c) BRADFORD (and/or MARIANO'S) shall execute and provide the VILLAGE with a power of attorney letter, in form and content reasonably acceptable to the VILLAGE and BRADFORD, which letter shall be addressed to the Illinois Department of Revenue and shall authorize the Illinois Department of Revenue to release any and all gross revenue and sales tax information on a monthly basis with respect to the operation of the new MARIANO'S grocery store on the Subject Property to the VILLAGE while this Agreement is in effect. In addition to said letter, BRADFORD shall prepare and submit such other or additional form(s) as may be required from time to time by the Illinois Department of Revenue in order to release such information to the VILLAGE. Finally, in the event that the sales tax revenue information is not released by the State due to the failure of BRADFORD (and/or MARIANO'S) to execute the

necessary authorization and/or release, the VILLAGE shall not be required to make any of the incentive payments provided for in Paragraph 3(b) hereof until such information is provided.

5. Representations and Warranties of BRADFORD

(a) BRADFORD hereby represents and warrants that the Project requires economic assistance from the VILLAGE in order to commence and complete the Project and, but for the economic assistance to be given by the VILLAGE as heretofore stated, the Project as contemplated would not be economically viable nor would the funds necessary for its completion be made available.

(b) BRADFORD hereby represents and warrants that it shall comply with all applicable local zoning and sign ordinances and regulations, all applicable building and fire code regulations and all other applicable VILLAGE codes, ordinances, resolutions and/or regulations, in any event with respect to the initial construction of the new retail store on the Subject Property. BRADFORD agrees that the Project, including the site plan, landscaping plan, building elevations and exterior building materials, shall be constructed in full compliance in all material respects with plans approved by the VILLAGE.

(c) BRADFORD hereby represents and warrants that it is an Illinois limited liability company in good standing under the laws of the State of Illinois.

(d) BRADFORD hereby represents and warrants that it has provided the legal description of the Subject Property set forth in this Agreement and that said legal description is accurate and correct to the best of its knowledge except as may hereafter be lawfully changed by plat of subdivision.

(e) BRADFORD hereby represents and warrants that, as of the date of this Agreement, the cost of the Project is anticipated to be not less than TWENTY-THREE MILLION DOLLARS (\$23,000,000.00).

6. Defaults

The occurrence of any one or more of the following shall constitute a default by BRADFORD under this Agreement, subject to the cure provisions set forth in Paragraph 21 hereof, unless otherwise provided herein:

(a) Failure to comply with any term, provision or condition of this Agreement imposed on BRADFORD; and the failure to cure such default within the time and manner provided herein.

(b) A representation or warranty made by BRADFORD and contained herein that is false, inaccurate or otherwise incorrect, and that is not corrected within thirty (30) days following written notice thereof to BRADFORD from the VILLAGE.

(c) BRADFORD: (i) becomes insolvent; or (ii) is unable, or admits in writing its inability to pay, its debts as they mature; or (iii) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its or their property; or (iv) is adjudicated a bankrupt; or (v) files a petition in bankruptcy or to effect a plan or other arrangement with creditors; or (vi) files an answer to a creditor's petition (admitting the material allegations thereof) for an adjudication of bankruptcy or to effect a plan or other arrangement with creditors; or (vii) applies to a court for the appointment of a receiver for any asset; or (viii) has a receiver or similar official appointed for any of its assets, or, if such receiver or similar official is appointed without the consent of BRADFORD and such appointment shall not be discharged within sixty (60) days after his appointment or BRADFORD has not bonded against such receivership or appointment; or (ix) a petition described in (v) is filed against BRADFORD and remains pending for a period of sixty (60) consecutive days, unless the same has been bonded, and as a result thereof, BRADFORD ceases to operate; or (x) files any lawsuit, claim

and/or legal, equitable or administrative action affecting the VILLAGE's ability to collect any such sales tax revenue hereunder.

(d) BRADFORD'S relocation of the aforementioned MARIANO's store to any place outside the corporate limits of the VILLAGE.

(e) Subject to Paragraph 24, the discontinuation of the Mariano's store on the Subject Property for a period in excess of one (1) year without its replacement by another retail sales business prior to the commencement of the eleventh (11th) year following the opening for business of the aforementioned Mariano's store. If BRADFORD violates the provisions of this Subparagraph, this Agreement shall be automatically terminated and the VILLAGE will have no further obligations hereunder, including but not limited to the obligation to make any payments pursuant to Paragraph 3 above.

Upon the occurrence of a default as hereinabove set forth and the expiration without cure of the applicable notice and cure provision, the VILLAGE shall be relieved of any and all of its obligations arising hereunder and such obligations on the part of the VILLAGE shall be immediately canceled, become null and void and be without any force or effect, subject to the notice and cure provisions set forth in Paragraph 21 hereof, unless otherwise provided herein. The sole remedy of the VILLAGE for BRADFORD'S default hereunder shall be to terminate this Agreement, effective as of the expiration without cure of the notice and cure period following the date of such default.

Notwithstanding the foregoing, if the event which gives rise to a default hereunder, independently of this Agreement constitutes a violation of any code, ordinance, regulation or rule of the VILLAGE, the VILLAGE shall have such remedies as may be provided for in such ordinance, regulation or rule, or as permitted at law or in equity.

7. Notices

All notices and requests required pursuant to this Agreement shall be sent via certified mail, return receipt requested, and addressed as follows:

To the VILLAGE:

1. Village President
Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, Illinois 60462

To BRADFORD:

1. Bradford Orland Park 1 LLC
c/o Bradford Companies
Attn: James J. Eck
30 S. Wacker Drive, Suite 2850
Chicago, Illinois 60606

With a Copy to:

2. Village Clerk
Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, Illinois 60477

2. Seyfarth Shaw LLP
Attn: J. Jahns
131 S. Dearborn St. – Suite 2400
Chicago, Illinois 60603

With a Copy to:

3. E. Kenneth Friker
Klein, Thorpe and Jenkins, Ltd.
15010 S. Ravinia Avenue - Suite 10
Orland Park, Illinois 60462

or to such other persons or such other addresses as the parties may indicate in writing, by providing at least thirty (30) days written notice to the other, either by personal delivery, by overnight delivery or by certified or registered mail, return receipt requested, with proof of delivery thereof. The parties may hereafter mutually agree to accept service via facsimile, and any such facsimile service shall be deemed had upon receipt and proof of a written facsimile transmission confirmation page. Notice shall be deemed received upon acceptance or rejection, as evidenced by a written delivery receipt in relation thereto.

8. Law Governing

This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

9. Assignments

BRADFORD shall not assign this Agreement to any person or entity other than an Affiliate or Affiliates without the express written approval and consent by the VILLAGE. For purposes of this Agreement, an “Affiliate” shall mean any person or entity that is, directly or indirectly, a member or manager of BRADFORD or is owned or controlled by, or under common control or ownership with, one or more members or managers of BRADFORD and shall include any (i) member of such person’s family, (ii) estate planning trust or entity the trustee, beneficiary or manager of which is any such person or a member of such person’s family and (iii) trust or entity that results from the death or incapacity of any such person or a member of such person’s family.

It is understood that the VILLAGE will have the absolute right and discretion to refuse to consent to an assignment where the prospective assignee has ever been denied any business license, or has ever had a business license terminated, suspended or revoked, or has ever been convicted of a felony.

Notwithstanding any such assignment and/or assumption of responsibility, whether permitted or approved and consented to by the VILLAGE, BRADFORD shall remain liable for all of its agreements, covenants and obligations and the performance thereof pursuant to this Agreement.

10. Time

Time is of the essence under this Agreement and all time limits set forth herein are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the party excusing such timely performance.

11. Binding Effect

This Agreement shall inure to the benefit of, and shall be binding upon the VILLAGE and BRADFORD and its approved successors and assigns, subject, however, to the provisions of Paragraphs 9 and 12 hereof, and shall not run with the land.

12. Limitation of Liability

(a) No recourse under or upon any obligation, covenant or condition of this Agreement, or for any claim based thereon or otherwise related thereto, shall be had against the VILLAGE, or its officers, officials, agents and/or employees, in any amount or in excess of any specific sum agreed by the VILLAGE to be paid to BRADFORD hereunder, subject to the terms and conditions set forth herein, and no liability, right or claim at law or in equity shall attach to, or shall be incurred by, the VILLAGE, or its officers, officials, agents and/or employees, in excess of such amounts and any and all such rights or claims of BRADFORD against the VILLAGE, or its officers, officials, agents and/or employees are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the VILLAGE.

(b) No recourse under or upon any obligation, covenant or condition of this Agreement, or for any claim based thereon or otherwise related thereto, shall be had against the members, managers, officers, officials, agents and/or employees of BRADFORD, and no liability, right or claim at law or in equity shall attach to, or shall be incurred by, the members, managers, officers, officials, agents and/or employees of BRADFORD and any and all such rights or claims of VILLAGE against the members, managers, officers, officials, agents and/or employees of BRADFORD are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by BRADFORD.

13. Reimbursement for Legal and Other Fees and Expenses

Except as provided in the grammatical paragraph immediately following this grammatical paragraph, upon demand by the VILLAGE made by and through its President, BRADFORD from time to time shall promptly reimburse the VILLAGE for all reasonable out-of-pocket costs and expenses incurred by the VILLAGE in the administration of this Agreement if caused by, or attributable, to the unauthorized actions of BRADFORD or any of its members, managers, officers, employees, officials and/or agents.

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

In the event that any third party or parties institutes any legal proceedings against BRADFORD and/or the VILLAGE, which relate to the terms of this Agreement, then, in that event, BRADFORD shall indemnify and hold harmless the VILLAGE from any and all such proceedings. Further, BRADFORD, upon receiving notice from the VILLAGE of such legal proceedings, shall assume, fully and vigorously, the entire defense of such lawsuit or proceedings and any and all costs and expenses of whatever nature relating thereto; provided, however, that BRADFORD may not at any time settle or compromise such proceedings without the VILLAGE's consent and even then only so long as such settlement or compromise does not involve an admission of wrongdoing on the part of the VILLAGE, nor any liability on the part of the VILLAGE, monetary or otherwise.

If the VILLAGE, in its sole discretion, determines that there is, or may probably be, a conflict of interest between the VILLAGE and BRADFORD on an issue of material importance

to the VILLAGE, or which may reasonably have 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 that the VILLAGE exercises such option, then BRADFORD shall reimburse the VILLAGE from time to time on written demand from the VILLAGE President and notice of the amount due for any and all reasonable out-of-pocket costs and expenses, including but not limited to court costs, reasonable attorneys' fees, witnesses' fees and/or other litigation expenses incurred by the VILLAGE in connection therewith.

In the event that the VILLAGE or BRADFORD institutes legal proceedings against the other for a breach of this Agreement, or any term or condition hereof, and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in any judgment all costs and expenses of such legal proceedings incurred by the prevailing party, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, incurred in connection therewith. Either party may, in its sole discretion, appeal any judgment rendered in relation thereto.

14. Continuity of Obligations

Except as otherwise specifically provided for in this Agreement, the parties shall at all times during the term of this Agreement remain liable to the other for the faithful performance of all obligations imposed under this Agreement until: (a) the natural expiration of this Agreement's maximum ten (10) year period; (b) until the parties, at their sole option, have otherwise released the other party from any or all of its respective obligations hereunder; or (c) upon a material default by one party which default remains uncured beyond the applicable cure period and/or which is not subject to any cure period.

15. 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/or conditions set forth herein, or any of them, upon any other party imposed, shall not constitute or otherwise be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement and/or condition, but the same shall continue in full force and effect.

16. 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 or authorized official of the VILLAGE, unless otherwise expressly provided herein 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.

17. 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 under or relevant to such heading or not.

18. Authorization to Execute

The members of BRADFORD who have executed this Agreement hereby warrant that they have been lawfully authorized by BRADFORD to execute this Agreement on behalf of BRADFORD. The VILLAGE President and VILLAGE Clerk hereby warrant that they have been lawfully authorized by the VILLAGE Board to execute this Agreement on behalf of the VILLAGE. BRADFORD and the 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 any and all documents reasonably required to legally evidence the authority to so execute this Agreement on behalf of the respective parties.

19. Amendment

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings by and between the parties relative to the subject matter hereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than those expressly set forth herein. 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.

20. Counterparts

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

21. Curing Default

In the event of any default under or violation of this Agreement, the party not in default or violation shall serve written notice upon the party or parties in default or violation, which notice shall be in writing and shall specify the particular violation or default. Except as otherwise provided herein with respect to forfeiture by BRADFORD of payments due hereunder, as set forth in Paragraph 3 hereof, the parties reserve the right to cure any violation of this Agreement or default hereunder within thirty (30) days following such written notice of such default. Except as otherwise provided herein with respect to forfeiture by BRADFORD of payments due hereunder, if such default is so cured within said thirty (30) day period, all terms and conditions of this Agreement shall remain in full force and effect. If the parties cannot cure a default or violation hereof within said thirty (30) day period, then the other party shall grant a reasonable extension of the cure period, said extension not to exceed ninety (90) days, provided

that the party in default or violation is diligently pursuing completion and/or cure and tenders proof of such diligence to the non-defaulting party upon request. The non-defaulting party may, at its sole discretion, grant such additional extensions beyond the aforementioned ninety (90) day extension period as may, in the sole discretion of the non-defaulting party, be reasonably necessary to cure said default. Notwithstanding anything herein to the contrary, the aforesaid time periods shall be extended pursuant to Paragraph 24, if applicable, and the cure period for a violation of Paragraph 3(d) shall be one (1) year.

22. Conflict Between the Text and Exhibits

In the event of a conflict between the text of this Agreement and any Exhibits attached hereto, the text of the Agreement shall control and govern.

23. 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 the VILLAGE from performance under such invalid provision of this Agreement.

24. Force Majeure

In the event that either party hereto is delayed, hindered or prevented in performing any act required hereunder by reason of any act or occurrence beyond its reasonable control and not the fault of such party, including but not limited to labor disputes, material shortages, governmental restrictions or regulations, civil insurrection, war or other such reason, the party so delayed, hindered or prevented shall, if reasonably practicable hereunder, be excused from performance only for the period of such delay, hindrance and/or prevention and shall immediately tender said performance upon the removal and/or reconciliation of said interference.

25. 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.

26. Recording of Agreement

Neither this Agreement nor a memorandum thereof shall be recorded with the Recorder of Deeds of Cook County, Illinois.

27. Village Attorney’s Opinion

Within ten (10) days after the date hereof and as a material inducement to BRADFORD, the VILLAGE shall cause its legal counsel to issue to BRADFORD, for its and its successors’ and permitted assigns’, its legal opinion that this Agreement has been duly authorized by the VILLAGE, that the signature on behalf of the VILLAGE have been duly authorized and made and that the Agreement (excluding Paragraph 23) is valid and binding on the VILLAGE in accordance with its terms, excluding insolvency, bankruptcy and similar laws.

28. Execution of Agreement

This Agreement shall be signed last by the VILLAGE, and the President (Mayor) 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.

IN WITNESS WHEREOF, this Agreement as of the date and year first written above.

VILLAGE OF ORLAND PARK,
an Illinois municipal corporation

ATTEST:

By: _____
Village President

By: _____
Village Clerk

Date: _____, 2014

Date: _____, 2014

BRADFORD ORLAND PARK 1 LLC

WITNESS:

By: Bradford Real Estate Services Corp., its
manager

By: _____
Its _____

By: _____

Date: _____, 2014

Date: _____, 2014

EXHIBIT "A"

Legal Description of the Subject Property

LOTS 9, 12 AND THE WEST 99.59 FEET OF LOT 14 IN ORLAND PARK CROSSING, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 15, 2005 AS DOCUMENT NUMBER 0525845136, IN COOK COUNTY, ILLINOIS.

EXHIBIT “B”

Project Improvements To Substantiate Sales Tax Rebates

Decorative Lighting

Decorative Site Lights
Conduits/Electrical

Landscaping/Hardscape

Plant Material
Irrigation
Retaining Wall
Decorative Pavement
Decorative Fencing
Off-Site Restoration – Utilities
Recreational Path
Site Furniture

Signage

Monument Signs
Directional Signs/Brick Piers
Decorative Traffic Signs

Construction Improvements

95th Ave/141st St. – Roadway Improvements including Lighting/Signage
95th Ave/141st St. – Utilities
95th Ave/141st St. – Pavement
95th Ave/141st St. – Landscape & Irrigation

Utility Extensions

Sanitary Extension
Water Extension
Storm Extension

Other

Permits
Architectural fees
Engineering fees
Cost of Money Factor – 6% Per Annum
Other Related Soft Costs

EXHIBIT M
Orland Crossing – Bradford Group
Board Approved Conditions

1. Provide landscaping, above code requirements on the north side of the building.
2. Work with staff to accommodate all ornamental lighting issues.
3. The petitioner submit a Final Landscape Plan, meeting all Village Codes, for separate review and approval within 60 days of final engineering approval.
4. The petitioner must meet all final engineering and building code related items.
5. All mechanical equipment must be screened, either at grade level with landscaping or hidden behind the roofline.
6. The petitioner submit an appearance review for the proposed transparency of the windows once the floor plan is finalized.
7. Wall signs are subject to additional review and approval via the sign permitting process and additional restrictions may apply.
8. The petitioner submit a final plat of subdivision for review within 60 days of final engineering approval.