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Eugene "Gene" Moore

Cook County Recorder of Deeds
Date: 03/08/2007 02:49 PM Pg: 1 of 7

Prepared by: Klein Thorpe & Jenkins, Ltd. 20 North Wacker Drive Suite 1660 Chicago, IL 60606 Michael A. Marrs (OH 1849-017)

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## **COOK COUNTY, ILLINOIS**

#### RECORDING COVER SHEET

**FOR** 

AN ADDENDUM TO A REDEVELOPMENT AGREEMENT BETWEEN BUSHWOOD, LLC AND THE VILLAGE OF MAYWOOD, ILLINOIS IN REGARD TO THE SALE AND DEVELOPMENT OF 30 WEST MADISON STREET, MAYWOOD, COOK COUNTY, ILLINOIS WITH EXHIBIT A

P.I.N.'S:

15-14-203-011 & 15-14-203-013

ADDRESS: 3

30 WEST MADISON.

MAYWOOD,

СООК

**COUNTY, ILLINOIS** 

After recording return to:

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AN ADDENDUM TO A REDEVELOPMENT AGREEMENT BETWEEN BUSHWOOD, LLC AND THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS IN REGARD TO THE SALE AND DEVELOPMENT OF 30 WEST MADISON STREET, MAYWOOD, COOK COUNTY, ILLINOIS

This Addendum to a Redevelopment Agreement (the "Addendum") is made as of the day of http://www.\_\_\_\_\_\_, 2007, between Bushwood, LLC, an Illinois limited liability company, (the "DEVELOPER") and the Village of Maywood, an Illinois municipal corporation (the "VILLAGE").

#### **RECITALS:**

WHERE IS, the Corporate Authorities of the Village of Maywood have previously approved a Redevelopment Agreement and Real Estate Sales Contract, both dated October 16, 2006, related to the sale of property from the Village of Maywood ("Village") to Bushwood, LLC ("Eushwood") and operation of a golf driving range at 30 West Madison Street by Bushwood; and

WHEREAS, the sale of the property located at 30 West Madison Street to Bushwood took place on November 16, 2006; and

WHEREAS, Bushwood has now requested a change to the terms of the Redevelopment Agreement relating to assignment as the current language is impacting Bushwood's ability to obtain financing related to the property; and

WHEREAS, the Corporate Authorities of the Village of Maywood, Illinois agree with the proposed change to the terms of the Redevelopment Agreement relating to assignment as set forth in this Addendum; and

WHEREAS, Bushwood agrees with the proposed charge to the terms of the Redevelopment Agreement relating to assignment as set forth in this Addendum; and

WHEREAS, the Village, as a home rule Illinois municipal corporation, has the authority to enter into this Addendum pursuant to the applicable provisions of the Illinois Municipal Code, the Illinois Compiled Statutes and the Illinois Constitution of 1970.

**NOW, THEREFORE,** in consideration of the foregoing recitals and in consideration of the mutual agreements hereinafter set forth, the Village and Bushwood agree as follows:

**SECTION 1:** Each of the foregoing Recitals is incorporated into this Addendum as if set forth in full in this Addendum.

<u>SECTION 2:</u> The Redevelopment Agreement is incorporated herein by reference. In all respects, except as specifically amended by this Addendum, the Redevelopment Agreement remains in full force and effect. In the event of any conflict between the

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Redevelopment Agreement and this Addendum, this Addendum shall control.

**SECTION 3:** The Redevelopment Agreement shall be amended as follows:

Section IV.E. of the Redevelopment Agreement shall be amended to read in its entirety as follows:

"E. <u>Violations of Laws or Ordinances</u>. The PROPERTY is not in violation of any VILLAGE laws, ordinances or regulations with respect to the PROPERTY, and the VILLAGE has no knowledge of any violations of any laws, ordinances or regulations of any other governmental agency with respect to the PROPERTY."

Section (I) E. of the Redevelopment Agreement shall be amended to read in its entirety as follows:

"E. <u>Transfers or assignments</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties agreeing hereto and to their successor corporations, officers, officials, trustees, successors in office or interest, heirs, representatives, and assigns. In the case of an assignment or transfer by the DEVELOPER, notice of assignment or transfer (including contact information for the proposed assignce or transferee), shall be sent to the Village Manager prior to the effective gate of the assignment or transfer."

## SECTION 4: The following terms shall apply to this Addendum:

- A. The parties warrant and represent that the execution, delivery of, and performance under this Addendum is pursuant to authority, validly and duly conferred upon the parties and the signatories hereto.
- B. This Addendum shall enure to the benefit of, and shall be binding upon their successor corporations, officers, officials, trustees, successors in office or interest, heirs, representatives, and assigns, transferees, representatives, owners, in sitters, agents, servants, employees, administrators, and/or successors in interest of any kind whatsoever, of the parties hereto.
- C. This Addendum may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same Addendum.
- D. In the event any term or provision of this Addendum shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Addendum shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.

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**VILLAGE OF MAYWOOD** 

BUSHWOOD, LLC.

By Jenseum Jahrah, M. Henderson Yarbrough, Sr.

Village President

By: Richard I Hanson Ir

Manager/Member

Date:

ATTEST:

Village Clerk

Date: <u>9// 4/07</u>

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#### **ACKNOWLEDGMENT**

STATE OF ILLINOIS	)
	) SS
COUNTY OF COOK	)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that **Richard L. Hanson, Jr., Authorized Manager/Member of Bushwood, LLC** is personally known to me to be the same person whose name is subscribed to the foregoing Addendum, and that he appeared before me this day in person and severally acknowledged that he signed and delivered the said Addendum pursuant to authority given for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 4 day of February, 2007.

Commission expires 1/24

2009

Notany Public

OFFICIAL SEAL
LEONOR SANCHEZ
NOTARY PUBLIC. STATE OF ILLINOIS
MY COMMISSION EXPIRES 7-26-2009

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#### **EXHIBIT A**

#### LEGAL DESCRIPTION OF THE PROPERTY

LOT 1 AND LOT 3 IN VILLAGE OF MAYWOOD SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM SAID LOT 1 THAT PORTION CONDEMNED FOR ROAD PURPOSES IN CASE 02 L 60628, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE ON AN ASSUMED BEARING OF SOUTH 19 DEGREES 28 MINUTES 47 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 1 A DISTANCE OF 18.80 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 33 SECONDS WEST, 111.45 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 05 SECONDS WEST, 209.03 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE NORTH 89 DEGREES 43 MINUTES 25 SECONDS EAST ALONG SAID NORTH LINE, 326.10 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS

PINs: 15-14-203-011 and -013.

Commonly known as: 30 West Madison Street, Maywood, Illinois 60153