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November 30, 2009

**VIA CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
(70072560000115280727)**

Karie Friling  
Director of Development Services  
Village of Orland Park  
14700 South Ravinia Avenue  
Orland Park, IL 60462

RE: Second Amendment to Recapture Agreement- Cachey-Seton Place

Dear Karie:

At your request, our Firm has recorded the following document in the Office of the Recorder of Deeds of Cook County and I have enclosed herewith the recorded copy. This document should be retained in the official records of the Village of Orland Park.

Document	Address	Recording Date, Number and Price
Second Amendment to Recapture Agreement-Cachey-Seton Place (2384-65)	PIN(s): 27-22-300-017/-014/-016/-011/-020/-008/-018/-019/-001/-002/-003/-004/-009/-007/-006/-005/-001/-010	11-25-2009 0932916025 \$28.00

If you should have any questions, please do not hesitate to contact me.

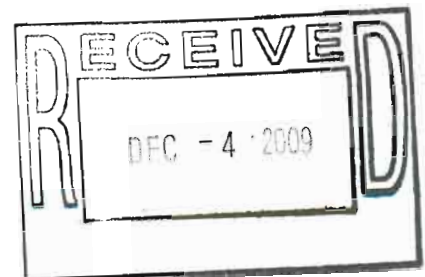
Very truly yours,

KLEIN, THORPE AND JENKINS, LTD.

Susan Glatstein  
Paralegal

Encl(s).

cc: E. Ken Friker, Village Attorney (w/copy for file)



This Document Prepared By:  
E. Kenneth Friker  
Klein, Thorpe and Jenkins, Ltd.  
20 N. Wacker Drive - Suite 1660  
Chicago, Illinois 60606  
(312) 984-6400



Doc#: 0932916025 Fee: \$58.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 11/25/2009 01:31 PM Pg: 1 of 12

For Recorder's Use Only

**SECOND AMENDMENT TO RECAPTURE AGREEMENT  
(CACHEY - SETON PLACE)**

THIS SECOND AMENDMENT, made and entered into this 7<sup>th</sup> day of October, 2009, by and between the VILLAGE OF ORLAND PARK, Cook and Will Counties, Illinois, an Illinois municipal corporation (hereinafter referred to as "Village"), and THEODORE J. CACHEY and T. J. CACHEY BUILDERS, INC., an Illinois corporation (hereinafter collectively referred to as "Owner").

W I T N E S S E T H:

WHEREAS, on December 19, 1994, a certain Recapture Agreement (hereinafter referred to as the "Agreement") between the Village and Owner was executed and was on January 9, 1999, recorded with the Cook County Recorder of Deeds as Document Number 998348923; and

WHEREAS, on October 27, 2004, the Agreement was amended to extend the term of the Agreement by an additional five years with a new expiration date of September 19, 2009; and

WHEREAS, said Agreement related to the real estate (hereinafter referred to as the "Real Estate"), consisting of approximately 80.0 acres and is legally described on EXHIBIT A, attached hereto and made a part hereof; and

WHEREAS, T. J. CACHEY BUILDERS, INC. is the legal titleholder of record of the Real Estate; and

WHEREAS, Village and Owner desire that said Agreement be further amended with respect to the term of the Agreement as set forth in SECTION 6 of the Agreement; and

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

SECTION 2:

SECTION 6 of said Agreement shall be amended to read as follows:

“SECTION 6:

The term of this Agreement shall extend through and include September 19, 2014, and any extended time that may be agreed upon by amendment, or until such earlier time when the contractual cost of construction, inclusive of engineering fees has been paid in full.”

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 Second Amendment shall be binding upon and inure to the benefit of the parties hereto, successor owners of record of the Real Estate, and their assignees, lessees and upon any successor municipal authorities of said Village and successor municipalities, as provided in the December 19, 1994 Recapture Agreement.

SECTION 5:

Notwithstanding any provision of this Second Amendment to the contrary, the Owner shall at all times during the term of this Second Amendment remain liable to Village for the faithful performance of all obligations imposed upon Owner by the December 19, 1994, Agreement 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 Second 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 their obligations under the Agreement except as specifically set forth herein.

SECTION 7:

Failure of any party to this Second 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 Second Amendment or a memorandum of this Second Amendment shall be recorded in the office of the Cook County Recorder of Deeds by the Village.

SECTION 9:

The officers of the Owner executing this Second Amendment warrant that they have been lawfully authorized by their Board of Directors to execute this Second 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 Second 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 Second Amendment on behalf of the respective entities.

SECTION 10:

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

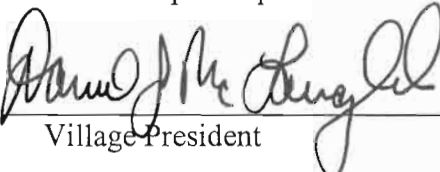
SECTION 11:

This Second Amendment shall be signed last by the Village, and the President of the Village 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.

IN WITNESS WHEREOF, the parties hereto, pursuant to the authority in each vested according to law and pursuant to duly enacted ordinances and resolutions of the Corporate

Authorities or Board of Directors, respectively, 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:   
Village President

ATTEST:

By:   
Village Clerk

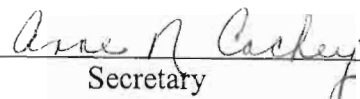
OWNER:

  
THEODORE J. CACHEY

T. J. CACHEY BUILDERS, INC.

By:   
Officer

ATTEST:

By:   
Secretary

ACKNOWLEDGMENTS

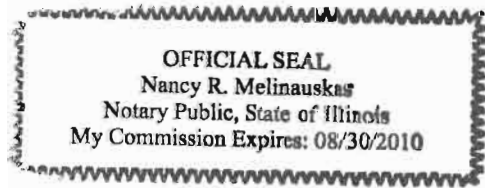
STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that DANIEL J. McLAUGHLIN, personally known to me to be the President of the Village of Orland Park, and DAVID P. MAHER, 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 7<sup>th</sup> day of October, 2009.

*Nancy R. Melinauskas*  
Notary Public

Commission expires: 8/30/10



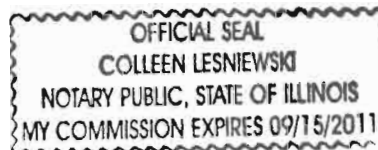
STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF C O O K        )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named THEODORE J. CACHEY, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 25<sup>th</sup> day of September, 2009.

  
\_\_\_\_\_  
Notary Public

Commission expires: 9-15-2011



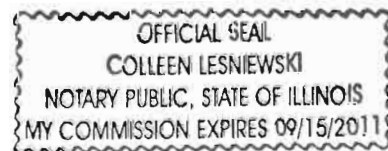
STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Theodore J. Cachey and Anne N. Cachey personally known to me to be the President and Secretary of T. J. CACHEY BUILDERS, INC., an Illinois corporation, 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 official seal, this 25<sup>th</sup> day of September, 2009.

Colleen Lesniewski  
Notary Public

Commission expires: 9-15-2011





PARCEL NO.	LEGAL DESCRIPTION	TAX I.D. NUMBER	TOTAL ACRES	ACRES BUILDBLE	% OF 80 ACRES	Paid Amount
0	THE EAST 690.00 FEET OF THE SOUTH 40 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS	27-22-300-017 27-22-300-014	20.90	17.51	21.89%	\$48,942.26 \$48,942.26
1	THE WEST ± 660 FEET (EXCEPT THE NORTH 200 FEET OF THE WEST 250 FEET THEREOF) OF THE SOUTH 40 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS	27-22-300-017	18.86	15.52	19.40%	\$43,380.00 \$43,380.00
2	THE NORTH 200 FEET OF THE WEST 250 FEET OF THE SOUTH 40 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS	27-22-300-016	1.14	0.76	0.95%	\$2,124.28
3	THE NORTH 20 ACRES (EXCEPT THE NORTH 364.61 FEET THEREOF) OF THE SOUTH 60 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS	27-22-300-011	8.86	2.86	3.58%	\$7,993.99
4	THE NORTH 364.61 FEET OF THE SOUTH 60 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT: THE WEST 191.41 FEET OF THE SOUTH 110 FEET OF THE NORTH 364.61 FEET OF THE SOUTH 60 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS)	27-22-300-020	10.06	9.09	11.36%	\$25,407.49 \$20,180.64
5	THE WEST 191.41 FEET OF THE SOUTH 110 FEET OF THE NORTH 364.61 FEET (EXCEPT THAT PART TAKEN FOR LA GRANGE ROAD) OF THE SOUTH 60 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS	27-22-300-008	0.48	0.48	0.60%	\$1,341.65

PARCEL NO.	LEGAL DESCRIPTION	TAX I.D. NUMBER	TOTAL ACRES	ACRES BUIDDABLE	% OF 80 ACRES	Paid Amount
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6	THE NORTH 20 ACRES (EXCEPT THE EAST 10 ACRES) OF THE WEST HALF OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS	27-22-300-018	10.00	0.60	0.75%	\$1,677.06 \$0.00
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7	THE NORTH 20 ACRES (EXCEPT THE WEST 10 ACRES) OF THE WEST HALF OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS	27-22-300-019	10.00	2.30	2.88%	\$6,428.74 \$6,428.74
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8	THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS	27-21-403-001	4.70	4.60	5.75%	\$12,857.47 \$13,136.98
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9	THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS	27-21-403-002	4.70	2.10	2.63%	\$5,869.72 \$5,869.72
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10	THE NORTH HALF OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS	27-21-403-003	4.70	0.85	1.06%	\$2,375.84 \$2,375.84
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11	THE SOUTH HALF OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS	27-21-403-004	4.70	0.00	0.00%	\$0.00 \$1,341.63
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PARCEL NO.	LEGAL DESCRIPTION	TAX I.D. NUMBER	TOTAL ACRES	ACRES BUIDABLE	% OF 80 ACRES	Paid Amount
12	THE NORTH 120 FEET OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT FROM ALL OF SAID PREMISES ALL THAT PART DEDICATED FOR PUBLIC HIGHWAY, AS PER PLAT DATED	27-21-403-008	0.70	0.40	0.50%	\$1,118.04
13	THE EAST 1/2 (EXCEPT THE NORTH 120 FEET) OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS	27-21-403-009	3.00	3.00	3.75%	\$8,385.31
14	THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS	27-21-403-007	5.00	2.50	3.13%	\$6,987.76
15	THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS	27-21-403-006	5.00	1.63	2.04%	\$4,556.02
16	THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS	27-21-403-005	5.00	1.09	1.35%	\$3,046.66
17	THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS	27-21-401-001	40.00	0.00	0.00%	\$0.00

PARCEL NO.	LEGAL DESCRIPTION	TAX I.D. NUMBER	TOTAL ACRES	ACRES BUILDDABLE	% OF 80 ACRES		Paid Amount
18	THE EAST 1/2 OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS	27-21-402-008	5.00	1.64	2.05%	\$4,583.97	\$0.00
19	THE WEST 1/2 OF THE EAST 1/2 (EXCEPT THE NORTH 125 FEET THEREOF) OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS	27-21-402-009	4.50	1.58	1.98%	\$4,416.26	\$0.00
20	THE NORTH 125 FEET OF THE WEST 1/2 OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS	27-21-402-010	0.50	0.47	0.59%	\$1,313.70	\$0.00
21	THE EAST 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS	27-21-402-006	5.00	2.52	3.15%	\$7,043.66	\$0.00
22	THE WEST 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS	27-21-402-005	5.00	2.77	3.46%	\$7,742.44	\$0.00
23	THE EAST 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS	27-21-402-004	5.00	2.88	3.60%	\$8,049.90	\$0.00

PARCEL NO.	LEGAL DESCRIPTION	TAX I.D. NUMBER	TOTAL ACRES	ACRES BUILT/ABLE	% OF 80 ACRES	Paid Amount
24	THE WEST 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS	27-21-402-003	5.00	2.85	3.56%	\$7,966.04
						\$0.00
TOTALS =			80.00	100%	\$223,608.26	\$150,041.11