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Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 09/20/2006 10:54 AM Pg: 1 of 9

-----Reserved for Recording Data-----

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

## SECOND AMENDMENT TO INCREMENTAL SALES TAX REBATE AGREEMENT OPUS NORTH CORPORATION

THIS SECOND AMENDMENT TO INCREMENTAL SALES TAX REBATE AGREEMENT OPUS NORTH CORPORATION ("Second Amendment") is made as of August 29, 2006, by Opus Real Estate IL VII, L.L.C., a Delaware limited liability company ("Developer"), as the successor in interest to Opus North Corporation, an Illinois corporation, and the Village of Burr Ridge, Cook and DuPage Counties, Illinois, a municipal corporation ("Village").

### RECITALS

A. By that certain Incremental Sales Tax Rebate Agreement Opus North Corporation, dated as of April 29, 2005, and recorded as Document Number 0515103099, as amended by that certain letter agreement dated July 21, 2006 (a copy of which is attached hereto and made a part hereof as Exhibit B) (collectively, the "Sales Tax Rebate Agreement"), Developer and Village entered into certain cost-sharing and funding agreements with respect to the proposed construction and installation of certain improvements in connection with the proposed development of the Subject Property.

B. Developer and Village now desire to amend and modify the Sales Tax Rebate Agreement in the manner hereinafter set forth.

C. Unless otherwise provided herein, all capitalized words and terms in this First Amendment shall have the same meanings ascribed to such words and terms as in the Sales Tax Rebate Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and the Village hereby agree as follows:

108-70744/42  
CH1-33683A TEL  
04-07291  
Lawyers Unit # 11344 Case #

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1. Exhibit A of the Sales Tax Rebate Agreement is hereby deleted, and Exhibit A attached hereto and made a part hereof is hereby substituted therefor.

2. Except as expressly provided in this Second Amendment, all other provisions of the Sales Tax Rebate Agreement remain in full force and effect and are not modified by this Second Amendment, and the parties hereby ratify and confirm each and every provision thereof.

3. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature page follows.]

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Developer and Village have caused this Second Amendment to be executed as of the day and year first above written.

ATTEST:

VILLAGE OF BURR RIDGE,  
a municipal corporation

By *Karen Thomas*  
Village Clerk

By *Albert J. Pareza*  
Mayor Pro-Tem

ATTEST:

OPUS REAL ESTATE IL VII, L.L.C.,  
a Delaware limited liability company

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

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## ACKNOWLEDGMENTS

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS  
COUNTY OF DuPAGE )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Albert Paveza, personally known to me to be the Mayor Pro-Tem of the Village of Burr Ridge, and Karen Thomas, 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 Mayor Pro-Tem 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 14<sup>th</sup> day of August, 2006.

*Cynthia L. Haywood*  
\_\_\_\_\_  
Notary Public



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IN WITNESS WHEREOF, Developer and Village have caused this Second Amendment to be executed as of the day and year first above written.

ATTEST:

VILLAGE OF BURR RIDGE,  
a municipal corporation

By \_\_\_\_\_  
Village Clerk

By \_\_\_\_\_  
Mayor Pro-Tem

ATTEST:

OPUS REAL ESTATE L VII, L.L.C.,  
a Delaware limited liability company

By: *Stephanie J. [Signature]*  
Its Executive Assistant

*[Signature]*  
By: \_\_\_\_\_  
Its Wade C. Lau  
**Vice President**

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## EXHIBIT A

### Legal Description of 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 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 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 642.85 FEET TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 34 DEGREES 14 MINUTES 40 SECONDS WEST ALONG A LINE TANGENT TO 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 PLACE OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG THE WESTERLY LINE OF SAID BURR RIDGE PARKWAY THE FOLLOWING FIVE (5) COURSES AND DISTANCES; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY, HAVING A RADIUS OF 865.00 FEET, HAVING A CHORD BEARING OF SOUTH 05 DEGREES 17 MINUTES 23 SECONDS WEST, AN ARC DISTANCE OF 325.28 TO A 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 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, 138.72 FEET; THENCE NORTH 39 DEGREES 38 MINUTES 59 SECONDS EAST, 131.71 FEET; THENCE SOUTH 80 DEGREES 19 MINUTES 25 SECONDS EAST, 157.13 FEET; THENCE NORTH 40 DEGREES 14 MINUTES 07 SECONDS EAST, 184.47 FEET; THENCE NORTH 09 DEGREES 38 MINUTES 57

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SECONDS EAST, 159.30 FEET; THENCE ALONG A NONTANGENTIAL CURVED LINE CONVEX WESTERLY AND HAVING A RADIUS OF 50.00 FEET, HAVING A CHORD BEARING OF NORTH 09 DEGREES 38 MINUTES 57 SECONDS EAST, AN ARC DISTANCE OF 164.29; THENCE NORTH 09 DEGREES 38 MINUTES 57 SECONDS EAST ALONG A LINE NOT TANGENT TO LAST DESCRIBED CURVED LINE, 256.92 FEET; THENCE NORTH 80 DEGREES 21 MINUTES 03 SECONDS WEST, 232.69 FEET; THENCE NORTH 30 DEGREES 21 MINUTES 01 SECONDS WEST, 347.50 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; THE FOLLOWING TWO COURSES ARE ALONG THE EASTERLY LINE OF SAID PERMANENT EASEMENT FOR HIGHWAY PURPOSES: THENCE NORTH 54 DEGREES 06 MINUTES 58 SECONDS EAST, 350.62 FEET; THENCE NORTH 28 DEGREES 39 MINUTES 26 SECONDS EAST, 108.94 FEET TO A 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; THENCE SOUTH 80 DEGREES 06 MINUTES 52 SECONDS EAST, 426.44 FEET; THENCE SOUTH 51 DEGREES 06 MINUTES 52 SECONDS EAST, 94.61 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



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Opus North Corporation  
9700 West Higgins Road, Suite 900  
Rosemont, Illinois 60018

July 21, 2006

Steve Stricker, Village Administrator  
Village of Burr Ridge  
Village Hall  
7660 South County Line Road  
Burr Ridge, Illinois 60527

**Re: Development Agreement Between Village of Burr Ridge and Opus North Corporation (Burr Ridge Town Center) dated as of April 29, 2005 (as amended from time to time, "Development Agreement") by and between the Village of Burr Ridge ("Village") and Opus North Corporation ("Opus"), and Incremental Sales Tax Rebate Agreement dated as of April 29, 2005 ("Rebate Agreement") by and between the Village and Opus**

Dear Steve:

Reference is hereby made to the Development Agreement and the Rebate Agreement. Words and terms not otherwise defined herein shall have the same meanings ascribed to such words and terms as in the Development Agreement. Facsimile signatures shall have the same force and effect as originals, and execution of this letter agreement by the parties may be done in counterparts.

The Village and Opus hereby agree that the Development Agreement is hereby amended, in part, in that the date "July 31, 2006" in Section 34 thereof is hereby deleted in its entirety and the date "August 21, 2006" substituted therefor, and hereby agree that the Rebate Agreement is hereby amended, in part, in that the date "July 31, 2006" in Section 1(i) and in Section 8 L thereof is hereby deleted and the date "August 21, 2006" substituted therefor.

Except as otherwise provided in this letter agreement, all provisions of the Development Agreement and the Rebate Agreement remain in full force and effect and are not modified by this letter agreement, and the parties hereby ratify and confirm each and every provision thereof.

Please indicate the Village's agreement with and acceptance of the terms of this letter agreement by executing this letter agreement in the space provided below and return the same to the attention of the undersigned.

Best regards,

Opus North Corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

Agreed and accepted to as of July \_\_, 2006

The Village of Burr Ridge,  
a municipal corporation

By: \_\_\_\_\_

Its: President