

Prepared By:

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On behalf of the Village of Orland Park
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For Recorder's Use Only

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

INTRODUCTION

1. This Amendment to Development Agreement ("Amendment") entered into this _____ day of _____, 2021, by and among the 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 "Developer") and its successors or assigns, and SSM HEALTH CARE Corporation, a Missouri nonprofit corporation (hereafter referred to as "Owner").

2. The Property subject to this Agreement, legal title to which is vested in Developer or Owner with regard to their respective parcels (excepting such portion as is dedicated to the public), is legally described as follows:

LEGAL DESCRIPTION: THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 27, (EXCEPTING THEREFROM THE SOUTH 30.89 FEET AND THE EAST 33.00 FEET THEREOF AND EXCEPTING THEREFROM THE NORTH 460.0 FEET OF THE EAST 474.0 FEET THEREOF AND EXCEPTING THEREFROM THE NORTH 574.0 FEET OF THE WEST 380.0 FEET OF THE EAST 854.0 FEET THEREOF AND EXCEPTING THEREFROM THAT PART OF THE NORTH 466.70 FEET LYING WEST OF THE EAST 854.0 FEET THEREOF AND EXPECTING THAT PART TAKEN FOR HIGHWAY PER DOCUMENT 10155686 AND ALSO EXCEPTING THEREFROM THAT PART CONVEYED BY DOCUMENT 92907123, DESCRIBED AS FOLLOWS:

PARCEL 1: THE NORTH 19.11 FEET OF THE SOUTH 50 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THOSE PARTS FALLING IN 96TH AVENUE AND 94TH AVENUE), IN COOK COUNTY, ILLINOIS: AND

PARCEL 2: THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 27, AFORESAID, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER, AFORESAID; THENCE EAST, ALONG THE SOUTH LINE THEREOF, 42.50 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF 96TH AVENUE; THENCE NORTH, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, TO ITS INTERSECTION WITH A LINE 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE, AFORESAID, FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 15 FEET; THENCE SOUTHEASTERLY TO A POINT ON A LINE 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE, AFORESAID, SAID POINT BEING 15 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST 15 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS; AND

PARCEL 3: THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 27, AFORESAID, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER, AFORESAID; THENCE WEST, ALONG THE SOUTH LINE THEREOF, 33 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF 94TH AVENUE; THENCE NORTH, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, TO ITS INTERSECTION WITH A LINE 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE, AFORESAID, FOR A POINT OF BEGINNING, THENCE CONTINUING NORTH, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 15 FEET; THENCE SOUTHWESTERLY TO A POINT ON A LINE 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE, AFORESAID, SAID POINT BEING 15 FEET WEST OF THE POINT OF BEGINNING; THENCE EAST 15 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS;

AND ALSO EXCEPTING THEREFROM THAT PART CONVEYED BY DOCUMENT 00340393, DESCRIBED AS FOLLOWS: THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 83 FOOT 94TH AVENUE, SAID POINT BEING 65 FEET NORTH OF AND 33 FEET WEST OF THE SOUTHEAST CORNER OF SAID WEST HALF OF THE NORTHWEST QUARTER (AS MEASURED ALONG THE EAST LINE THEREOF AND ON A LINE AT RIGHT ANGLES THERETO); THENCE NORTH, ALONG SAID WESTERLY RIGHT-OF-WAY LINE 2119.65 FEET MORE OR LESS, TO A POINT, SAID POINT BEING 460 FEET SOUTH OF AND 33 FEET WEST OF THE NORTHEAST CORNER OF SAID WEST HALF OF THE NORTHWEST QUARTER (AS MEASURED ALONG THE EAST LINE THEREOF AND ON A LINE AT RIGHT ANGLES THERETO); THENCE WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 17 FEET TO THE SOUTHEAST CORNER OF LOT 6 IN ROYAL RIDGE ESTATES, RECORDED FEBRUARY 23, 1990, AS DOCUMENT 90086955; THENCE SOUTH, ALONG A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER, 2134.65 FEET, MORE OR

LESS, TO THE NORTHERLY RIGHT-OF-WAY LINE OF 171ST STREET; THENCE EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 2 FEET; THENCE NORTHEASTERLY TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND ALSO EXCEPTING THEREFROM THAT PART BEING CONVEYED TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION: TRACT 1: THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER: THENCE NORTH 1 DEGREE 47 MINUTES 38 SECONDS WEST (BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983) 50.00 FEET, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, TO THE NORTH LINE OF THE SOUTH 50 FEET OF SAID WEST HALF OF THE NORTHWEST QUARTER; THENCE NORTH 88 DEGREES 20 MINUTES 00 SECONDS EAST 42.37 FEET, ALONG SAID NORTH LINE, TO THE EAST RIGHT-OF-WAY LINE OF US ROUTE 45 ACCORDING TO DOCUMENT 10155686, RECORDED SEPTEMBER 24, 1928; THENCE NORTH 1 DEGREE 56 MINUTES 22 SECONDS WEST 15.00 FEET, ALONG SAID EAST RIGHT-OF-WAY LINE, TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 1 DEGREE MINUTES 22 SECONDS WEST 2113.31 FEET, ALONG SAID EAST RIGHT-OF-WAY LINE, TO THE SOUTH LINE OF THE NORTH 466.7 FEET OF SAID WEST HALF, SAID LINE ALSO BEING THE SOUTH LINE OF LOT 1 IN JACK DEVELOPMENT ACCORDING TO THE PLAT THEREOF RECORDED JUNE 18, 1998, AS DOCUMENT 98516981; THENCE NORTH 88 DEGREES 19 MINUTES 23 SECONDS EAST 49.00 FEET, ALONG SAID COMMON LINE; THENCE SOUTH 1 DEGREE 56 MINUTES 22 SECONDS EAST 2105.90 FEET; THENCE SOUTH 48 DEGREES 41 MINUTES 0 SECONDS EAST 32.87 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 171ST STREET ACCORDING TO DOCUMENT 92907123 RECORDED DECEMBER 3, 1992; THENCE SOUTH 88 DEGREES 20 MINUTES 00 SECONDS WEST 57.94 FEET, ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 46 DEGREES 48 MINUTES 11 SECONDS WEST 21.26 FEET, ALONG SAID NORTH RIGHT-OF-WAY LINE, TO THE POINT OF BEGINNING), ALL IN TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 27-27-100-015 and 019

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

3. 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.

4. Developer will construct a mixed use planned development to be 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 as depicted on EXHIBIT A of the Development Agreement. Developer will also

construct a public street within the area designated as 169th Place on EXHIBIT A of the Development Agreement from 94th Avenue to LaGrange Road.

5. Owner will retain title 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 commercial area on Lot 4 consists of 19,000 square feet of retail space (conceptual at this time) and 26,625 square feet of restaurant space (conceptual at this time). The hotel area on Lot 1 consists of a 6-story 122 room hotel (conceptual at this time). The Owner will seek to have such parcels developed by a commercial Developer subject to the terms and conditions of this Development Agreement or a new or Amended Development Agreement as may be required by the Village.

6. The Developer now proposes to make certain revisions to the Site Plan, Elevations, and Landscape Plan (Exhibits B, C and D, respectively to the August 17, 2020, Development Agreement) and to amend said Development Agreement to incorporate therein the revised Site Plan, Elevations and Landscape Plan, all of which are attached hereto and incorporated herein as Exhibits B, C and D, respectively.

RECITALS:

1. The parties hereto desire that the Subject Property be developed as described in Exhibits B, C and D attached hereto, as well as in accordance with the August 17, 2020, Development Agreement to the extent not revised by this Amendment.

2. The parties hereto have determined that it is in the best interests of the Village, the Developer 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 the implementation of this Amendment and development of the Subject Property pursuant to the terms and conditions hereof, as well as the August 17, 2020, Development Agreement, will be in implementation of the Comprehensive Plan of the Village and will constitute a preservation of environmental values.

SECTION ONE: REVISED/UPDATED EXHIBITS

A. The Subject Property shall be developed substantially in accordance with the Preliminary Site Plan titled "Community Building and Pool Area Improvement Plans," Sheets C1.0 - C2.1 prepared by Kimley Horn & Associates, dated January 22, 2021, (Exhibit B attached hereto) in addition to previous Site Plan Exhibits for Orland Ridge approved April 1, 2019, August 6, 2020 and August 17, 2020, subject to the same conditions as set forth in the August 17, 2020, Development Agreement;

B. The Subject Property shall further be developed substantially in accordance with the Elevation Sheets A-4.0 titled "Elevation East & North" and Sheets A-4.1 titled "Elevation West & South" prepared by prepared by LindenGroup, Inc, dated March 26, 2021, (Exhibit C attached hereto); and

C. The Subject Property will further be developed substantially in accordance with the Preliminary Landscape Plan titled "Community Building and Pool Area Improvement Plans" Sheets L1.0-L4.0 prepared by Kimley Horn and Associates, dated January 22, 2021, (Exhibit D attached hereto) in addition to previous landscape plan Exhibits for Orland Ridge approved April 1, 2019, August 6, 2020 and August 17, 2020, subject to the same conditions as set forth in the August 17, 2020, Development Agreement.

SECTION TWO: Conflict with Development Agreement.

This Amendment is applicable only to the Subject Property as herein above described. The Orland Ridge Development Agreement dated August 17, 2020, is otherwise unamended and remains in full force and effect. To the extent any conflict or inconsistency between the terms of this Amendment and the terms of said Development Agreement, the terms of this Amendment shall govern and control to the extent of such conflict or inconsistency.

SECTION THREE: Execution of Amendment.

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

VILLAGE OF ORLAND PARK, an
Illinois Municipal Corporation

By: _____
Village President

ATTEST:

By: _____
Village Clerk

DEVELOPER:
OPR HOME, LLC, a Delaware limited liability
company

By: _____
Name: _____
Title: Member/Manager

ATTEST:

By: _____
Name: _____
Title: _____

OWNER:
SSM HEALTH CARE CORPORATION, a
Missouri nonprofit corporation

By: _____
Name: _____
Title: _____

ATTEST:

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 JOHN C. MEHALEK, 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 _____, 2021.

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 the DEVELOPER, 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 _____, 2021.

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 SSM HEALTH CARE CORPORATION, a Missouri
nonprofit corporation, personally known to me to be the same person whose name is
subscribed to the foregoing instrument as the authorized representative for the OWNER,
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 _____, 2021.

Notary Public

Commission expires: _____