

This document prepared by:
E. Kenneth Friker
On Behalf of the Village of Orland Park
Klein, Thorpe and Jenkins, Ltd.
15010 S. Ravinia Ave, Suite 10
Orland Park, Illinois 60462

For Recorder's Use Only

**SECOND AMENDMENT TO
DEVELOPMENT AGREEMENT
(BLUFF POINTE SUBDIVISION)**

INTRODUCTION

1. This Second Amendment To Development Agreement (“Amendment”) entered into this ____ day of _____, 2022, by and between the VILLAGE OF ORLAND PARK, an Illinois municipal corporation (hereinafter referred to as the "Village"), and MCNAUGHTON DEVELOPMENT INC., an Illinois corporation (“Owner” or “Developer”).

2. The Property subject to this Amendment, legal title to which is vested in the Owner (excepting such portion as is dedicated to the public), is legally described as follows:

Lots 13 through and including 18 in Bluff Pointe being a subdivision in part of the east half (E 1/2) of the northeast quarter (NE 1/4) and part of the northwest quarter (NW 1/4) of the northeast quarter (NE 1/4) of the southeast quarter (SE 1/4) of Section 30, Township 36 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois.

PINs: 27-30-210-007-0000 through 27-30-210-012-0000

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

3. The Subject Property is located at approximately 16900-17000 Wolf Road and consists of approximately 1.56 acres of the 26.26 acre Bluff Pointe development.

4. The Subject Property is zoned LSPD Large Scale Planned Development under the Land Development Code of the Village of Orland Park, as amended (the “Code”).

5. The Subject Property presently consists of six (6) single family residential lots within the Bluff Pointe Subdivision recorded on January 11, 2018, as document number 1081134084, in

Cook County, Illinois, and as approved by the Village President and Board of Trustees pursuant to a Development Agreement (“Development Agreement”) dated November 6, 2017, and recorded on January 11, 2018, as document number 1801134083, and amended by an Amendment To Development Agreement (Amendment) dated as of March 16, 2020, and recorded November 12, 2020, as document number 2031717028 in Cook County, Illinois. The Subject Property is also part of the Bluff Pointe Subdivision subject to an Ordinance granting a special use with modifications adopted by the Village President and Board of Trustees on the 6th day of November, 2017, as Ordinance Number 5232.

6. The Owner now proposes to revise the amended development plan for the Bluff Pointe Subdivision, already partially constructed, by removing six (6) single family lots (Lots 13 through 18) from the approved and subdivided forty (40) lot resubdivision and developing said six (6) lots as a three (3) lot resubdivision to be improved with thirteen (13) townhome buildings.

7. The Village of Orland Park is a Home Rule Unit pursuant to the provisions of the Illinois Constitution, Article VII, Section 6, and the terms, conditions and acts of the Village under this Amendment are entered into and performed pursuant to the Home Rule powers of the Village and the statutes in such cases made and provided.

RECITALS:

1. The parties hereto desire that the Subject Property be developed as described above, subject to Village codes and ordinances and the terms and conditions as hereinafter set forth in this Agreement.

2. The Owner has petitioned the Village for amended special use permits with modifications as more fully hereinafter set forth, resubdivision of the Subject Property, and plan approval.

3. The parties hereto have fully complied with all relevant statutes of the State of Illinois and ordinances of the Village including the filing of petitions by the Owner to request the granting of an amended special use for the Subject Property and to enable development as herein provided. The Village has caused the issuance of proper notice and the conduct of all hearings by all necessary governmental entities to effectuate such actions as herein provided, including all hearings as are necessary to effectuate the plan of development herein set forth.

4. All reports by all relevant governmental entities have been submitted enabling appropriate action by the Village Board of Trustees to achieve the following:

(a) Adoption and execution of this Amendment by ordinance;

(b) Adoption of such ordinances as are necessary to effectuate the terms and provisions of this Amendment including the granting of amended special use permits with modifications, resubdivision, and development of the Subject Property, pursuant to the terms and conditions of this Amendment;

(c) Adoption of such other ordinances, resolutions and actions as may be necessary to fulfill and implement this Amendment pursuant to the terms and conditions herein contained.

5. The parties hereto have determined that it is in the best interests of the Village and the Owner and in furtherance of the public health, safety, comfort, morals and welfare of the community to execute and implement this Amendment and that implementation of this Amendment and development of the Subject Property pursuant to its terms and conditions will be in implementation of the comprehensive plan of the Village and will constitute a preservation of environmental values.

6. The Owner covenants and agrees that it will execute all reasonably necessary directions and issue all reasonably necessary instructions and take all other action necessary to perform its obligations hereunder.

SECTION ONE: Special Use with Modifications, Subdivision, Plan Approval, and Design Standards.

A. 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 cause the above-described Subject Property to be granted amended special use permits to permit the Bluff Pointe development to include a total of twenty-five (25) detached single-family units and fifty-one (51) townhome units and to infringe on and modify a wetland and floodplain with modifications to reduce the existing fifty foot (50') wetland setback, to reduce the existing fifty foot (50') floodplain setback, to reduce the fifteen foot (15') wide detention pond access buffer, to increase the pond side slopes from 4:1 to 3:1 slope, to allow a building side set back of at least fifteen feet (15') but less than fifteen percent (15%) of the lot width and to allow covered porches that encroach five feet (5') into the required set back.

B. The Subject Property shall be developed substantially in accordance with the Preliminary Site Plan titled "Preliminary Site Plan for Townhome Alternative at Bluff Pointe" appended hereto and incorporated herein as EXHIBIT A, prepared by Designtek Engineering, page 1 of 1, dated August 10, 2022, subject to the following conditions:

1. Owner must provide BMPS (Best Management Practices) in accordance with Village Code requirements to quality for lot coverages between 45% and 50%;
2. Site Plan (EXHIBIT A) building envelopes, setbacks and easements are subject to final engineering and building reviews and approvals;
3. Retaining walls shall not exceed three feet (3') in height unless designed and tiered in accordance with Code requirements; and
4. All Village engineering and Building Division requirements must be met.

C. Owner shall prepare and submit to the Village for review and approval of a final recordable Plat of ReSubdivison, titled "Preliminary Plat/P.U.D. for T.H. Alternative at Bluff Pointe S.F. Lots 13-18" including the thirteen (13) townhome buildings on six (6) lots, subject to the same conditions as set forth in B, above and that a Plat of Abrogation is submitted to the Village Engineering Department for review and approval.

D. The Subject Property should be developed in accordance with the preliminary landscape plan titled "Landscape Plan" prepared by Metz and Company Landscape Architecture/Site Planning, page L-1, dated August 11, 2021, subject to the following condition that the final Landscape Plan meets all Code requirements and reflects two (2) additional townhome units as depicted on EXHIBIT A.

E. The Subject Property shall be developed in accordance with the Elevations applicable to all townhome elevations, including the front and rear elevations titled "EXHIBIT A EXTERIOR ELEVATIONS" and in accordance with color elevation renderings of the town home front, rear, left and right sides; and in accordance with "Bluff Pointe of Orland Park Color 8 "Material Legend", submitted by the Owner, subject to the Development Services Building Division requirements and final approval.

F. An amended special use permit for a Large Scale Planned Residential Development that now includes 25 single family units and 51 townhome units shall be granted by the Village as well as a special use permit for a wetland modification and a special use permit for a water body (floorplan) modification, subject to the conditions set forth in SECTION ONE, subsection A through E, above, with the following modifications:

1. A building side set back at least fifteen feet (15') but less than fifteen percent (15%) of the lot width;
2. Covered porches that encroach five feet (5') into the required set back;
3. Reduction of the existing fifty foot (50') wetland set back;
4. Reduction of existing fifty foot (50') floodplain set back;
5. Reduction of the fifteen foot (15') wide detention pond access buffer; and
6. Increase in pond side slope from 4:1 slope to 3:1 slope.

SECTION TWO: Contributions.

The Owner shall, upon issuance of the initial occupancy permit, make the following contributions, as required by Code Section 5-112.H., which are payable to the Village.

The Owner shall, upon issuance of the initial occupancy permit, make the following contributions, as required by Village ordinances and codes, which are payable to the Village on behalf of the following:

Per residential unit

Single Family

Orland Park Board of Library Trustees	\$125.00
Fair Share Road Exaction Fee*	\$1,500.00
Corporate Services	\$400.00

*This is subject to the Illinois Department of Transportation's requirement to install turning lanes as part of the development. Owner shall be reimbursed for its fair share road exaction fee out of fair share road exaction fees paid by the Owner and future occupancy permittees of the Subject Property, and the future occupancy permittees of the adjoining "Calvert" property (as such property is described and depicted in the June 15, 1994, SPRING CREEK AND DOCTOR EAST PLANNED UNIT DEVELOPMENT ANNEXATION AGREEMENT by and among the STANDARD BANK AND TRUST COMPANY, as Trustee under Trust No. 2860, ORCHARD HILL BUILDING COMPANY, and the Village). Owner shall be credited with these contributions as each occupancy permit is issued to Owner (or other developer of the Subject Property and "Calvert" property) up to a maximum of \$249,000.00 (\$1,500 x 166). When the Village has issued occupancy permits for one-half (1/2) of the total number of occupancies permits to be issued for the Subject Property, the Village shall reimburse Developer \$1,500 per occupancy permit issued (not to exceed \$124,500.00), and the Village shall reimburse Developer \$1,500 per occupancy permit issued thereafter at such time as the Village has issued the final occupancy permit for the Subject Property (not to exceed a total reimbursement to Developer of \$249,000.00). Following Village approval of a final plan of development for the "Calvert" property, the Village shall reimburse the Developer \$1,500.00 per occupancy permit issued for the "Calvert" property (not to exceed a total reimbursement to Developer of \$249,000.00 with respect to both the Subject Property and the "Calvert" Property). Said sum of money shall be a lien on the Subject Property until paid, and the Owner acquiesces and agrees to the payment of said sum being a lien on the Subject Property subordinate to any acquisition loan or construction development loan of this or any subsequent developer of the Subject Property from the date hereof. In the event of a default in the payment of said sums, or any part thereof, the Village shall have the right to foreclose the lien aforesaid in the same manner as provided for with respect to a mortgage foreclosure. Other than such payments to the Village as provided in this Agreement as well as the customary permit and inspection fees, and any recapture fees due to the Village pursuant to the Spring Creek (Gallagher & Henry) Annexation Agreement, dated September 15, 1994, referenced above, no additional contributions, impact or exaction fees shall be paid to the Village by the Owner.

The Village shall solely determine how said sum so paid shall be allocated and disbursed.

Sums of money required to be paid hereunder shall be obligations of the Owner and all successors in title, and no conveyance of the Subject Property shall relieve the Owner or any subsequent owner or developer, of said obligation. In the event of a default in payment, in addition to the remedy of foreclosure of the lien aforementioned, the Village shall have all other rights and remedies against the Owner or any subsequent owner for the collection of said monies

SECTION THREE: Conflict with Development agreement.

This Second Amendment is applicable only to the Subject Property as herein above described. The Bluff Pointe Subdivision Development Agreement dated November 6, 2017, recorded in Cook County, Illinois, on January 11, 2018, as document no. 1801134083, and the Amendment To Development Agreement dated as of March 16, 2020, and recorded November 12, 2020, as document number 2031717028 are otherwise unamended and remains in full force and effect. To the extent of any conflict or inconsistency between the terms of this Amendment and the terms of said Bluff Pointe Subdivision Development Agreement and the March 16, 2020, Amendment To Development Agreement, the terms of this Second Amendment shall govern and control to the extent of such conflict or inconsistency.

SECTION FOUR: Execution of This Second Amendment.

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 Agreement on page 1 hereof which date shall be the effective date of this Second Amendment.

VILLAGE OF ORLAND PARK, an
Illinois Municipal Corporation

By: _____
Village President

ATTEST:

By: _____
Village Clerk

OWNER

McNaughton Development, Inc.
an Illinois Corporation

By: _____
Its _____

ACKNOWLEDGMENTS

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 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.

My commission expires _____

Notary Public

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 _____ and _____, personally known to me to be _____ and _____ of MCNAUGHTON DEVELOPMENT INC., and the same persons whose names are subscribed to the foregoing instrument as said _____ and _____ of MCNAUGHTON DEVELOPMENT INC., 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.

GIVEN under my hand and Notary Seal this _____ day of _____, 2022.

Notary Public

Commission expires: _____