

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT made this ____ day of _____, 2002, by and between Calvary Chapel O'Hare and Pastor Jeff Deane (the "Church") and the Village of Franklin Park, (the "Village").

WHEREAS, the Church has filed a lawsuit in the Northern District of Illinois, Eastern Division, entitled *Calvary Chapel O'Hare and Pastor Jeff Deane v. The Village of Franklin Park*, Case No. 02 C 3338, making various constitutional and statutory claims, alleging, among other things, deprivation of property rights as it related to the Village's Zoning Code at the time the lawsuit was filed, which did not provide for churches as a permitted or conditional use in commercial districts of the Village of Franklin Park; and

WHEREAS, On July 29, 2002, the Village adopted certain Zoning Amendments to its Zoning Code which allow a church to apply for a conditional use for the property which is located in a commercial district and known as the Grand Bowl, which is located at 10040 Grand Avenue, Franklin Park, Illinois, and

WHEREAS, both parties have had the benefit of counsel and have agreed to the terms of this Settlement Agreement;

NOW THEREFORE, BE IT RESOLVED that, in consideration of this Settlement Agreement, the parties agree as follows:

1. The Church will file a petition for a conditional use permit to use the Grand Bowl property as a church by September 30, 2002.
2. Prior to filing an application for a conditional use, the Church shall provide the Village with a current Plat of Survey and a proposed site plan. The Church shall file an application

for a conditional use permit which is consistent with all generally applicable Village conditional use permit application requirements, including remitting all fees required.

3. The Village will review the application and inform the Church within ten (10) working days of its receipt of said permit application if the application is incomplete. Notice of an incomplete application will be provided in writing and must be received by the Church or its attorneys within the 10 day working period. If such notice is not received within 10 working days, the application will be deemed complete by the Village.

4. The Franklin Park Zoning Board of Appeals (the "ZBA") will hold a public hearing on the Church's conditional use permit application within sixty (60) days of receipt of the Church's completed application, and the ZBA will issue a recommendation on such application at the close of the public hearing.

5. The Village Board will take action on the recommendation of the ZBA at the next regularly scheduled Village Board meeting occurring not less than fourteen (14) days, and not more than twenty-eight (28) days, after the close of the public hearing and the public vote of the ZBA as to its recommendation.

6. The Village represents and warrants that its review of the conditional use permit application will be undertaken in good faith, and without regard to the Church having filed the instant lawsuit, Case No. 02 C 3338.

7. In consideration of the foregoing, the Church agrees to voluntarily dismiss the lawsuit referenced herein, with each party to bear its own costs and attorney fees. The Church and Pastor Deane further agree to forego, rescind, release, discharge and otherwise waive any claim or demand for costs or attorney fees incurred in the instant lawsuit, Case No. 02 C 3338, prior to the date of execution of this Agreement, regardless of the outcome of the Church's conditional use

permit application. The provisions of this paragraph shall be binding upon the personal representatives, officers, agents, employees, attorneys, successors and assigns of the Church and Pastor Deane.

8. The parties agree and represent that the Church does not agree to waive any constitutional or statutory claims that may arise out of a denial of the Church's conditional use permit application. However, the parties agree that the Church will not initiate any further litigation prior to the time provided herein for the Village Board to take action on the recommendation of the ZBA.

9. The parties understand and agree that the Village continues to deny the allegations contained in Plaintiffs' Complaint under Case No. 02 C 3338, and acknowledge that the execution of this Settlement Agreement on behalf of the Village is in no way an admission of liability or fault on the part of the Village.

10. All parties agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and affect to the basic terms and intent of this Settlement Agreement.

11. The parties agree and represent that no promise or agreement not expressed herein has been made to either party and that this Settlement Agreement contains the entire agreement between the parties hereto and that the terms of this Settlement Agreement are contractual in nature and not a mere recital.

12. All parties agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

13. This Agreement will be governed by Illinois law and may be executed in counterparts.

14. The parties hereby acknowledge that they have read the foregoing Settlement Agreement, know the contents thereof, and are executing the same as their own free and voluntary act.

IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on this 3rd day of September, 2002.

CALVARY CHAPEL O'HARE AND
PASTOR JEFF DEANE

VILLAGE OF FRANKLIN PARK,
an Illinois municipal corporation

By: _____
Jeff Deane

By: _____
Daniel Pritchett, its Mayor

ATTEST:

By: _____
Village Clerk