

3. Subsequent to approval and execution of the Annexation Agreement and annexation of the Subject Property to the Village, ASPI acquired title to approximately 23.16 acres of the Subject Property located at the southwest corner of 179th Street and Wolf Road, which is legally described as:

That part of the Southeast quarter (except the South 66 feet thereof) of Section 31, Township 36 North, Range 12 East of the Third Principal Meridian, described as follows:

Commencing at the Northeast corner of the Southeast quarter of said Section 31, thence South 88°40'55" West, along the North line of said Southeast quarter, 60.00 feet; thence South 1°30'31" East, along a line that is 60.00 feet West of and parallel to the East line of said Southeast quarter, 50.00 feet to a point of beginning; thence continuing South 1°30'31" East 1095.12 feet; thence South 88°29'29" West 326.47 feet; thence North 83°18'21" West, 512.07 feet; thence North 65°07'31" West 127.13 feet; thence North 1°30'31" West 968.71 feet to a point on a line that is 50.00 feet South of and parallel to the North line of said Southeast quarter; thence North 88°40'55" East, along said parallel line, 947.20 feet to the point of beginning; all in Cook County, Illinois, and containing 23.157 acres therein.

PIN: 27-31-400-002

Said portion of the Subject Property is hereinafter referred to as the "ASPI Property".

4. ASPI intends to develop the ASPI Property with a grocery/retail shopping center substantially in accordance with plans and specifications which have received the favorable recommendation of the Village Plan Commission. Said plans differ from the plans described and depicted in the Annexation Agreement.

5. The Parties desire to amend the Annexation Agreement to better reflect the recommended plan for development of the ASPI Property and to separate the development requirements and obligations for the ASPI Property from those for the remainder of the Subject Property.

6. The Parties have fully complied with all state statutes and Village ordinances with respect to annexation and zoning of the ASPI Property. The Village has caused the issuance of proper notice and conducted a public hearing with regard to this First Amendment in accordance with Section 11-15.1-3 of the Illinois Municipal Code (65 ILCS 5/11-15.1-3).

NOW THEREFORE the Parties hereby agree to amend the Annexation Agreement as follows:

SECTION 1: The foregoing Introduction and Recitals are hereby incorporated in the Annexation Agreement.

SECTION 2: The last clause of Subsection A of SECTION TWO of the Annexation Agreement (which begins: "and 23.16 acres...), and subparagraphs (i), (ii) and (iii) immediately thereafter, are hereby deleted and replaced with the following clause:

and 23.16 acres to be zoned BIZ General Business with special uses for a shopping center planned unit development in accordance with Section Thirty-Four hereof.

SECTION 3: Subsection C of SECTION TWO of the Annexation Agreement, including the ten numbered paragraphs thereunder, but excluding the four unnumbered paragraphs thereunder, is hereby deleted.

SECTION 4: In SECTION THREE of the Annexation Agreement, the first full paragraph on page 9 (which begins: "In addition, Developer shall pay...") is hereby deleted and replaced with the following paragraph:

In addition, Developer shall pay transportation exaction fees in the amount of \$1.15 per square foot of retail building space constructed on the Subject Property (excluding the ASPI Property) in accordance with the Village Land Development Code.

SECTION 5: A new SECTION THIRTY-FOUR is added to the Annexation Agreement as follows:

SECTION THIRTY-FOUR: ASPI Property Development.

A. The Village, upon execution of the First Amendment, shall by proper ordinance cause the ASPI Property to be classified as BIZ General Business with special uses for a Planned Unit Development with (1) two retail stores with floor areas in excess of 50,000 square feet, (2) one pharmacy drive-in service window and (3) an accessory outdoor sales area. Said ordinance shall specify the plans and conditions for development of the ASPI Property. Said ordinance, plans and conditions may, from time to time, be amended and modified in accordance with Village procedures without further amendment to the Annexation Agreement.

B. Upon issuance of a building permit for each building on the ASPI Property, the building permit applicant shall pay the Village transportation exaction fees in the amount of \$1.15 per square foot of building floor area to be constructed under said permit. Upon the issuance of a building permit for each building to be constructed on the ASPI Property, the building permit applicant shall pay the Village a sanitary sewer recapture fee in the amount of \$800 per acre of the ASPI property.

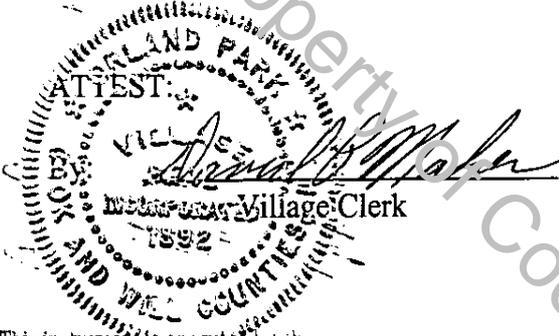
SECTION 6: Exhibit C to the Annexation Agreement is hereby deleted.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment on the date first above written.

Village:

VILLAGE OF ORLAND PARK,
an Illinois municipal corporation,

By: [Signature]
Village President



[Signature]
Village Clerk

This instrument is executed by the Village of
Bank, not personally, but only as Trustee, and no personal liability is assumed by or shall be enforced against said Marquette National Bank because of or on account of the making of this instrument.

Owner:

MARQUETTE NATIONAL BANK, not
personally but as Trustee aforesaid.

By: [Signature]
Its TRUST OFFICER

ATTEST:

By: [Signature]
Its **LORRAINE A. LACHOWICZ**
TRUST OFFICER

MGM CONSTRUCTION, INC.,
an Illinois corporation,

By: [Signature]
Its President

ATTEST:

By: [Signature]
Its Secretary

UNOFFICIAL COPY

Property of Cook County Clerk's Office



UNOFFICIAL COPY

ASPI: **99163396**

AMERICAN STORES PROPERTIES, INC.,
a Delaware corporation,

By: *Cam D Jan*
Its SENIOR VICE PRESIDENT

ATTEST:

By:

[Signature]
Its ASSISTANT SECRETARY

APPROVED AS TO FORM
ASPI LEGAL
geyd

PROPERTY of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF _____)
) SS.
COUNTY OF _____)

99163396

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that JOHN J. MAYHEW and _____, as President and Secretary of MGM CONSTRUCTION, INC., an Illinois Corporation, and not individually, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and _____ Secretary respectively, 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; and the said _____ Secretary then and there acknowledged that said _____ Secretary, as custodian of the corporate seal of said Corporation caused the corporate seal of said Corporation to be affixed to said instrument as said _____ Secretary's 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 3 day of Dec, 1998.

Commission expires 8/22 2001.

[Signature]
Notary Public

NOTARY PUBLIC OF COOK COUNTY Clerk's Office

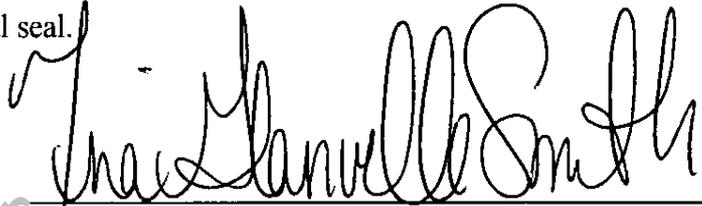
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STATE OF UTAH)
): S. S.
COUNTY OF SALT LAKE)

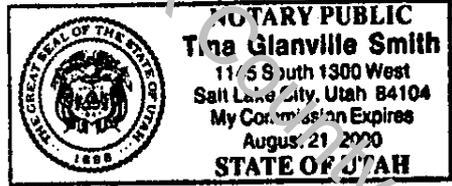
99163396

On October 20, 1998, before me, Tina Glanville Smith, a notary public in and for such County and State, personally appeared Cary D. Jones and Scott S. Lloyd, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons or entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.



Notary Public



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