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Cook County Recorder 53.00

MAIL TO RECORDER'S BOX 324 (NFK)



FOR RECORDER'S USE

**NINETEENTH AMENDMENT TO ANNEXATION AND DEVELOPMENT
AGREEMENT (BURR RIDGE ASSOCIATES - 1000 BURR RIDGE PARKWAY)**

LEGAL DESCRIPTION:

Lots 1 and 2 in Burr Ridge Associates Subdivision, being a Resubdivision of part of the Northwest Quarter of Section 30, Township 38 North, Range 12 East of the Third Principal Meridian, according to the Plat thereof recorded December 8, 2000 as document number 00969413, in Cook County, Illinois.

The above-referenced legal description replaces the legal under Section 1: Rezoning and PUD Approval pursuant to above-referenced resubdivision.

PIN:

ADDRESS:

18-30-303-001

Vacant Property commonly known as
1100 Burr Ridge Parkway, Burr Ridge, IL

18-30-303-002

Vacant Property commonly known as
925 McClintock Drive, Burr Ridge, IL

MAIL TO RECORDER'S BOX 324 (NFK)

PREPARED & SUBMITTED BY

**Karen Thomas, Village Clerk
Village of Burr Ridge
7660 S. County Line Road
Burr Ridge, Illinois 60521**

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NINETEENTH AMENDMENT TO ANNEXATION AND DEVELOPMENT AGREEMENT (BURR RIDGE ASSOCIATES - 1000 BURR RIDGE PARKWAY)

THIS NINETEENTH AMENDMENT to Annexation and Development Agreement (Bridewell) (hereinafter referred to as "this Amendment") is made as of the 15th day of November, 2000, by and between the **VILLAGE OF BURR RIDGE**, an Illinois municipal corporation, Cook and DuPage Counties, Illinois ("Village"), **COLE TAYLOR BANK**, as Mortgagee, and **BURR RIDGE ASSOCIATES, LLC**, an Illinois limited liability company ("Owner").

WITNESSETH:

WHEREAS, Owner's predecessors in interest and the Village have entered into that Annexation and Development Agreement (Bridewell) dated as of May 4, 1982, and recorded in the Office of Recorder of Deeds of Cook County, Illinois, on June 29, 1982, as Document No. 26274780, as amended from time to time (the "Agreement").

WHEREAS, Owner is the owner of the property described below in Section 1 attached hereto and made a part hereof which is the property covered by this Amendment (the "Subject Property"); and

WHEREAS, Developer is the contract purchaser of the Subject Property and proposes to develop the Subject Property in accordance with the terms and conditions of this Amendment; and

WHEREAS, the parties hereto wish to amend the Agreement under the terms and conditions set forth herein; and

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WHEREAS, the Plan Commission has held a public hearing in the manner required by law in connection with the granting of a special use for a planned unit development for the Subject Property, after due notice having been given in accordance with law, and has recommended the requested granting of the special use permit for the Subject Property subject to certain conditions set forth below; and

WHEREAS, the Owner and Developer agree to resubdivide the Subject Property in accordance with the approved planned unit development; and

WHEREAS, the Corporate Authorities of the Village have held a public hearing on this Amendment in the manner required by law, due notice having been given in accordance with law;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

Section 1: Rezoning and PUD Approval. That the provisions of the Agreement be and are hereby amended to permit the rezoning of the Subject Property from L-1 Light Industrial District to O-2 Office and Hotel District, and upon approval and execution of this Amendment by all parties hereto the Village agrees to adopt the necessary ordinance so rezoning the Subject Property and also an ordinance granting a special use permit for a planned unit development. The Subject Property is located at 1000 Burr Ridge Parkway and is legally described as follows:

Lots 6 and 7 in Burr Ridge Unit 1, Being a Subdivision in the west 1/2 of Section

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30, Township 38 North, Range 12, East of the Third Principal Meridian, According to the Plat thereof recorded January 3, 1984 as Document 26915064, in Cook County, Illinois.

It is understood and acknowledged that there is no specific site plan approval for said planned unit development being agreed to herein, but the standards for future site plan approval are hereby established as follows.

Development of the Subject Property is subject to and conditioned upon compliance with the following terms and conditions:

- A. Final site, landscape sign and building elevation plans for all development within the planned unit development shall be subject to approval by the Board of Trustees upon recommendation by the Plan Commission.
- B. The Floor Area Ratio of the building(s) to be constructed on the Subject Property shall not exceed 0.6.
- C. Open space shall be provided by the required setbacks, parking lot landscaping islands, and other appropriate site planning design criteria as determined by the Board of Trustees at the time of final site plan review. Open space shall not be subject to the specific open space requirements of Section IX.D.8 of the Zoning Ordinance.
- D. Building heights shall not exceed 5 stories nor shall they exceed 70 feet.

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- E. A minimum 60 foot front yard setback shall be provided for all buildings exceeding 2 stories in height. A minimum 40 foot front yard setback shall be provided for all one and two story buildings.

Section 2: Subdivision Approval.

A Final Plat of Subdivision shall be submitted by Owner and/or Developer for approval by the Board of Trustees. The Final Plat shall establish two separate lots of record consistent with the preliminary plan previously submitted to the Village and attached hereto and hereby made a part hereof as **EXHIBIT A**. It is expressly understood that any requirement for preliminary plat approval is hereby waived. It is further understood that Owner and/or Developer has the responsibility to prepare such Final Plat.

Section 3: Reimbursement of Village for Legal and Other Fees and Expenses.

A. To Effective Date of this Amendment. The Owner and Developer, concurrently with approval of this Amendment, shall reimburse the Village for the following expenses incurred in the preparation and review of this Amendment, and any ordinances, letters of credit, plats, easements or other documents relating to the Subject Property:

- (1) the costs incurred by the Village for engineering services; and
- (2) all attorneys' fees incurred by the Village; and
- (3) miscellaneous Village expenses, such as legal publication costs, recording fees and copying expense.

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B. From and After Effective Date of this Amendment. Except as provided in the paragraph immediately following this paragraph, upon demand by Village made by and through its President, Owner and/or Developer from time to time shall promptly reimburse Village for all enumerated reasonable expenses and costs incurred by Village in the administration of the Amendment, including and limited to engineering fees, attorneys' fees and out of pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder; and the negotiation and preparation of letters of credit and escrow agreements to be entered into as security for the completion of land improvements.

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

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

In the event that any third party or parties institute any legal proceedings against the Owner, Developer and/or the Village, which relate to the terms of this Amendment, then, in

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that event, the Owner and Developer, on notice from Village shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:

1. Owner and Developer shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village.
2. If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between Village, Owner and Developer, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Owner and Developer shall reimburse the Village from time to time on written demand from the President of Village and notice of the amount due for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other expenses of litigation, incurred by the Village in connection therewith.

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

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may, in their sole discretion, appeal any such judgment rendered in favor of the Village against Owner and/or Developer.

Section 3: Notices.

Notice or other writings which any party is required to, or may wish to, serve upon any other party in connection with this Amendment shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

- (1) If to the Village or Corporate Authorities:

Village President
VILLAGE OF BURR RIDGE
7660 South County Line Road
Burr Ridge, Illinois 60521

With a copy to:

- (a) Village Administrator
VILLAGE OF BURR RIDGE
7660 South County Line Road
Burr Ridge, Illinois 60521
- (b) Terrence M. Barnicle
KLEIN, THORPE AND JENKINS, LTD.
20 North Wacker Drive, Ste. 1660
Chicago, Illinois 60606

- (2) If to the Mortgagee:

Cole Taylor Bank

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(3) If to the Owner:

Burr Ridge Associates, LLC
Stahelin Properties
800 Roosevelt Road, Suite 100
Glen Ellyn, Illinois 60137

or to such other address as any party may from time to time designate in a written notice to the other parties.

Section 4: Warranties and Representations.

The Owner and Developer represent and covenant to the Village as follows:

1. That the legal title holder and the owner of record of the Subject Property is as set forth on the first page of this Amendment, and that Developer has a contract to purchase the Subject Property.
2. That the Developer proposes to develop the Subject Property in the manner contemplated under this Amendment.
3. That other than the Owner and Developer, no other entity or person has any interest in the Subject Property or its development as herein proposed.
4. That Owner on behalf of Developer has provided the legal descriptions of the Subject Property set forth in this Amendment and the attached Exhibit and that said legal descriptions are accurate and correct.

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Section 5: Subordination of Mortgage(s).

In the event there are any existing mortgages or other liens of record against the Subject Property, Owner and Developer shall obtain by appropriate document(s) a subordination of right of such mortgagee and/or lienholder to the terms of this Amendment. In the event that the Owner and/or Developer (or any future owner and/or developer) obtain a mortgage or other loan of money secured by the Subject Property, the Owner and/or Developer (or future owner and/or developer) as the case may be, shall secure from such mortgagee or lender a subordination of its (their) rights to the terms and conditions of this Amendment.

Section 6: Disconnection.

Owner and Developer, and all subsequent owners and any subsequent developers, agree to take no action to disconnect, and to seek no petition for disconnection of the Subject Property, or any portion thereof, from the Village for the entire term of this Amendment.

Section 7: Waiver.

Failure of any party to this Amendment 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.

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Section 8: Village Approval.

Where Village approval or direction is required by this Amendment, such approval or direction means the approval or direction of the Corporate Authorities of the Village, and any such approval may be required to be given only after and if all requirements for granting such approval have been met.

Section 9: Recording of Amendment.

A copy of this Amendment shall be recorded by the Village at the expense of the Developer.

Section 10: Entire Understanding.

This Amendment sets forth all of the promises, inducements, agreements, conditions, and understandings between the respective entities 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 are herein set forth. Except as herein otherwise provided, no subsequent alterations, amendments, changes, or additions to this Amendment shall be binding upon the parties hereto unless authorized in accordance with the law and reduced to a writing signed by them.

Section 11: Amendment Controls if Conflict with Agreement.

To that extent that any provisions herein are in conflict with the express provisions of the Agreement, as amended, such provisions (insofar as there is an actual conflict) are superseded by the terms of this Amendment and are of no further legal force and effect as they relate to the

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development of the Subject Property. Otherwise, the terms of the Agreement shall apply to the development of the Subject Property to the extent there is no conflict.

Section 12: Execution.

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

Section 13: Term.

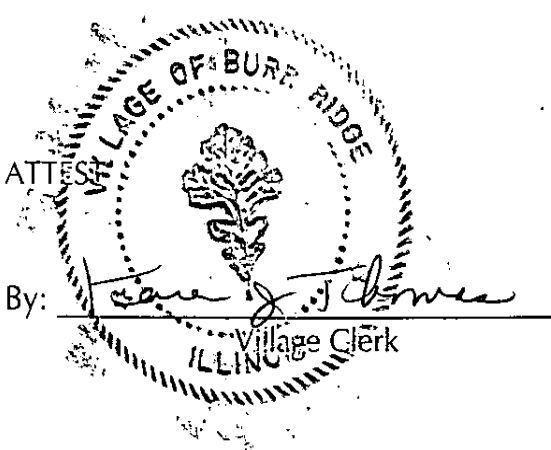
This Amendment shall be in full force and effect for a term of twenty (20) years from and after the date of execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on the day and year first above written.

VILLAGE OF BURR RIDGE, Cook and DuPage
Counties, Illinois

By: Jo V. Jones
Village President

By: Karen J. Jones
Village Clerk

The seal of the Village of Burr Ridge, Illinois, is circular with a decorative border. Inside the border, the words "VILLAGE OF BURR RIDGE" are written at the top and "ILLINOIS" at the bottom. In the center of the seal is a stylized tree or plant.

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Property of Cook County Clerk's Office



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COLE TAYLOR BANK, as Mortgagee

By: [Signature]
Its SVP

ATTEST:

By: [Signature]
Its REAL ESTATE BANKING OFFICER

BURR RIDGE ASSOCIATES, LLC, an Illinois limited liability company

By: [Signature]
Its Member

ATTEST:

By: [Signature]
Its MEMBER

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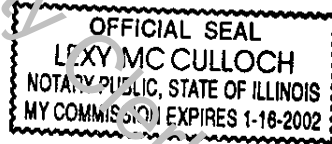
ACKNOWLEDGMENTS

STATE OF ILLINOIS)
)
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Jo Virginia Irmen, personally known to me to be the President of the Village of Burr Ridge, and Karen J. Thomas, personally known to me to be the Village Clerk of said municipal corporation, and personally known to be to be the same persons whose names are subscribed to the foregoing instrument, and that they 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, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 15th day of November 2000.

Commission expires 1/16, 2002. Lexy McCulloch
Notary Public



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STATE OF ILLINOIS)
)
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above-named David Livingston and Vilma Elizondo as SL. VICE PRESIDENT and R.E. Bkg. OFFICER of Cole Taylor Bank, as Mortgagee, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Sr. V. P. and R.E. Bkg. Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of Cole Taylor Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 14th date of November 2000.

Commission expires 9-02, 2002. Deborah R. Latham
Notary Public



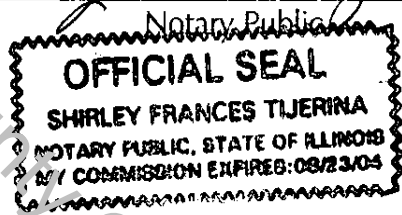
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Illinois
STATE OF DELAWARE)
COUNTY OF *DuPage*)

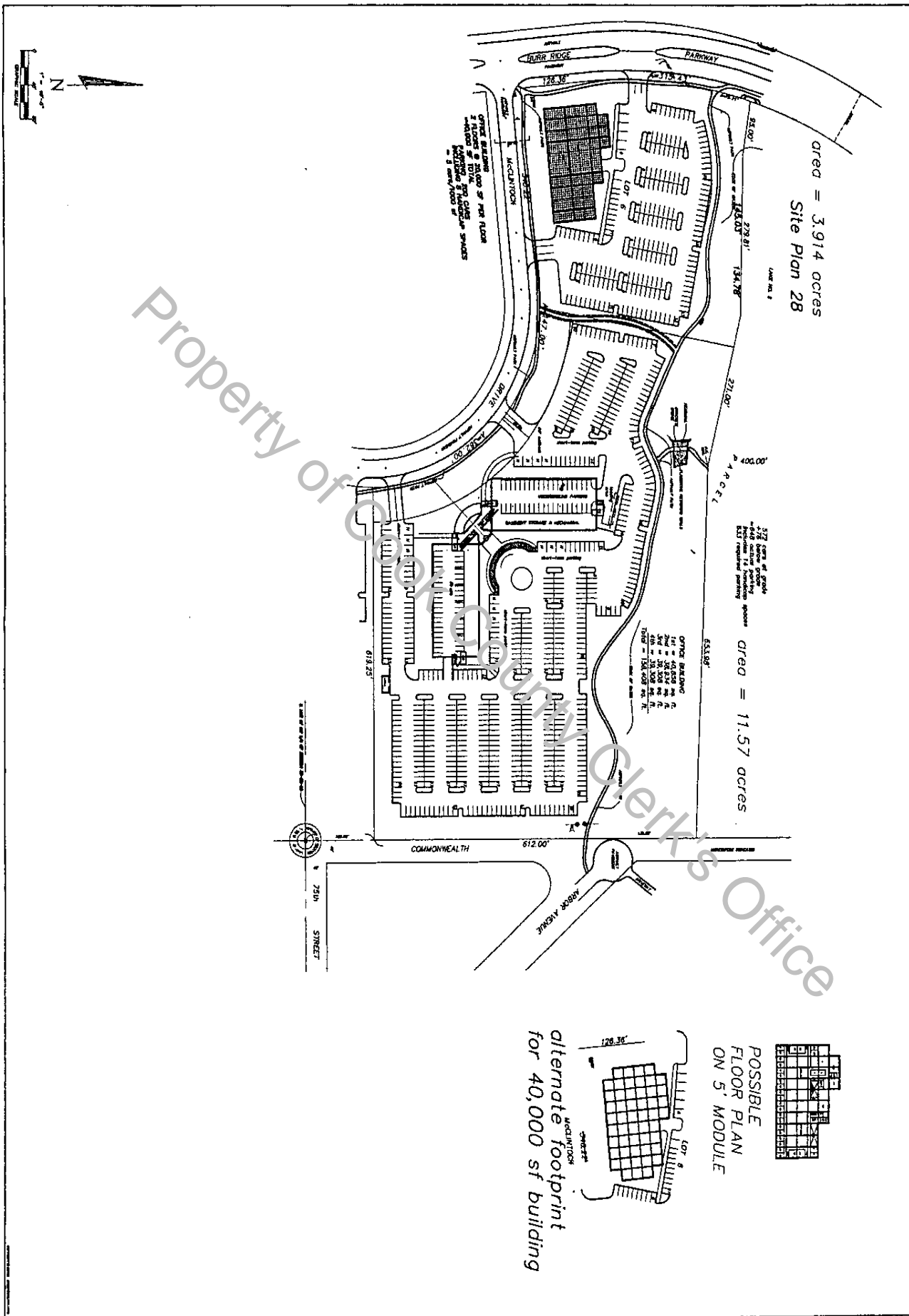
I, *The undersigned*, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that *Michael Stahelin* and *Leland M. Stahelin* respectively the *Member* and *Member* of Burr Ridge Associates, LLC, an Illinois limited liability company, is personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such *Member* and *Member*, respectively, appeared before me this day in person and acknowledged that they signed and delivered the above certificate as their own free and voluntary act and as the free and voluntary act of said Burr Ridge Associates, LLC for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this *14th* day of *November* 2000.

Commission expires _____, 2000. *Shirley Frances Tijerina*



UNOFFICIAL COPY **EXHIBIT A**



Property of [Watermark] Clerk's Office

Area = 3.914 acres
Site Plan 28

Area = 11.57 acres

alternate footprint
for 40,000 sf building

POSSIBLE
FLOOR PLAN
ON 5' MODULE

