

Prepared By:

E. Kenneth Friker
On behalf of the Village of Orland Park
Klein, Thorpe & Jenkins, Ltd.
15010 S. Ravinia- Suite 10
Orland Park, IL 60462

For Recorder's Use Only

**SECOND AMENDMENT TO AUGUST 17, 2020,
DEVELOPMENT AGREEMENT - ORLAND RIDGE
(16727-16801 S. LAGRANGE ROAD)**

INTRODUCTION

1. VILLAGE OF ORLAND PARK, an Illinois Municipal Corporation (hereinafter referred to as the "Village"), OPR HOME, LLC, a Delaware limited liability company (hereinafter referred to as "OPR") and its successors or assigns, and MIDWEST COMMUNITY REAL ESTATE CORPORATION, AN ILLINOIS NOT FOR PROFIT CORPORATION AND AFFILIATE OF SILVER CROSS HEALTH SYSTEM (hereafter referred to as "Silver Cross"), as successor to SSM HEALTHCARE CORPORATION, a Missouri nonprofit corporation are parties to that certain Development Agreement – Orland Ridge (16727-16801 S. LaGrange Road), dated August 17, 2020 as amended by that certain Amendment to August 17, 2020, Development Agreement – Orland Ridge (16727-16801 S. LaGrange Road), dated May 3, 2021 (the "Development Agreement").

2. The Village, OPR and Silver Cross wish to amend the Development Agreement by this Second Amendment to August 17, 2020, Development Agreement – Orland Ridge (16727-16801 S. LaGrange Road) (the "Second Amendment").

3. The property subject to the Development Agreement, legal title to which is vested in OPR or Silver Cross with regard to their respective parcels (excepting such portion as is dedicated to the public), is legally described as follows:

LEGAL DESCRIPTION:

LOTS 1, 2, 3 AND 4 OF ORLAND RIDGE BEING A SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 27, ALL IN TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 27-27-100-024, -025, -026 and -027 (formerly PINs: 27-27-100-015-0000 and 27-27-100-019-0000)

The said property is hereinafter referred to as the "Subject Property."

4. The Subject Property is generally located at 16727-16801 S. LaGrange Road, in the Village of Orland Park and consists of approximately 57.72 acres and is presently being developed as a Special Use Planned Development pursuant to Village Ordinance No. 5539 (the "Original PUD).

5. OPR is constructing a residential development known as "Orland Ridge" consisting of 104 attached ranch villa dwelling units, 190 attached townhome units, a club house, private streets, recreational facilities and a stormwater management system located on Lots 2 and 3 (the "Orland Ridge Facilities") as depicted on EXHIBIT A of the Development Agreement. OPR is also constructing a public street within the area designated as 169th Place on EXHIBIT A of the Development Agreement from 94th Avenue to LaGrange Road. OPR is and shall remain responsible for the maintenance and repair of the Orland Ridge Facilities in accordance with all Village requirements and applicable requirements of law.

6. Silver Cross has acquired title from SSM HEALTH CARE CORPORATION to the commercial component parcel depicted as Lot 4 and the hotel parcel depicted as Lot 1 on EXHIBIT A of the Development Agreement. The hotel area on Lot 1 is proposed to be developed as a 6-story 122 room hotel (conceptual at this time). Silver Cross will seek to have Lot 1 developed by a commercial developer subject to the terms and conditions of a new development agreement and/or Special Use for a Planned Development as may be required by the Village. Silver Cross now seeks to develop a portion of Lot 4 as a medical office building subject to the terms and conditions of a Village Ordinance granting a Special Use for a Planned Development that only governs Lot 4 (the "Lot 4 PUD").

RECITALS:

1. The parties hereto desire that (a) the Development Agreement, as amended by this Second Amendment, no longer governs the development of Lot 1 or Lot 4; (b) Lot 1 and Lot 4 be released from the Development Agreement, as amended by this Second Amendment; (c) the Lot 4 PUD govern the development of Lot 4.

2. The parties hereto have determined that it is in the best interests of the Village, OPR and Silver Cross, and in furtherance of the public health, safety, comfort, morals and welfare of the community to execute and implement this Second Amendment and that the implementation of this Second Amendment and development of Lot 4 of the Subject Property pursuant to the Lot 4 PUD will be in implementation of the Comprehensive Plan of the Village and will constitute a preservation of environmental values.

3. The Village, upon the necessary hearings before the relevant governmental bodies having taken place pursuant to statute and ordinances in such cases made and provided and pursuant to requisite notice having been given, will by proper ordinance amend the Original PUD to remove Lots 1 and 4 from the Special Use Planned Development (Orland Ridge – 16727 to 16801 S. LaGrange Road) currently in place for the Subject Property, and by proper ordinance grant the Lot 4 PUD.

SECTION ONE: Release from Development Agreement

A. Lot 1 and Lot 4 of the Subject Property are hereby removed from the Development Agreement, as amended by this Second Amendment. Lot 1 and Lot 4 shall no longer be governed by the terms and conditions of the Development Agreement, as amended by this Second Amendment and the Development Agreement, as amended by this Second Amendment, shall no longer inure to the benefit of the owner(s) of Lot 1 or Lot 4.

B. The Development Agreement, as amended by this Second Amendment, shall continue to govern Lot 2 and Lot 3, and shall continue to inure to the benefit of the owner(s) of Lot 2 and Lot 3.

C. Nothing herein shall be construed to change any of the Lots 2 and 3 owner's obligations to the Village. Further, Silver Cross confirms that, as of the date hereof, OPR has no outstanding obligations or responsibilities to Silver Cross.

SECTION TWO: Conflict with Development Agreement.

The Development Agreement, as amended by this Second Amendment, is and shall be applicable only to Lot 2 and Lot 3 of the Subject Property as herein above described. The Development Agreement is otherwise unamended and remains in full force and effect as to the development of Lot 2 and Lot 3 of the Subject Property. To the extent any conflict or inconsistency between the terms of this Second Amendment and the terms of said Development Agreement as they may apply to Lot 2 and Lot 3, the terms of this Second Amendment shall govern and control to the extent of such conflict or inconsistency.

SECTION THREE: Execution of Amendment.

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

[SIGNATURE PAGES FOLLOW]

VILLAGE OF ORLAND PARK, an
Illinois Municipal Corporation

By: _____
Village President

ATTEST:

By: _____
Village Clerk

OPR:

OPR HOME, LLC, a Delaware limited liability
company

By: _____

Name: _____

Title: Member/Manager

SILVER CROSS:

MIDWEST COMMUNITY REAL ESTATE
CORPORATION, an Illinois not for profit
corporation

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENTS

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 KEITH PEKAU, personally known to me to be the President of the Village of Orland Park, and PATRICK R. O’SULLIVAN, 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 President 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 ____ day of _____, 2022.

Notary Public

Commission expires: _____

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 _____, Member/Manager of OPR HOME, LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the authorized representative for OPR HOME, LLC, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ____ day of _____, 2022.

Notary Public

Commission expires: _____

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 (name) _____,
(title)_____for MIDWEST COMMUNITY REAL ESTATE
CORPORATION, an Illinois not for profit corporation, personally known to me to be the same
person whose name is subscribed to the foregoing instrument as the authorized representative
for MIDWEST COMMUNITY REAL ESTATE CORPORATION, appeared before me this
day in person and acknowledged that ___ signed and delivered the said instrument as ___ 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 official seal, this ____ day of _____, 2022.

Notary Public

Commission expires: _____

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