

# UNOFFICIAL COPY

**THIS DOCUMENT WAS PREPARED BY:**

E. Kenneth Friker, Esq.  
Klein, Thorpe and Jenkins, Ltd.  
20 North Wacker Drive, Suite 1660  
Chicago, IL 60606



Doc#: 0706526173 Fee: \$38.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 03/06/2007 04:05 PM Pg: 1 of 8

**AFTER RECORDING MAIL TO:  
RECORDER'S BOX 324**

(Dm) (OH 2384-898)

For Recorder's Use Only

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT  
(LEXUS OF ORLAND - 8210 W. 159<sup>TH</sup> STREET)**

THIS AMENDMENT, made and entered into this 6<sup>th</sup> day of February, 2006, by and between the VILLAGE OF ORLAND PARK, Cook and Will Counties, Illinois, an Illinois municipal corporation (hereinafter referred to as "Village"), and CODY PROPERTIES, LLC, an Illinois limited liability company (hereinafter referred to as "Owner").

**WITNESSETH:**

WHEREAS, on January 24, 2004, a certain Development Agreement (hereinafter referred to as the "Agreement") between the Village and the Owner was executed; and

WHEREAS, said Agreement was amended on November 6, 2006; and

WHEREAS, said Agreement related to the real estate (hereinafter referred to as the "Subject Property"), consisting of approximately 7.352 gross acres and legally described as follows:

**PARCEL 1:**

A PART (EXCEPTING THEREFROM THAT PORTION LYING SOUTH OF THE NORTH LINE OF PROPERTY, ACQUIRED FOR WIDENING OF 159<sup>TH</sup> STREET BY CONDEMNATION PROCEEDING BY CASE 71 L1 2086 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS) OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS; SAID PART DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER BEING 823.79 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 481.19 FEET ON A LINE (WHOSE NORTHERN TERMINUS IS ON THE NORTH LINE OF THE

# UNOFFICIAL COPY

SOUTH HALF OF SAID SOUTHEAST QUARTER MEASURED NORMAL THERETO) TO A POINT; THENCE WEST 328.83 FEET ON A LINE 481.19 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF SAID SOUTHEAST QUARTER TO A POINT ON A LINE 495.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 481.19 FEET ON SAID LINE 495.00 FEET EAST TO A POINT ON SAID SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE EAST 328.79 FEET ON SAID SOUTH LINE OF SAID SOUTHEAST QUARTER TO SAID POINT OF BEGINNING OF SAID PART.

## PARCEL 2:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 14 THAT IS 823.79 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 14 AND RUNNING NORTHERLY ALONG A STRAIGHT LINE WHOSE NORTHERN TERMINUS IS A POINT IN THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 14 AFORESAID, LOCATED 823.90 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 14, A DISTANCE OF 500.00 FEET; THENCE EAST ALONG A LINE 500 FEET NORTH OF (BY RECTANGULAR MEASUREMENT) THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 14 A DISTANCE OF 391.18 FEET TO THE WESTERLY LINE OF THE 215.0 FEET WIDE RIGHT-OF-WAY OF THE COMMONWEALTH EDISON COMPANY, THENCE SOUTHWESTERLY ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF THE COMMONWEALTH EDISON COMPANY, A DISTANCE OF 291.55 FEET TO A POINT THAT IS 208.90 FEET NORTH OF (BY RECTANGULAR MEASUREMENT) THAT SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 14, THENCE WESTERLY ALONG A LINE PARALLEL TO AND 208.90 FEET NORTH OF (BY RECTANGULAR MEASUREMENT) THE SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 14, A DISTANCE OF 218.79 FEET TO A POINT THAT IS 356.06 FEET WEST OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14 AFORESAID; THENCE SOUTHERLY ALONG SAID LINE PARALLEL TO THE SAID EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14 AFORESAID TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14, THENCE WESTERLY ALONG THE SAID SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 14, A DISTANCE OF 156.19 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

THE SOUTH 208.9 FEET (EXCEPT THE SOUTH 50 FEET THEREOF) OF THE EAST 356.06 FEET (EXCEPT THE EAST 156.06 FEET THEREOF) OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14,

# UNOFFICIAL COPY

TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN COOK COUNTY, ILLINOIS.

and identified by the following P.I.N.s: 27-14-401-003, -004, -005, -015 and -024; and

WHEREAS, Owner is the legal titleholder of record of the Subject Property; and

WHEREAS, Village and Owner desire that said Agreement be amended with respect to reimbursement of the Owner for the cost of termination of the existing outdoor billboard sign lease and removal of said billboard sign as set forth in SECTION 11 of the Agreement due to Owner's increased cost; and

WHEREAS the Corporate Authorities of the Village have considered this Amendment and have determined that the best interests of the Village will be served by authorizing this Amendment.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

## SECTION 1:

The preambles set forth above are hereby incorporated into and made a part of this Amendment.

## SECTION 2:

SECTION ELEVEN of said Agreement shall be further amended to read as follows:

"SECTION ELEVEN: Reimbursement by Village of Certain Development Costs.

In cooperation with Commonwealth Edison Co., the Village shall complete underground burial of utility lines on the Subject Property to 84<sup>th</sup>.

The Village shall reimburse Owner a total of THREE HUNDRED THOUSAND THIRTY-FIVE AND 25/100 DOLLARS (\$300,035.25) for:

- (a) The cost of termination of the existing outdoor billboard sign lease, and removal of said billboard sign, in the amount of TWO HUNDRED SIXTY-ONE THOUSAND THIRTY-FIVE AND 25/100 DOLLARS (\$261,035.25); and
- (b) The cost of extending the water line serving the Subject Property across the adjacent Commonwealth Edison right-of-way to the west property line of the Rizza property in the amount of THIRTY-NINE THOUSAND DOLLARS (\$39,000.00)."

# UNOFFICIAL COPY

## SECTION 3:

All of the other terms, covenants and conditions of said Agreement, not deleted or amended herein shall remain in full force and effect during the effective term of said Agreement.

## SECTION 4:

This Amendment shall be binding upon and inure to the benefit of the parties hereto, successor owners of record of Subject Property, and their assignees, lessees and upon any successor municipal authorities of said Village and successor municipalities, as provided in the January 24, 2004, Development Agreement.

## SECTION 5:

Notwithstanding any provision of this Amendment to the contrary, the Owner shall at all times during the term of this Amendment remain liable to the Village for the faithful performance of all obligations imposed upon Owner by this Amendment until such obligations have been fully performed or until Village, at its sole option, has otherwise released Owner from any or all of such obligations as provided elsewhere in the Agreement, as amended.

## SECTION 6:

It is understood and agreed to by the parties that, except as expressly set forth herein, the Village is not relinquishing any available rights or remedies under the previously entered into Agreement, as amended, and that a violation of this Amendment shall constitute a violation of the Agreement, as amended, as fully as if the violation was a violation of one of the original terms of the Agreement. Also, regardless of whether the Owner is in default hereunder, nothing herein shall be construed to excuse the Owner from any or all of its obligations under the Agreement except as specifically set forth herein.

## SECTION 7:

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.

## SECTION 8:

A copy of this Amendment or a memorandum of this Amendment shall be recorded in the Office of the Cook County Recorder of Deeds by the Village.

# UNOFFICIAL COPY

SECTION 9:

The member/manager of the Owner executing this Amendment warrants that he has been lawfully authorized to execute this Amendment on behalf of said Owner. 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 Amendment. 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, letters of direction, ordinances or other documents required to legally evidence the authority to so execute this Amendment on behalf of the respective entities.

SECTION 10:

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

SECTION 11:

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

IN WITNESS WHEREOF, the parties hereto, pursuant to the authority in each vested according to law and pursuant to duly enacted ordinances and resolutions, have hereunto caused this document to be signed by its duly authorized officers and the corporate seals to be properly affixed hereto.

VILLAGE OF ORLAND PARK,  
an Illinois municipal corporation

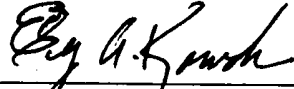
By: *Amie J. McLaughlin*  
Village President

ATTEST: *David B. Mohr*  
By: *David B. Mohr*  
Village Clerk

# UNOFFICIAL COPY

OWNER:

CODY PROPERTIES, LLC, an Illinois  
limited liability company

By:   
Its: Sole Member and Manager

Property of Cook County Clerk's Office



