



Doc#: 0812845117 Fee: \$52.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 05/07/2008 02:35 PM Pg: 1 of 9

For Recorder's Use Only

**AMENDMENT TO ANNEXATION AGREEMENT
(OLDE MILL -
17401 SOUTH 108TH AVENUE)**

THIS AMENDMENT, made and entered into this 30th day of April, 2008, by and between the VILLAGE OF ORLAND PARK, Cook and Will Counties, Illinois, an Illinois municipal corporation (hereinafter referred to as "Village"), and NORTHSTAR TRUSTEE as Successor Trustee to Harris, N.A., as Successor Trustee to Harris Joliet, not personally but as Trustee under Trust Agreement dated November 21, 2006 and known as Trust No. HTJ8174, (hereinafter referred to as "Owner").

W I T N E S S E T H:

WHEREAS, on December 15, 2000, a certain Annexation Agreement (hereinafter referred to as the "Agreement") between the Village and Owner was executed; and

WHEREAS, said Agreement related to the real estate (hereinafter referred to as the "Real Estate"), consisting of approximately 30 acres and legally described as follows:

PARCEL 1:

THE SOUTH 25 ACRES OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NO. 27-29-402-006-0000

And

PARCEL 2:

THE SOUTH 30 ACRES (EXCEPT THE SOUTH 25 ACRES THEREOF) OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NO. 27-29-402-002-0000

WHEREAS, NORTHSTAR TRUSTEE as Successor Trustee to Harris, N.A., as Successor Trustee to Harris Joliet, not personally but as Trustee under Trust Agreement dated November 21, 2006 and known as Trust No. HTJ8174 are the legal titleholders of record of the Real Estate; and

WHEREAS, the Real Estate has been annexed to the Village; and

WHEREAS, Village and Owner desire that said Agreement be amended with respect to the term of the Agreement as set forth in SECTION 11 of the Agreement; and

WHEREAS, a public notice in the form required by law was given of a public hearing on this Amendment by publication not more than 30 days nor less than 15 days prior to said meeting in the Orland Park Star and Daily Southtown, newspapers of general circulation in the Village, there being no newspaper published in this Village; 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 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 11 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, successor owners of record of the Subject Property, assignees, lessees and upon any successor municipal authorities of said Village and successor municipalities, for a period of five (5) 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 December 15, 2000, Annexation 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 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 in the office of the Cook County Recorder of Deeds 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:

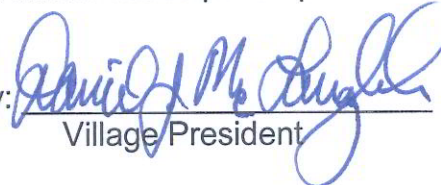
This Amendment may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

SECTION 11:

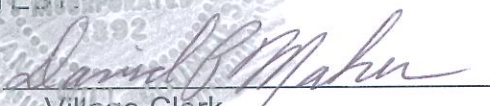
This Amendment shall be signed last by the Village, and the President of the Village shall affix the date on which he signs this Amendment on page 1 hereof, which date shall be the effective date of this Amendment.

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:

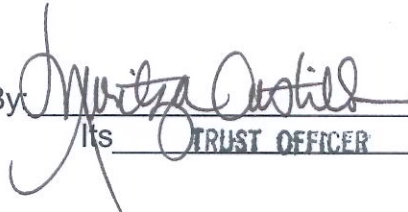
By: 

Village Clerk

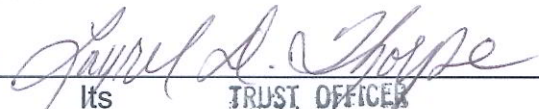
Trustee's Exoneration Rider Attached Hereto And Made A Part Hereof

OWNER:

NORTHSTAR TRUSTEE as
Successor Trustee to Harris, N.A.,
as Successor Trustee to Harris
Joliet, not personally but as Trustee
under Trust Agreement dated
November 21, 2006 and known as
Trust No. HTJ8174

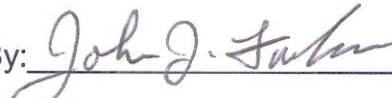
By: 
Its TRUST OFFICER

Attest:

By: 
Its TRUST OFFICER

DEVELOPER:

CELTIC DEVELOPMENT AND CONSTRUCTION LTD.

By: 
Its PRESIDENT

Attest:

By: 
Its TRUST OFFICER

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ACKNOWLEDGMENTS

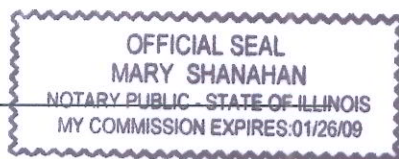
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that DANIEL J. McLAUGHLIN, personally known to me to be the President of the Village of Orland Park, and DAVID P. MAHER, 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 28th day of April, 2008.

Mary Shanahan
Notary Public

Commission expires: _____



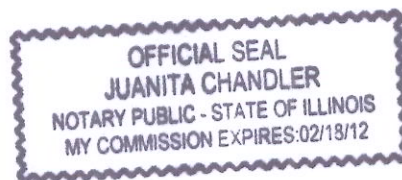
STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for the County and State aforesaid,
DO HEREBY CERTIFY that the above-named Maritza Castillo and
Laurel D. Thorpe personally known to me to be the
TRUST OFFICER and TRUST OFFICER of
NORTHSTAR TRUSTEE as Successor Trustee to Harris, N.A., as Successor
Trustee to Harris Joliet, not personally but as Trustee under Trust Agreement dated
November 21, 2006 and known as Trust No. HTJ8174, personally known to me to be
the same persons whose names are subscribed to the foregoing instrument as such
TRUST OFFICER and TRUST OFFICER respectively,
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; and the
said TRUST OFFICER then and there acknowledged that said
TRUST OFFICER, as custodian of the corporate seal of said
corporation caused the corporate seal of said corporation to be affixed to said
instrument as said TRUST OFFICER's 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 24th day of
March, 2008.

Juanita Chandler
Notary Public

Commission expires: 2/18/12



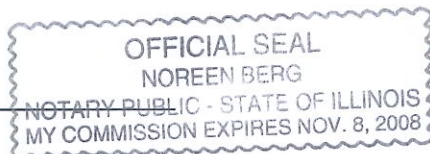
STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named JOHN J. FORKAN and PATRICIA M. FORKAN personally known to me to be the PRESIDENT and SECRETARY of CELTIC DEVELOPMENT AND CONSTRUCTION LTD., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such JOHN J. FORKAN and PATRICIA M. FORKAN respectively, 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; and the said JOHN J. FORKAN, then and there acknowledged that said PATRICIA M. FORKAN, as custodian of the corporate seal of said corporation caused the corporate seal of said corporation to be affixed to said instrument as said PATRICIA M. FORKAN's own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

April GIVEN under my hand and official seal, this 10 day of April, 2008.

N. Berg
Notary Public

Commission expires: _____



General Document Exoneration Rider

This DOCUMENT is executed by North Star Trust Company not personally but as Trustee, as aforesaid, in the exercise of power and authority conferred upon and vested in said North Star Trust Company, and it is expressly understood and agreed that nothing in said document contained herein shall be construed as creating any liability on said North Star Trust Company personally to pay any indebtedness accruing there under or to perform any covenants, either express or implied including but not limited to warranties, indemnification and hold harmless representations in said document (all liability, if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said North Star Trust Company is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment of enforcement hereof, it being understood that said North Star Trust Company merely holds legal title to the premises described therein and has no control over the management thereof or the income there from, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In the event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said North Star Trust Company, the provisions of this rider shall be controlling.