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Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/16/2006 12:56 PM Pg: 1 of 9

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CH1-33683 / 04-07291
TCL
Lawyers Unit # 11344 Case#

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This instrument was prepared by
and after recording return to:

D. Albert Daspin
Daspin & Aument, LLP
227 W. Monroe St., Suite 3500
Chicago, Illinois 60606

**ASSIGNMENT OF DEVELOPMENT
AGREEMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT OF DEVELOPMENT AGREEMENT AND ASSUMPTION AGREEMENT ("Agreement") is dated as of August 15, 2006 by and between Opus North Corporation, an Illinois corporation ("Assignor"), and Opus Real Estate IL VII Burr Ridge, L.L.C., a Delaware limited liability company ("Assignee").

RECITALS:

A. By that certain Development Agreement Between Village of Burr Ridge And Opus North Corporation (Burr Ridge Town Center), dated as of April 29, 2005, and recorded as Document Number 0515103100, as amended by that certain First Amendment to Development Agreement Between Village of Burr Ridge And Opus North Corporation (Burr Ridge Town Center) dated as of June 29, 2006, and recorded as Document Number 0621510090, and that certain letter agreement dated July 21, 2006 (collectively, the "Development Agreement"), between Assignor and the Village of Burr Ridge, Cook and DuPage Counties, Illinois, a municipal corporation ("Village"), Assignor and Village entered into certain agreements with respect to the proposed development of the Subject Property for the purpose of facilitating the economic and related development of a mixed-use project at the Subject Property, which Subject Property is legally described on Exhibit A attached hereto and made a part hereof.

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B. Assignor desires to assign to Assignee all of Assignor's right, title and interest in, to and under the Development Agreement. Assignee desires to accept the foregoing assignment and assume and agree to keep, perform and observe all of the terms, covenants, agreements and conditions contained in the Development Agreement on Assignor's part to be kept, performed and observed.

C. Unless otherwise provided herein, all capitalized words and terms in this Agreement shall have the same meanings ascribed to such words and terms as in the Development Agreement, and all references to the Development Agreement shall mean and refer to the Development Agreement as amended by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

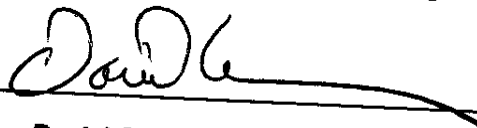
1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in, to and under the Development Agreement. Assignee hereby accepts such assignment and assumes the Development Agreement and agrees to keep, perform and observe all the terms, covenants, agreements and conditions therein contained on Assignor's part to be kept, performed and observed.
2. Anything to the contrary in this Agreement notwithstanding, in accordance with Section 5 of the Development Agreement, Assignor (i) shall continue to be obligated to complete the construction of the Public On-Site Roadway Improvements in accordance with the terms of the Development Agreement, and any other public improvements required to be constructed by Owner as part of the final planned unit development, and (ii) shall remain liable for payment of the cost of the Off-Site Roadway Improvements, subject to the conditions and limitations herein contained, including the Off-Site Roadway Improvements Cap.
3. This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by all parties. This Agreement constitutes the entire agreement between the parties with respect to the subject matter set forth herein and supersedes all prior negotiations, discussions, writings and agreements between them in connection therewith.
4. This Agreement may be executed in counterparts by the parties hereto, and each such counterpart shall be deemed an original instrument, but all such counterparts when taken together shall constitute but one Agreement.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

[Signature page follows.]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Opus North Corporation, an Illinois corporation

By: 

Its: **Daniel G. Queenan**
Vice President, General Manager

Opus Real Estate IL VII Burr Ridge, L.L.C., a Delaware limited liability company

By: _____

Its: _____

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Opus North Corporation, an Illinois corporation

By: _____

Its: _____

Opus Real Estate IL VII Burr Ridge, L.L.C., a Delaware limited liability company

By: _____

Its: **Wade C. Lau**
Vice President

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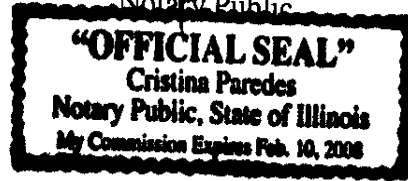
STATE OF ILLINOIS)

COUNTY OF Cook) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Daniel G. Queenan, the Vice President of Opus North Corporation, an Illinois corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 14th date of August, 2006.

Cristina Paredes
Notary Public



STATE OF _____)
COUNTY OF _____) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, the _____ President of Opus Real Estate IL VII Burr Ridge, L.L.C., a Delaware limited liability company, is personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such _____ President, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this _____ date of _____, 2006.

Notary Public

UNOFFICIAL COPY

STATE OF ILLINOIS)

) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, the _____ President of Opus North Corporation, an Illinois corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____ President, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

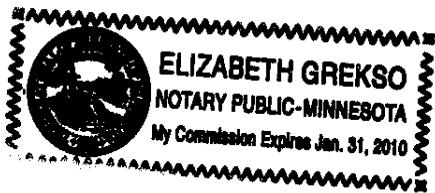
GIVEN under my hand and Notary Seal this _____ date of _____, 2006.

Notary Public

STATE OF Minnesota)
) SS
COUNTY OF Hennepin)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Wade Lau, the Vice President of Opus Real Estate IL VII Burr Ridge, L.L.C., a Delaware limited liability company, is personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 11th date of August, 2006.



Elizabeth Grekso
Notary Public

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EXHIBIT A

Legal Description of Subject Property

THAT PART OF THE WEST 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF PERMANENT EASEMENT FOR HIGHWAY PURPOSES (INTERSTATE ROUTE 55) PER INSTRUMENT RECORDED AUGUST 12, 1959 AS DOCUMENT NO. 17627674, WITH THE WESTERLY LINE OF BURR RIDGE PARKWAY IN BURR RIDGE PARK UNIT 1, BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 30, AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 3, 1984 AS DOCUMENT NO. 26915064; THE FOLLOWING THREE COURSES ARE ALONG THE WESTERLY LINE OF SAID BURR RIDGE PARKWAY; THENCE SOUTHERLY ALONG A CURVED LINE CONVEX EASTERLY AND HAVING A RADIUS OF 690.00 FEET, AN ARC DISTANCE OF 642.83 FEET TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 34 DEGREES 14 MINUTES 40 SECONDS WEST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 81.30 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY, HAVING A RADIUS OF 865.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 274.49 FEET TO A POINT FOR A PLACE OF BEGINNING: THENCE NORTH 51 DEGREES 06 MINUTES 52 SECONDS WEST, 94.61 FEET; THENCE NORTH 80 DEGREES 06 MINUTES 52 SECONDS WEST, 426.44 FEET TO A POINT ON THE EASTERLY LINE OF THE PERMANENT EASEMENT FOR HIGHWAY PURPOSES AS PER INSTRUMENT RECORDED AUGUST 12, 1959 AS DOCUMENT NO. 17627674, SAID POINT BEING 3644.26 FEET NORTH AND 1888.33 FEET WEST OF THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID SECTION 30, AS MEASURED ALONG THE EAST LINE THEREOF AND ALONG A LINE AT RIGHT ANGLES THERETO; THE FOLLOWING FIVE COURSES ARE ALONG THE EASTERLY LINE OF SAID PERMANENT EASEMENT FOR HIGHWAY PURPOSES: THENCE SOUTH 28 DEGREES 39 MINUTES 26 SECONDS WEST, 108.94 FEET; THENCE SOUTH 54 DEGREES 06 MINUTES 58 SECONDS WEST, 363.45 FEET; THENCE SOUTH 45 DEGREES 34 MINUTES 39 SECONDS WEST, 173.08 FEET; THENCE SOUTH 27 DEGREES 07 MINUTES 58 SECONDS WEST, 185.31 FEET; THENCE SOUTH 09 DEGREES 38 MINUTES 57 SECONDS WEST, 408.76 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTH 00 DEGREES 00 MINUTES 34 SECONDS WEST ALONG THE EASTERLY LINE OF SAID PERMANENT EASEMENT FOR HIGHWAY PURPOSES PER DOCUMENT NO. 17627674, TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF FRONTAGE ROAD ACCORDING TO THE PLAT OF DEDICATION RECORDED MARCH 19, 1985 AS DOCUMENT NO. 27479279; THE FOLLOWING FIVE COURSES ARE ALONG THE NORTHEASTERLY LINE OF SAID FRONTAGE ROAD; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 375.00 FEET, AN ARC DISTANCE OF 222.70 FEET TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 50 DEGREES 16 MINUTES 35 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 303.98 FEET TO A POINT OF

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CURVATURE IN SAID LINE; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 425.00 FEET, AN ARC DISTANCE OF 231.81 FEET TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 19 DEGREES 01 MINUTES 32 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 115.88 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHERLY AND HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 49.57 FEET TO A POINT OF COMPOUND CURVATURE WITH THE WESTERLY LINE OF BURR RIDGE PARKWAY IN SAID BURR RIDGE PARK UNIT 1; THE FOLLOWING FIVE COURSES ARE ALONG THE WESTERLY LINE OF BURR RIDGE PARKWAY IN SAID BURR RIDGE PARK UNIT 1: THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX SOUTHEASTERLY AND HAVING A RADIUS OF 705.00 FEET, AN ARC DISTANCE OF 547.22 FEET TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 21 DEGREES 30 MINUTES 04 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 363.20 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHERLY ALONG A CURVED LINE CONVEX EASTERLY AND HAVING A RADIUS OF 675.00 FEET, AN ARC DISTANCE OF 321.83 FEET TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 05 DEGREES 29 MINUTES 00 SECONDS WEST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 279.36 FEET TO A POINT OF CURVATURE IN SAID LAST LINE; THENCE NORTHERLY ALONG A CURVED LINE CONVEX WESTERLY AND HAVING A RADIUS OF 865.00 FEET, AN ARC DISTANCE OF 325.28 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

THAT PART OF THE WEST 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE PERMANENT EASEMENT FOR HIGHWAY PURPOSES (INTERSTATE ROUTE 55) PER INSTRUMENT RECORDED AUGUST 12, 1959 AS DOCUMENT NUMBER 17627674, WITH THE WESTERLY LINE OF BURR RIDGE PARKWAY IN BURR RIDGE PARK UNIT 1, BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 30, AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 3, 1984 AS DOCUMENT NUMBER 26915064; THE FOLLOWING SEVEN COURSES ARE ALONG THE WESTERLY LINE OF SAID BURR RIDGE PARKWAY; THENCE SOUTHERLY ALONG A CURVED LINE CONVEX EASTERLY AND HAVING A RADIUS OF 690.00 FEET, AN ARC DISTANCE OF 642.83 FEET TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 34 DEGREE 14 MINUTES 40 SECONDS WEST ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT 81.30 FEET TO A POINT OF CURVATURE IN SAID LINE, THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY, HAVING A RADIUS OF 865.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 599.77 FEET TO POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 05 DEGREES 29 MINUTES 00 SECONDS EAST ALONG THE WESTERLY LINE OF SAID BURR RIDGE DRIVE, BEING TANGENT TO SAID LAST

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DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 279.36 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID BURR RIDGE PARKWAY, BEING A CURVED LINE CONVEX EASTERLY AND HAVING A RADIUS OF 675.00 FEET, AN ARC DISTANCE OF 321.83 FEET TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 21 DEGREES 50 MINUTES 04 SECONDS WEST ALONG THE WESTERLY LINE OF SAID BURR RIDGE PARKWAY, 363.20 FEET TO POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE WESTERLY LINE OF SAID BURR RIDGE PARKWAY, BEING A CURVED LINE CONVEX SOUTHEASTERLY AND HAVING A RADIUS OF 705.00 FEET, AN ARC DISTANCE OF 547.22 FEET TO A POINT OF COMPOUND CURVATURE, SAID POINT BEING THE INTERSECTION OF SAID WESTERLY LINE WITH THE NORTHEASTERLY LINE OF FRONTAGE ROAD ACCORDING TO THE PLAT OF DEDICATION RECORDED MARCH 19, 1985 AS DOCUMENT NUMBER 27479279; THE FOLLOWING FOUR COURSES ARE ALONG THE NORTHEASTERLY LINE OF SAID FRONTAGE ROAD; THENCE WESTERLY ALONG A CURVED LINE CONVEX SOUTHERLY AND HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 49.57 FEET TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 19 DEGREES 01 MINUTES 32 SECONDS WEST, 115.88 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 425.00 FEET, AN ARC DISTANCE OF 231.81 FEET TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 50 DEGREES 16 MINUTES 35 SECONDS WEST, 4.75 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID FRONTAGE ROAD NORTH 50 DEGREES 16 MINUTES 35 SECONDS WEST, 299.22 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID FRONTAGE ROAD, BEING A CURVED LINE CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 375.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 222.70 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF THE PERMANENT EASEMENT FOR HIGHWAY PURPOSES PER INSTRUMENT RECORDED AUGUST 12, 1959 AS DOCUMENT NUMBER 17627674; THE FOLLOWING THREE COURSES ARE ALONG THE EASTERLY LINE OF SAID PERMANENT EASEMENT FOR HIGHWAY PURPOSES; THENCE NORTH 00 DEGREES 00 MINUTES 34 SECONDS EAST, 77.70 FEET, THENCE NORTH 09 DEGREES 38 MINUTES 57 SECONDS EAST, 408.76 FEET; THENCE NORTH 27 DEGREES 07 MINUTES 58 SECONDS EAST, 62.76 FEET TO A POINT ON THE EASTERLY LINE OF SAID PERMANENT EASEMENT FOR HIGHWAY PURPOSES; THENCE SOUTH 80 DEGREES 21 MINUTES 03 SECONDS EAST, 603.43 FEET; THENCE SOUTH 09 DEGREES 38 MINUTES 57 SECONDS WEST, 256.92 FEET; THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG A NONTANGENTIAL CURVED LINE CONVEX WESTERLY AND HAVING A RADIUS OF 50.00 FEET, HAVING A CHORD BEARING OF SOUTH 09 DEGREES, 38 MINUTES 57 SECONDS WEST, AN ARC DISTANCE OF 164.29 FEET; THENCE SOUTH 09 DEGREES 38 MINUTES 57 SECONDS WEST ALONG A LINE NOT TANGENT TO LAST DESCRIBED CURVED LINE, 159.30 FEET; THENCE SOUTH 40 DEGREES 14 MINUTES 07 SECONDS WEST, 394.86 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.