



**FRED BUCHOLZ**

DUPAGE COUNTY RECORDER

FEB. 14, 2018

9:40 AM

OTHER

\$41.00 06-19-400-033

**015 PAGES R2018-013552**

**ORDINANCE 7456**

**ORDINANCE APPROVING A REINSTATEMENT OF, AND  
THIRD AMENDMENT TO, A UTILITY SERVICE AND  
DEVELOPMENT AGREEMENT FOR THE KEN LOCH  
GOLF COURSE PROPERTY**

**PIN: ~~06-19-400-011, 030 AND 031~~ <sup>old</sup>**

**NOW KNOW AS 06-19-400-033 THROUGH 057**

**1 SOUTH 601 FINLEY ROAD  
LOMBARD, IL 60148**

**Prepared by and Return to:  
Village of Lombard  
255 E. Wilson Av.  
Lombard, IL 60148**

**ORDINANCE 7456  
PAMPHLET**

**WOODMOOR DEVELOPMENT LLC UTILITY SERVICE  
AND DEVELOPMENT AGREEMENT**



PUBLISHED IN PAMPHLET FORM THIS 8<sup>th</sup> DAY OF DECEMBER, 2017, BY ORDER OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS.

A handwritten signature in blue ink that reads "Sharon Kuderna".

Sharon Kuderna  
Village Clerk

**ORDINANCE NO. 7456**

**AN ORDINANCE APPROVING A REINSTATEMENT OF,  
AND THIRD AMENDMENT TO,  
A UTILITY SERVICE AND DEVELOPMENT AGREEMENT  
FOR THE KEN LOCH GOLF COURSE PROPERTY**

**WHEREAS**, the Corporate Authorities of the Village of Lombard have received a Reinstatement of, and Third Amendment to, a Utility Service and Development Agreement in regard to the Ken Loch Golf Course Property; a copy of which is attached hereto as Exhibit "A" and made part hereof (the "Third Amendment"); and

**WHEREAS**, the Corporate Authorities deem it to be in the best interests of the Village of Lombard to approve the Third Amendment;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, as follows:

**SECTION 1:** That the Third Amendment, attached hereto as Exhibit "A", is hereby approved.

**SECTION 2:** That the Village President and Village Clerk are hereby authorized and directed to execute said Third Amendment on behalf of the Village of Lombard, and to execute any additional documents in furtherance of said Third Amendment.

**SECTION 3:** This Ordinance shall be in full force and effect from and after its passage and approval, as provided by law.

Passed on first reading this \_\_\_\_ day of \_\_\_\_, 2017.

First reading waived by action of the Board of Trustees this 7<sup>th</sup> day of December, 2017.

Passed on second reading this 7<sup>th</sup> day of December, 2017.

Ayes: Trustee Whittington, Fugiel, Johnston, Pike and Ware

Nays: None

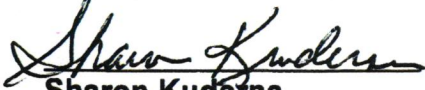
Absent: Trustee Foltyniewicz

Approved this 7<sup>th</sup> day of December, 2017.

  
**Keith T. Giagnorio**  
Village President

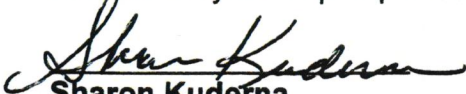
Ordinance No. 7456  
Woodmoor Development, Second Reinstatement, Third Amendment  
Page 2

ATTEST:



**Sharon Kuderna**  
**Village Clerk**

Published by me in pamphlet form on this 8<sup>th</sup> day of December, 2017.



**Sharon Kuderna**  
**Village Clerk**

**Exhibit "A"**

**REINSTATEMENT OF,  
AND THIRD AMENDMENT TO,  
A UTILITY SERVICE AND DEVELOPMENT AGREEMENT  
FOR THE KEN LOCH GOLF COURSE PROPERTY**

(attached)

**REINSTATEMENT OF, AND THIRD AMENDMENT TO,  
UTILITY SERVICE AND DEVELOPMENT AGREEMENT –  
KEN LOCH GOLF COURSE PROPERTY  
(1S601 FINLEY ROAD – 31 ACRES)**

This Reinstatement of, and Third Amendment to, Utility Service and Development Agreement (hereinafter, the "Third Amendment") is made and entered into as of December 31, 2017 (hereinafter, the "Effective Date"), by and between the Village of Lombard, an Illinois municipal corporation located in DuPage County, Illinois (hereinafter, the "Village"), and Woodmoor Development, LLC, an Illinois limited liability company (hereinafter, the "Developer") in accordance with authority granted by Article VII, Section 10(a) of the Illinois Constitution. References to "Developer" herein shall include any nominees, successors or successor entities of Woodmoor Development, LLC, as well as any joint ventures in relation to which Woodmoor Development, LLC is a party. The Village and the Developer are hereinafter sometimes referred to collectively as the "Parties" and individually as a "Party."

**WITNESSETH**

**WHEREAS**, the Village and the Developer entered into a Utility Service and Development Agreement dated July 16, 2015 (the "Original Agreement"), in regard to the property as legally described, at the time of the approval of the Original Agreement and the First Amendment (as defined below), as set forth on Exhibit 1 attached hereto and made part hereof; with said Original Agreement being recorded with the DuPage County Recorder's Office on September 3, 2015, as document number R2015-098665; and

**WHEREAS**, the Village and the Developer entered into a First Amendment to Utility Service and Development Agreement dated December 15, 2016 (the "First Amendment"), which amended the Original Agreement, and which was recorded with the DuPage County Recorder's Office on February 9, 2017, as document number R2017-014395; and

**WHEREAS**, the property covered by the Original Agreement, as amended by the First Amendment, was subdivided pursuant to the plat of subdivision recorded on April 17, 2017 as document number R2017-036373, with said property now being legally described as set forth on Exhibit 2 attached hereto and made part hereof (the "Updated Legal Description"); and

**WHEREAS**, the Village and the Developer entered into a Reinstatement of, and Second Amendment to, Utility Service and Development Agreement dated July 26, 2017 (the "Second Amendment"), which amended the Original Agreement, as amended by the First Amendment, and which was recorded with the DuPage County Recorder's Office on August 10, 2017, as

document number R2017-081533 (the Original Agreement as amended by the First Amendment and the Second Amendment being hereinafter referred to as the "Amended Agreement"); and

**WHEREAS**, the Village and the Developer desire to reinstate the Amended Agreement, and amend certain provisions of the reinstated Amended Agreement; and

**WHEREAS**, it is in the best interests of the Village and the Developer to enter into this Third Amendment;

**NOW, THEREFORE**, in consideration of the foregoing, the covenants, conditions and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. That Recital F of the Amended Agreement is amended by revising the reference therein to "\$150,000.00" to read "\$170,000.00."
2. That subsection 2.1 of the Amended Agreement is amended by revising the reference therein to "August 31, 2017" to read "April 30, 2018."
3. That subsection 2.2 of the Amended Agreement is amended: (a) by revising the reference therein to "August 31, 2018" to read "June 30, 2019"; and (b) by revising the reference therein to "August 31, 2019" to read "June 30, 2020."
4. That Section 2.16 of the Amended Agreement is amended: (a) by revising the reference therein to "August 31, 2018" to read "April 1, 2019"; and (b) by revising the reference therein to "August 31, 2019" to read "April 1, 2020."
5. That Section 2.17 of the Amended Agreement is amended by revising the reference therein to "\$150,000.00" to read "\$170,000.00."
6. That subsection 5.1 of the Amended Agreement is amended by: (a) revising the references therein to "September 1, 2017" to read "September 30, 2018"; and (b) adding the following to the end thereof: "In lieu of making the aforementioned \$60,296.00 deposit with the Village, the Developer shall have the option of electing to reduce the total amount of the Developer credit, as referenced in Section 7.1 below, by \$60,296.00."
7. That subsection 7.1 of the Amended Agreement is amended by adding the following between the first and second sentence of said subsection: "In the event that the Developer elects to reduce the amount of the credit, rather than making the deposit with the Village, relative to the 18th Street Storm Sewer as provided for in Section 5.1 above, the amount of the Developer's credit shall be \$581,204.00. The Village shall be entitled to reduce said Developer credit amount by the amount of attorneys' fees and recording fees due the Village from the Developer pursuant to subsections 16.3(A)(i) and 16.3(A)(ii) below."

8. That Exhibit A of the Amended Agreement shall continue to read in its entirety as set forth on Exhibit 2 attached hereto.
9. A copy of this Third Amendment shall be recorded by the Village, and same shall be re-recorded, with a cover sheet acknowledging the Parties' agreement to be bound hereby, upon Developer becoming the fee title owner of the Subject Property (as defined in the Amended Agreement, as revised by this Third Amendment).
10. The individual executing this Third Amendment on behalf of the Developer warrants that he/she has been lawfully authorized by Developer to execute this Third Amendment on behalf of said Developer. The individual executing this Third Amendment on behalf of Kensinger (as defined in Recital P of the Amended Agreement) warrants that he has been lawfully authorized by Kensinger (as defined in Recital P of the Amended Agreement) to execute this Third Amendment on behalf of Kensinger (as defined in Recital P of the Amended Agreement). The Village President and Village Clerk hereby warrant that they have been lawfully authorized by the Corporate Authorities of the Village to execute this Third Amendment. The Developer, Kensinger (as defined in Recital P of the Amended Agreement) and the Village shall deliver to each other, upon request, copies of all bylaws, joint venture agreements, resolutions, ordinances or other documents required to legally evidence the authority to so execute this Third Amendment on behalf of each of them.
11. This Third Amendment may be executed in three (3) or more counterparts, each of which, taken together, shall constitute one and the same instrument.
12. The date on which the last of the Village, the Developer or Kensinger (as defined in Recital P of the Amended Agreement) signs this Third Amendment shall be inserted on page 1 hereof, which date shall be the Effective Date of this Third Amendment.
13. That all portions of the Amended Agreement, not amended hereby, shall remain in full force and effect, and the Amended Agreement, as amended by this Third Amendment, is hereby approved in its entirety, and hereby reinstated to the extent necessary.

**THE REMAINDER OF THIS PAGE  
HAS INTENTIONALLY BEEN LEFT BLANK**




IN WITNESS WHEREOF, the Parties have caused this Third Amendment to be executed as of the date first above written.

**Village of Lombard,**  
an Illinois municipal corporation

By:   
Keith Giagnorio  
Village President

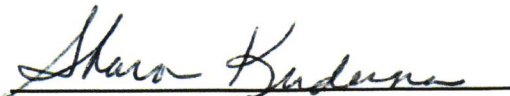
Date: December 7, 2017

**Woodmoor Development, LLC,**  
an Illinois limited liability company

By:   
Scott A. Stevens  
Manager

Date: December 14, 2017

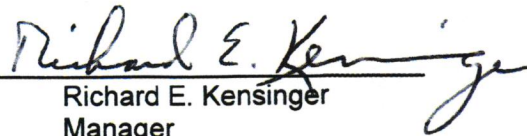
**ATTEST:**

  
Sharon Kuderna  
Village Clerk

Date: December 7, 2017

Kensinger Realty Investments, LLC, an Illinois limited liability company, as fee title owner of the Subject Property, hereby approves of and consents to this Third Amendment, between the Village and the Developer, and hereby authorizes the Village and the Developer to record same against title to the Subject Property (as defined in the Amended Agreement, as revised by this Third Amendment).

**Kensinger Realty Investments, LLC,**  
an Illinois limited liability company

By:   
Richard E. Kensinger  
Manager

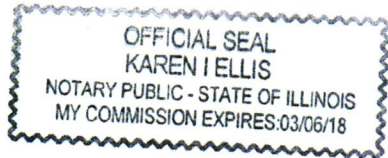
Date: December 31<sup>st</sup> 2017

State of Illinois     )  
                                  ) SS  
County of DuPage    )

**ACKNOWLEDGMENT**

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Keith Giagnorio, personally known to me to be the Village President of the Village of Lombard, and Sharon Kuderna, 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 Village 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 Corporate Authorities 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 8th day of December 2017.



*Karen I. Ellis*  
\_\_\_\_\_  
Notary Public

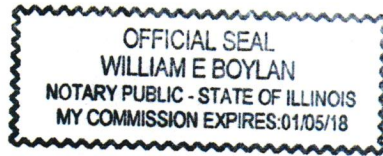


State of Illinois )  
                                  ) SS  
County of DuPage )

**ACKNOWLEDGMENT**

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Richard E. Kensinger, personally known to me as the Manager of Kensinger Realty Investments, LLC, an Illinois limited liability company, acknowledged to me that he signed and delivered the foregoing instrument on behalf of said company as his own free and voluntary act for the uses purposes therein set forth.

GIVEN under my hand and official seal, this 31 day of December 2017.



*William E. Boylan*  
\_\_\_\_\_  
Notary Public

**Exhibit 1**

**Legal Description  
of the Subject Property  
as Contained in the Original Agreement and the First Amendment**

PARCEL 1: THAT PART OF THE NORTH 31 ACRES OF THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 LYING SOUTH OF THE NORTH 660 FEET OF SAID WEST HALF OF THE SOUTHEAST QUARTER, IN SECTION 19, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF SAID NORTH 31 ACRES WITH THE EAST LINE OF FINLEY ROAD AS HERETOFORE DEDICATED BY DOCUMENT R69-42444; THENCE NORTH ALONG THE EAST LINE OF FINLEY ROAD, A DISTANCE OF 523.75 FEET FOR A PLACE OF BEGINNING, THENCE CONTINUING NORTH ALONG THE EAST LINE OF FINLEY ROAD A DISTANCE OF 164.38 FEET; THENCE EAST PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 265.0 FEET; THENCE SOUTH PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 164.38 FEET; THENCE WEST PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 265.0 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS; AND

PARCEL 2: THE NORTH 31 ACRES OF THAT PART OF THE WEST HALF OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF THE NORTH 660 FEET OF SAID WEST HALF OF THE SOUTHEAST 1/4, EXCEPT THE FOLLOWING: THAT PART OF THE NORTH 31 ACRES OF THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 LYING SOUTH OF THE NORTH 660 FEET OF SAID WEST HALF OF THE SOUTHEAST QUARTER, IN SECTION 19, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF SAID NORTH 31 ACRES WITH THE EAST LINE OF FINLEY ROAD AS HERETOFORE DEDICATED BY DOCUMENT R69-42444; THENCE NORTH ALONG THE EAST LINE OF FINLEY ROAD, A DISTANCE OF 523.75 FEET FOR A PLACE OF BEGINNING, THENCE CONTINUING NORTH ALONG THE EAST LINE OF FINLEY ROAD A DISTANCE OF 164.38 FEET; THENCE EAST PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 265.0 FEET; THENCE SOUTH PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 164.38 FEET; THENCE WEST PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 265.0 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PINs: 06-19-400-011, -030 and -031.

COMMON ADDRESS: 1 South 601 Finley Road,  
Lombard, Illinois 60148.

**Exhibit 2**

**Current Legal Description  
of the Subject Property**

Lots 1 through 20, inclusive, in Woodmoor Subdivision, being a subdivision in the West 1/2 of the Southeast 1/4, in Section 19, Township 39 North, Range 11, East of the Third Principal Meridian, DuPage County, Illinois.

PINs: 06-19-400-033, -034, -035, -036, -037, -038, -039, -040, -041, -042, -043, -044, -045, -046, -047, -048, -049, -050, -051, -052, -053, -054, -055, -056 and -057.

COMMON ADDRESS: 1 South 601 Finley Road,  
Lombard, Illinois 60148.



I, **Janet Downer**, hereby certify that I am the duly qualified Deputy Village Clerk of the **Village of Lombard**, DuPage County, Illinois, as authorized by Statute and provided by local Ordinance, and as such Deputy Village Clerk, I maintain and am safekeeper of the records and files of the President and Board of Trustees of said Village.

I further certify that attached hereto is a true and correct copy of

ORDINANCE NO. 7456

APPROVING A REINSTATEMENT OF, AND THIRD  
AMENDMENT TO, A UTILITY SERVICE AND  
DEVELOPMENT AGREEMENT FOR THE KEN LOCH  
GOLF COURSE PROPERTY

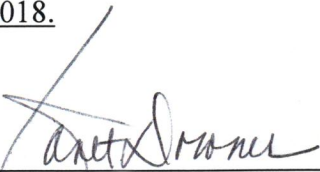
PINS: 06-19-400-011, -030 AND -031  
NOW KNOWN AS 06-19-400-033 THROUGH -057

ADDRESS: 1 SOUTH 601 FINLEY ROAD  
LOMBARD IL 60148

of the said Village as it appears from the official records of said Village duly approved this 7<sup>th</sup> day of December, 2017.

**In Witness Whereof**, I have hereunto affixed my official signature and the Corporate Seal of said **Village of Lombard**, Du Page County, Illinois this 7<sup>th</sup> of February, 2018.



  
\_\_\_\_\_  
Janet Downer  
Deputy Village Clerk  
Village of Lombard  
DuPage County, Illinois