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Doc#: 2209418071 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 04/04/2022 07:26 AM Pg: 1 of 6

THIS DOCUMENT PREPARED BY,  
AND AFTER RECORDING RETURN TO:

Glenn Garfinkel  
Timm & Garfinkel, LLC  
770 Lake Cook Rd., Suite 150  
Deerfield, Illinois 60015

This space reserved for Recorder's use only.

## SECOND AMENDMENT TO SHORT FORM AND MEMORANDUM OF GROUND LEASE

**THIS SECOND AMENDMENT TO SHORT FORM AND MEMORANDUM OF GROUND LEASE ("Amendment")** is made as of March 22, 2022, by and between **VILLAGE OF OAK LAWN**, an Illinois municipal corporation ("**Lessor**"), and **STONY CREEK PHASE II LLC**, an Illinois limited liability company ("**Lessee**").

### WITNESSETH:

**WHEREAS**, Lessor and Lessee are parties to that certain Ground Lease dated February 13, 2018, as amended by that certain First Amendment to Ground Lease November 22, 2019 (the "**First Amendment**") and that certain Second Amendment to Ground Lease dated March 8, 2022 (the "**Second Amendment**;" the Original Lease as amended by the First Amendment and Second Amendment is collectively referred to herein as the "**Ground Lease**") relating to an approximately three (3) acre parcel located at the northwest corner of 111<sup>th</sup> Street and Cicero Avenue in Oak Lawn, Illinois ("**Premises**"); and

**WHEREAS**, Lessor and Lessee are parties to that certain Short Form and Memorandum of Ground Lease dated February 13, 2018, recorded on February 20, 2018 as Document No. 1805101188, as amended by First Amendment to Short Form and Memorandum of Ground Lease dated November 22, 2019 and recorded on December 6, 2019 as Document No. 1934040043 (collectively referred to herein as the "**Short Form of Lease**"), which Short Form of Lease memorializes the terms of the Ground Lease; and

**WHEREAS**, prior to the execution of the First Amendment, the Premises consisted of two (2) parcels, with the East parcel containing approximately 81,151.39 square feet ("**Outlot A**"), and with the West parcel containing approximately 49,346.27 square feet and being leased to Roundy's Supermarkets, Inc. ("**Outlot B**"); and

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**WHEREAS**, pursuant to the Second Amendment, Lessor and Lessee terminated the Lease as to Outlot A and amended the Lease to modify Lessor's and Lessee's interests in the revenues and proceeds generated from Outlot B and modified certain obligations relating to Outlot B on a going forward basis, all as more particularly described in the Second Amendment.

**WHEREAS**, Lessor and Lessee desire to amend the Short Form of Lease to reflect relevant terms of the Second Amendment, as more particularly described therein.

**NOW, THEREFORE**, for One Dollar (\$1.00) and other good and valuable considerations, the sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. **Incorporation of Recitals.** The Recitals set for hereinabove are incorporated herein by this reference as if set forth in their entirety herein.
2. **Capitalized Terms.** All capitalized terms not defined in this Amendment shall have the meanings given to them in the Ground Lease. To the extent of any conflict between this Amendment and the terms of the Short Form of Lease, the Amendment shall control.
3. **Leased Premises.** Notwithstanding the terms of the Short Form of Lease to the contrary, Lessor and Lessee acknowledge and agree that Outlot A, as legally described in Exhibit A attached hereto and made a part hereof, has been eliminated from the Premises and the Premises shall hereafter shall only include Outlot B as legally described in Exhibit B attached hereto and made a part hereof.
4. **Future Sale of Project.** The Second Amendment modified the allocation of proceeds resulting from any future sale of Outlot B.
5. **Percentage Rent.** The Second Amendment modified the percentage used to determine Percentage Rent payable to Lessor pursuant to the terms of the Ground Lease.
6. **Full Force and Effect.** Except for the provisions of this Amendment, all of the terms, covenants and conditions of the Short Form of Lease and the Ground Lease and all of the rights and obligations of Lesser and Lessee thereunder, shall remain in full force and Effect and are not otherwise altered, amended, revised or changed.
7. **Counterparts.** This Amendment may be executed in any number of counterparts, which shall, together, be deemed to constitute on document.

[Signature Page(s) Follow]

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WITNESS the due execution of this Amendment by Lessor as of the day and year first above written.

**LESSOR:**

**VILLAGE OF OAK LAWN**

By: [Signature]  
Printed Name: Terry Vorderer  
Its: Village President

Attest: [Signature]  
Printed Name: Claire Henning  
Title: Village Clerk

### ACKNOWLEDGMENT

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK )

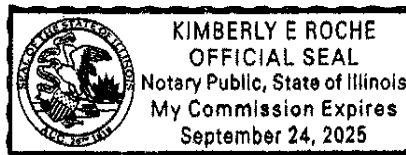
Terry Vorderer, the Village President, and Claire Henning, the Village Clerk of the Village of Oak Lawn, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Village of Oak Lawn, for the uses and purposes therein set forth; and said Village Clerk then and there acknowledged that she, as custodian of the corporate seal of said Village of Oak Lawn, did affix the corporate seal of said Village to said instrument as her own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 22 day of March, 2022.

[Signature: Kimberly E Roche]  
Notary Public

My Commission Expires:

September 24, 2025



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WITNESS the due execution of this Amendment by Lessee as of the day and year first above written.

**LESSEE:**

**STONY CREEK PHASE II LLC**, an Illinois limited liability company

By: [Signature]  
Name: Todd Berlinghoff  
Title: Managing Member

### ACKNOWLEDGMENT

STATE OF ILLINOIS )  
COUNTY OF DuPage )

This instrument was acknowledged before me on April 1, 2022, by Todd Berlinghoff, the Managing Member of **STONY CREEK PHASE II LLC**, an Illinois limited liability company.

GIVEN under my hand and notarial seal, this 1 day of April, 2022.

[Signature: Mary J. Dudek]  
Notary Public

My Commission Expires:

5/21/2023



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## Exhibit A

### Legal Description of Property Removed from the Premises (Outlot A)

LOT 3 IN STONY CREEK PROMENADE PHASE 2, BEING A SUBDIVISION IN PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 21, 2019 AS DOCUMENT NO. 1932534108, IN COOK COUNTY, ILLINOIS.

Address: Northeast corner of Lavergne Avenue and West 111<sup>th</sup> Street

PIN: 24-16-416-069-0000

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## Exhibit B

### Legal Description of the Premises (Outlot B)

LOT 2 IN STONY CREEK PROMENADE PHASE 2, BEING A SUBDIVISION IN PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 21, 2019 AS DOCUMENT NO. 1932534108, IN COOK COUNTY, ILLINOIS.

Address: Northeast corner of Lavergne Avenue and West 111<sup>th</sup> Street

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