

THIS DOCUMENT PREPARED BY:
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For Recorder's Use Only

AMENDMENT TO ANNEXATION AGREEMENT
(PERSIMMON MEADOWS – NORTHWEST CORNER
OF 142ND STREET AND 108TH AVENUE)

THIS AMENDMENT, made and entered into this ____ day of _____, 2009, by and between the VILLAGE OF ORLAND PARK, Cook and Will Counties, Illinois, an Illinois municipal corporation (hereinafter referred to as "Village"), and BEECHIN & DILL, BUILDERS, INC., an Illinois corporation (hereinafter referred to as "Developer"), the successor developer to the original owner and developer, PERSIMMON MEADOWS, LLC, an Illinois corporation (hereinafter referred to as "Original Owner").

W I T N E S S E T H:

WHEREAS, on August 6, 2002, a certain Annexation Agreement (hereinafter referred to as the "Agreement") between the Village and Original Owner was executed; and

WHEREAS, said Agreement related to the real estate (hereinafter referred to as the "Real Estate"), consisting of approximately 13 gross acres and legally described as follows:

PARCEL 1:

THE SOUTH 220 FEET OF THE NORTH 660 FEET OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 220 FEET OF THE NORTH 440 FEET OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. PIN Nos. 27-05-307-006-0000, 27-05-307-007-0000, 27-05-307-008-

0000, 27-05-307-009-0000, 27-05-307-010-0000, 27-05-308-023-0000, 27-05-308-024-0000, 27-05-308-025-0000, 27-05-308-026-0000, 27-05-308-027-0000, 27-05-308-028-0000, 27-05-308-029-0000, 27-05-308-030-0000, 27-05-308-031-0000, 27-05-308-032-0000, 27-05-308-033-0000, 27-05-308-034-0000, 27-05-308-035-0000, 27-05-308-036-0000, 27-05-308-037-0000, 27-05-308-038-0000, 27-05-308-039-0000, 27-05-308-040-0000, and 27-05-314-004-0000.

WHEREAS, BEECHIN & DILL BUILDERS, INC. is the successor developer to Persimmon Meadows, LLC; and

WHEREAS, the Real Estate has been subdivided and sold and there are numerous legal titleholders of the Real Estate; and

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

WHEREAS, Village and Developer 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, Developer agrees to comply with all other requirements of the Original Owner in 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 Southtown Star, a newspaper of general circulation in the Village, and the Orland Park Prairie, a 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 one (1) year 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 August 6, 2002, Annexation Agreement.

SECTION 5:

Notwithstanding any provision of this Amendment to the contrary, the Developer shall at all times during the term of this Amendment remain liable to the Village for the faithful performance of all obligations imposed upon Original Owner and Developer by this Amendment until such obligations have been fully performed or until Village, at its sole option, has otherwise released Original Owner or Developer 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 Developer or Original Owner is in default hereunder, nothing herein shall be construed to excuse the Developer or Original 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 Developer executing this Amendment warrant that they have been lawfully authorized by their Board of Directors to execute this Amendment on behalf of said Developer. 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 Developer 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

DEVELOPER:

BEECHIN & DILL BUILDERS, INC., an
Illinois corporation

By: _____
Its _____

Attest:

By: _____
Its _____

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 _____ day of _____, 2009.

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 _____ and _____ personally known to me to be the _____ and _____ of BEECHIN & DILL BUILDERS, INC., an Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ 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 _____ then and there acknowledged that said _____, as custodian of the corporate seal of said corporation caused the corporate seal of said corporation to be affixed to said instrument as said _____'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 _____ day of _____, 2009.

Notary Public

Commission expires: _____