

Prepared by:
Kathleen T. Henn
On behalf of the Village of Orland Park
Klein, Thorpe & Jenkins, Ltd.
20 North Wacker Drive
Chicago, IL 60606

For Recorder's Use Only

**AMENDMENT TO DEVELOPMENT AGREEMENT
(SHEFFIELD HIGHLANDS – SW CORNER 163RD STREET AND 94TH AVENUE)**

THIS AMENDMENT, made and entered into this ____ day of _____, 2012, by and between the VILLAGE OF ORLAND PARK, Cook and Will Counties, Illinois, an Illinois municipal corporation (hereinafter referred to as "Village"), and CHARLETON HIGHLANDS DEVELOPMENT, LLC, an Illinois limited liability company, CHARLETON PROPERTIES, LLC, an Illinois limited liability company, and CHARLETON HIGHLANDS COMMUNITY ASSOCIATION, INC., an Illinois not-for-profit corporation (hereinafter collectively referred to as "Owner").

W I T N E S S E T H:

WHEREAS, on July 12, 2005, a certain Development Agreement (hereinafter referred to as the "Agreement") between the Village and Owner, among others, was executed for a term of seven years; and

WHEREAS, said Agreement related to the real estate, consisting of approximately 6.6 acres located at the southwest corner of 163rd Street and 94th Avenue, and legally described as follows:

LOT 2 IN LIFETIME FITNESS SUBDIVISION, BEING A SUBDIVISION OF THE NORTH 20 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 50.00 FEET THEREOF TAKEN FOR

ROAD PURPOSES ACCORDING TO THE TOWNSHIP OF ORLAND HIGHWAY COMMISSIONERS RECORD BOOK NC1, PAGE 16 AND THAT PART DEEDED TO THE COUNTY OF COOK BY TRUSTEE'S DEED RECORDED AS DOCUMENT NO. 99287534, ALSO EXCEPTING THAT PART DEDICATED FOR PUBLIC HIGHWAY, PER DOCUMENT NO. 10155685) ALL IN COOK COUNTY, ILLINOIS.

P.I.N.: 27-22-300-019-0000 (old) and
27-22-300-026-0000 (new)

WHEREAS, the property described above has subsequently been subdivided and six of the units have been constructed and are owned by private owners who are not parties to this Amendment;

WHEREAS, the legal description of the Property, excluding the units that are owned by those not parties to this Agreement, is hereinafter referred to as "Real Estate"):

LOTS 4, 5, 6, 8, 9, 10, 11, 12, 13, 15, 16, 21, 22 AND OUTLOT B IN CHARLETON HIGHLANDS RESUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 0707922118, IN COOK COUNTY, ILLINOIS.

AND

CHARLETON HIGHLANDS RESUBDIVISION –TWO, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 0821845148, IN COOK COUNTY, ILLINOIS.

PINS: 27-22-321-008	27-22-307-022	27-22-323-010	27-22-307-024
27-22-323-011	27-22-307-025	27-22-323-013	27-22-322-017
27-22-323-014	27-22-322-018	27-22-323-015	27-22-322-019
27-22-323-016	27-22-322-013	27-22-323-017	27-22-322-014
27-22-323-018	27-22-322-020		

WHEREAS, CHARLETON HIGHLANDS DEVELOPMENT, LLC, CHARLETON PROPERTIES, LLC, and CHARLETON HIGHLANDS COMMUNITY ASSOCIATION, INC. are the legal titleholders of record of the Real Estate; and

WHEREAS, Village and Owner desire that said Agreement be amended with respect to the term of the Agreement as set forth in SECTION 12 to provide that the Agreement, as amended, be in place for a period of 12 years from the date of execution of the Agreement; and

WHEREAS, the Corporate Authorities of the Village have considered this 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 Amendment.

SECTION 2:

The first paragraph of SECTION 12 of said Agreement shall be amended to read as follows:

"SECTION ELEVEN: Binding Effect and Term and Covenants Running with the Land.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, the successor owners of record of the Subject Property or any portion thereof, assignees, lessees and upon any successor municipal authorities of said Village and successor municipalities, for a period of twelve (12) years from the date of execution hereof and any extended time that may be agreed to by amendment."

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 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 July 12, 2005 Development Agreement.

SECTION 5:

Notwithstanding any provision of this Amendment to the contrary, the Owner shall at all times during the term of this Amendment remain liable to the Village for the faithful performance of all obligations imposed upon Owner by this Amendment and all obligations in the Development 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 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 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 Amendment or a memorandum of this Amendment shall be recorded by the Village.

SECTION 9:

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

SECTION 10:

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

SECTION 11:

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

OWNERS

CHARLETON HIGHLANDS DEVELOPMENT,
LLC, an Illinois limited liability company,

By: _____

Its: _____

ATTEST:

By: _____

CHARLETON PROPERTIES, LLC, an Illinois
Limited liability company,

By: _____

Its: _____

ATTEST:

By: _____

CHARLETON HIGHLANDS COMMUNITY
ASSOCIATION, INC., an Illinois not-for-profit
corporation,

By: _____

Its: _____

ATTEST:

By: _____

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 _____ and _____, personally known to me to be _____ and _____ of CHARLETON HIGHLANDS DEVELOPMENT, LLC, an Illinois limited liability company, and the same persons whose names are subscribed to the foregoing instrument as said _____ and _____ of CHARLETON HIGHLANDS DEVELOPMENT, LLC, an Illinois limited liability company, 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 _____ for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2012.

My commission expires _____

Notary Public

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 _____ and _____, personally known to me to be _____ and _____ of CHARLETON PROPERTIES, LLC, an Illinois limited liability company, and the same persons whose names are subscribed to the foregoing instrument as said _____ and _____ of CHARLETON PROPERTIES, LLC, an Illinois limited liability company, 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 _____ for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2012.

My commission expires _____

Notary Public

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 _____ and _____, personally known to me to be _____ and _____ of CHARLETON HIGHLANDS COMMUNITY ASSOCIATION, INC., an Illinois not-for-profit corporation, and the same persons whose names are subscribed to the foregoing instrument as said _____ and _____ of CHARLETON PROPERTIES, LLC, an Illinois limited liability company, 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 _____ for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2012.

My commission expires _____

Notary Public