

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

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

INTRODUCTION

1. This Amendment To Development Agreement (“Amendment”) entered into this _____ day of _____, 2020, 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 19 through and including 36 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: _____

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 5.23 acres of the 26.26 acre Bluff Point 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 eighteen (18) 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, 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 ____ day of _____, 2017, as Ordinance Number_____.

6. The Owner now proposes to revise the development plan for the Bluff Pointe Subdivision, already partially constructed, by removing eighteen (18) single family lots (Lots 19 through 36) from the approved and subdivided forty-nine (49) lot subdivision and developing said eighteen (18) lots as a nine (9) lot resubdivision to be improved with nine (9) townhome buildings containing a total of thirty-eight (38) residential townhome units.

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 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, dated June 26, 2019, subject to the following conditions:

1. Owner must continue to use the Wolf Road access point for all construction traffic access and exit;
2. Any changes to the offsite grading north of the Subject Property may necessitate an updated signed and notarized letter of permission from the property owner to the north allowing off site grading on the property;
3. Owner must provide BMPS (Best Management Practices) in accordance with Village Code requirements to quality for lot coverages between 45% and 50%;
4. Owner must pay for signage to be placed on stubbed streets that limit parking to one side of the street, subject to Village Public Works and Traffic Advisory Board approvals;

5. Owner must dedicate/convey the Open Lands zoned property in the southwest corner of the Bluff Pointe Subdivision (Outlots 50 and 51) to the Village along with the remaining detention pond facilities;
6. Site Plan (EXHIBIT A) building envelopes, setbacks and easements are subject to final engineering and building reviews and approvals;
7. Retaining walls shall not exceed three feet (3') in height unless designed and tiered in accordance with Code requirements; and
8. All Village engineering and Building Division requirements must be met.

C. Owner shall prepare and submit to the Village for review and approval of final record Plat of ReSubdivision, including the thirty-eight (38) town home units on nine (9) lots, subject to the same conditions as set forth in B, above.

D. The Subject Property should be developed in accordance with the preliminary landscape plan titled "Landscape Plan for Bluff Pointe" prepared by Metz and Company Landscape Architecture/Site Planning, pages L-1, L-2, L-3 and L-4, updated July 18, 2019, subject to the following condition:

1. Planting of the fifteen foot (15') landscape buffer at the rear of Lots 37 through 49 are to be installed by the home builder of each lot and protected by a landscape easement as shown on the Final Plat of ReSubdivision

E. The Subject Property shall be developed in accordance with the Elevations applicable to all townhome elevation, including the front and rear elevation titled "Bluff Pointe Orland Park Lot A Units 1-4", page 1 of 8, dated June 24, 2019, and the side elevator plans A, B, C and D, titled "Bluff Pointe Orland Park Lot A Units 1-4" sheets 2 of 8, dated June 24, 2019, are by Fergon Architects, LLC for McNaughton Development; and in accordance with color elevation renderings of the town home front, rear, left and right sides; and in accordance with "Material Legend", all received July 2, 2019, 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 31 single family units and 38 town home units in 9 buildings 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 Village ordinances and codes, which are payable to the Village on behalf of the following:

Per residential unit	<u>Single Family</u>
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 occupancy 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 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, is 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, the terms of this Amendment shall govern and control to the extent of such conflict or inconsistency.

SECTION FOUR: Execution of Amendment.

This 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 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 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 _____, 2020.

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 _____, 2020.

Notary Public

Commission expires: _____