

THIS DOCUMENT PREPARED BY:

E. Kenneth Friker
Klein, Thorpe and Jenkins, Ltd.
15010 S. Ravinia Ave., Suite 10
Orland Park, Illinois 60462

For Recorder's Use Only

**ANNEXATION AGREEMENT
(MELKA LANDSCAPING) -
11606 W. 179TH STREET**

INTRODUCTION.

1. THIS AGREEMENT entered into this 10th day of March, 2026, by and between the VILLAGE OF ORLAND PARK, Illinois, an Illinois municipal corporation (hereinafter referred to as the "Village") THE LAND TRUST COMPANY, not personally but as Trustee pursuant to Trust Agreement dated February 1, 2010, and known as Trust Number SZ20769 and BEVERLY RIDGE REALTY CORPORATION., an Illinois corporation (hereinafter collectively referred to as "Owner").

2. The Property subject to this Agreement and legal title to which is vested in part in the Owner (excepting such portion as is dedicated to the public), is legally described as follows:

THAT PART OF THE WEST 100 ACRES OF THE FOLLOWING DESCRIBED TRACT: THE NORTH EAST QUARTER AND THE EAST 50.97 ACRES OF THE NORTH WEST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL OF LAND BEING DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE AT THE CENTER OF SAID SECTION 31 AND RUNNING THENCE EAST ALONG THE SOUTH LINE OF SAID NORTH EAST QUARTER OF SECTION 31, A DISTANCE OF 567 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID NORTH EAST QUARTER A DISTANCE OF 881 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF WABASH RAILROAD; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1334.17 FEET TO THE SOUTH LINE OF SAID NORTH WEST QUARTER OF SECTION 31; THENCE

EAST ALONG SAID SOUTH LINE OF THE NORTH WEST QUARTER A DISTANCE OF 439.39 FEET TO THE POINT OF BEGINNING, EXCEPTING THAT PART TAKEN OR USED FOR 179TH STREET A SPER DOCUMENT NMBER 98579787 IN COOK COUNTY, ILLINOIS.

Commonly known as: 11606 W. 179th Street, Mokena, Illinois 60448
PIN #27-31-202-003-0000

The said property is hereinafter referred to as the "Subject Property".

3. The Subject Property consists of approximately 8.8 acres and is located at 11606 W. 179th Street in unincorporated Orland Township, Cook County, Illinois.

4. The Subject Property is currently in operation as a landscaping and garden center pursuant to Cook County Zoning and, following annexation to the Village, would continue operating under the BIZ – General Business District classification of the Land Development Code of the Village of Orland Park (the "Code").

5. 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 Agreement 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 annexed to the Village, subject to the terms and conditions as hereinafter set forth and that the Subject Property be zoned and developed in the manner as set forth in this Agreement under the BIZ – General Business District provisions of the Code.

2. Owner has petitioned the Village for annexation to the Village of the Subject Property.

3. The parties hereto have fully complied with all relevant statutes of the State of Illinois and ordinances of the Village with respect to annexation including the filing of a petition by Owner requesting annexation of the above-described Subject Property and zoning of the Subject Property to enable operation of Owner's current business 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 annexation and rezoning as herein provided, including all hearings as are necessary to effectuate the terms of this Agreement.

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 Agreement by ordinance;

- (b) Enactment of annexation ordinances annexing the Subject Property as described above to the Village;
- (c) Adoption of such ordinances as are necessary to effectuate the terms and provisions of this Agreement including the classification of the Subject Property for purposes of zoning pursuant to the terms and conditions of this Agreement.
- (d) The adoption of such other ordinances, resolutions and actions as may be necessary to fulfill and implement this Agreement pursuant to the terms and conditions herein contained.

5. The Subject Property is not within any Public Library District. No roads adjacent to or on the Subject Property are under the jurisdiction of a township. The Village does not provide fire protection services to the Subject Property.

6. The parties hereto have determined that it is in the best interests of the Village and Owner and in furtherance of the public health, safety, comfort, morals and welfare of the community to execute and implement this Agreement and that such implementation of this Agreement pursuant to its terms and conditions will constitute an improvement of the tax base of the Village, be in implementation of the Comprehensive Plan of the Village and will constitute a preservation of environmental values.

SECTION 1:

Annexation.

The Subject Property is not now within the corporate limits of the Village and is contiguous to the Village. The Owner has filed a petition for annexation to the Village of the Subject Property pursuant to statute in such cases made and provided. The Village has by execution of this Agreement manifested its intention to annex the Subject Property pursuant to the terms and conditions of this Agreement.

Subject to the provisions of Chapter 65, Act 5, Article 7, of the Illinois Compiled Statutes, and such other statutory provisions as may be relevant and the home rule powers of the Village, the Village shall by proper Ordinance, cause approval and execution of this Agreement and after adoption and execution of this Agreement shall cause the Subject Property to be annexed to the Village. Also, the Village, upon annexation of the Subject Property, shall thereafter adopt all ordinances respecting the zoning, use and continued operation and improvement of the Subject Property as herein provided. A recordable plat of annexation of the Subject Property to be annexed is to be prepared by the Village and attached hereto as EXHIBIT A. The new boundary of the Village resulting from such annexation shall extend to the far side of any adjacent highway and shall include all of every highway within the area so annexed.

Upon the execution of this Agreement, Owner shall do all things necessary and proper to carry out the terms, conditions and provisions of this Agreement and effectuate the annexation of

the above-described Subject Property to the Village, and to aid and assist the Village in also so doing.

The Village shall take all actions necessary to carry out and perform the terms and conditions of this Agreement and to effectuate the annexation of the Subject Property to the Village.

SECTION 2:

Zoning.

The Village, upon annexation and 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, shall by proper ordinance after execution of this Agreement and annexation of the Subject Property to the Village cause the Subject Property described above to be classified as BIZ – General Business District of the Code.

Existing Structures.

All existing structures used by Owner for operation of its landscaping and garden center business shall be allowed to remain as legal non-conforming structures.

Storm Water Management.

The Owner must be at all times fully responsible for all costs of such care and maintenance of any stormwater detention areas and management facilities currently serving the Subject Property.

Existing Septic Systems and Wells.

Once the Village sanitary sewer service is brought to the property line of the Subject Property and available to serve the Subject Property, the existing septic systems contained on the Subject Property, if any, shall be removed and any wells on the same shall be capped (except as provided in SECTION 3 hereof) in accordance with the requirements of the Illinois Environmental Protection Agency and/or the Illinois Department of Transportation.

SECTION 3:

Water Supply.

Once the Village water service is brought to the property line of the Subject Property and available to serve the Subject Property, the owner shall have the right to construct and install at its expense all necessary on-site water mains to service the Subject Property in accordance with the Code and final engineering plans approved by the Village. The Village agrees to permit connection of the aforementioned water mains to the water facilities of the Village and to furnish water service on the same basis as said services are furnished to other parts of the Village. The

water connection charge(s) to be paid by Owner (including water meter installation) shall be computed by the Village Building Department based upon the size of the water connection and the number of water meters to be installed and based upon the Village water connection charges presently in effect on the date of this Agreement.

It is understood that the Subject Property serves as a garden center and nursery and that a well is used and will continue to be used to operate and serve the nursery business for irrigation. Once the Subject Property is served with potable water from the Village water system, Owner shall take all required steps to prevent any cross connection of the well to the Village water system.

SECTION 4:

Sanitary Sewers; Drainage Creek Maintenance.

The Village shall obtain the necessary engineering and construct and install at its expense all necessary sanitary sewers to service the Subject Property. The Village agrees to permit connection of the aforementioned sanitary sewers to the sanitary sewer facilities of the Village and to furnish sewer service on the same basis as said services are furnished to other parts of the Village. All Village required connection charges shall be paid by Owner.

Marley Creek, which serves to provide storm water drainage for the Subject Property, shall be maintained in perpetuity by Owner and its successors in title. Owner shall provide the Village with necessary easements to allow the Village to repair and maintain the drainage capability to Marley Creek, as well as any other creeks serving the Subject Property, in the event the Owner fails to do so.

SECTION 5:

Easements.

The Owner agrees at the time of approval of the Annexation Agreement to grant to the Village, all necessary easements over and upon the Subject Property for the extension of sewer, water, street, or other utilities, including cable television, or for other improvements which may serve not only the Subject Property.

All such easements to be granted shall name the Village and/or other appropriate entities designated by the Village as grantee thereunder. It shall be the responsibility of the Owner to obtain all on site easements. The location(s) of any such easements necessary to serve the Subject Property shall be approved by Owner, which approval shall not be unreasonably withheld,

SECTION 6:

Developmental Codes and Ordinances and General Matters.

Owner must construct any new structures on the Subject Property in accordance with the existing building and other developmental codes and ordinances of the Village as they exist on the date of issuance of the applicable building permit.

Upon any future development of the Subject Property annexed, the development of same shall be in accordance with the existing building, zoning, subdivision, storm water retention and other developmental codes and ordinances of the Village as they exist on the date the permit for development of the Subject Property is issued. Planning and engineering designs and standards, and road construction and dedication of public improvements, shall be in accordance with the then existing ordinances of the Village or in accordance with the statutes and regulations of other governmental agencies having jurisdiction thereof if such standards are more stringent than those of the Village of Orland Park at such time. All fees, etc., set forth under the various ordinances of the Village shall be paid by the Owner at the rate set forth in the Village ordinances at the time each permit is issued.

SECTION 7:

Utilities.

All future electricity, telephone, cable television and gas lines shall be installed underground, the location of which underground utilities shall be at the Owner's option.

SECTION 8:

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 twenty (20) years from the date of execution hereof and any extended time that may be mutually agreed to by amendment, without further public hearing.

The terms and conditions of this Agreement relative to the contributions to the Village, construction and/or dedication of public improvements, granting of easements to the Village, dedication of rights-of-way to the Village and the developmental standards established herein shall constitute covenants which shall run with the land.

SECTION 9:

Notices.

Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be personally delivered to or mailed by United States Certified mail, postage prepaid and return receipt requested, as follows:

For the Village:

1. James Dodge
Village President
14700 South Ravinia Avenue
Orland Park, Illinois 60462

2. Mary Ryan Norwell
Village Clerk
14700 South Ravinia Avenue
Orland Park, Illinois 60462

3. E. Kenneth Friker
Attorney for the Village
Klein, Thorpe & Jenkins, Ltd.
15010 S. Ravinia Avenue, Suite 10
Orland Park, Illinois 60462

For the Owner:

1.
Beverly Ridge Realty Corporation
8020 W. 142nd Street
Orland Park, Illinois 60462

2. Andrea T. Crowley
Carole Griffen Ruzich
Griffin & Gallagher, LLC
10001 South Roberts Road
Palos Hills, Illinois 60465

or such other addresses that any party hereto may designate in writing to the other parties pursuant to the provisions of this Section.

SECTION 10:

Warranties and Representations.

The Owner represents and warrants to the Village as follows:

1. The Land Trust Company as Trustee pursuant to Trust Agreement dated February 1, 2010, and known as Trust Number SZ20769 is the legal title holder and the owner of record of the Subject Property and that Beverly Ridge Realty Corporation is the sole beneficiary of said Trust.

2. That the Owner proposes to conduct its business activities on the Subject Property in the manner contemplated under this Agreement.

3. That other than the Owner, no other entity or person has any interest in the Subject Property or its development or business activities as herein proposed other than Melka Landscaping and Garden Center, Inc.

4. That Owner provided the legal descriptions of the Subject Property set forth in this Agreement and that said legal descriptions are accurate and correct.

5. With respect to any real estate herein which will become property of the Village, Owner (and its undersigned officer) warrants and represents, to the best of its knowledge, that during the period of its ownership or control over said Subject Property it has no knowledge of, nor reason to suspect, that there has been any underground storage (or other) tank or any presence, disposal, release or threatened release of hazardous substances or hazardous wastes on, from or under the property, by or through Owner or any other party whatsoever. Owner (and its undersigned officer) similarly represents and warrants that to the best of its knowledge, there was not underground storage (or other) tank, not any presence, disposal, release or threatened release of hazardous substances or hazardous waste on, from or under the property prior to Owner's acquisition of ownership or control of the property.

Owner (and its undersigned officer) similarly further represents and warrants that to the best of its knowledge, the property (including underlying soil and ground water conditions) is not in violation of any state, local, federal, municipal or other law, statute, regulation, code, ordinance, decree or other relating to hygienic or environmental conditions, and during ownership of the property by Owner, no party has stored or disposed of any flammable explosives, radioactive materials, hazardous waste, toxic substances or other related materials on, under or about the property. The Owner shall and does hereby agree to indemnify, protect, defend, and hold the Village harmless from and against any claims, losses, demands, costs, proceedings, suits, liabilities, damages and causes of action, including consequential damages and attorneys' fees of counsel selected by the Village and other costs of defense incurred, arising against or suffered by the Village or its assigns as a consequence, directly or indirectly, of any misrepresentation by Owner of the foregoing representations and warranties, whether discovered before or after the conveyance of any of the Subject Property to the Village.

SECTION 11:

Continuity of Obligations.

Notwithstanding any provision of this Agreement to the contrary, including but not limited to the sale or conveyance of all or any part of the Subject Property by Owner, Owner

shall at all times during the term of this Agreement remain liable to Village for the faithful performance of all obligations imposed upon Owner by this 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.

SECTION 12:

No Waiver or Relinquishment of Right to Enforce Agreement.

Failure of any party to this Agreement 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 13:

Village Approval or Direction.

Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with this Agreement.

SECTION 14:

Singular and Plural.

Wherever appropriate in this Agreement, the singular shall include the plural, and the plural shall include the singular.

SECTION 15:

Section Headings and Subheadings.

All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

SECTION 16:

Recording.

A copy of this Agreement and any amendment thereto shall be recorded by the Village at the expense of the Owner.

SECTION 17:

Authorization to Execute.

The Owner and the officers of the Owner executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on behalf of the Owner and that all representations and warranties made by Owner herein are also made by the officer of the Owner executing this Agreement.

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 Agreement. 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, ordinances, partnership agreements, letters of direction or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

SECTION 18:

Amendment.

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

SECTION 19:

Counterparts.

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

SECTION 20:

Curing Default.

The parties to this Agreement reserve a right to cure any default hereunder within thirty (30) days from written notice of such default.

SECTION 21:

Conflict Between the Text and Exhibits.

In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of the Agreement shall control and govern.

SECTION 22:

Severability.

If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the Village does not have the power to perform any such provision, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve Village from performance under such invalid provision of this Agreement.

SECTION 23:

Definition of Village.

When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village unless the context clearly indicates otherwise.

SECTION 24:

Execution of Agreement.

This Agreement 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 Agreement.

VILLAGE OF ORLAND PARK,
an Illinois Municipal Corporation

By: 
Village President

ATTEST:


Village Clerk

OWNER:

THE LAND TRUST COMPANY, not personally but as Trustee under Trust Agreement dated February 1, 2010, and known as Trust Number SZ20769



By: MARTHA LOPEZ 03/10/2020
ASST. VICE PRESIDENT
Trust Officer

BEVERLY RIDGE REALTY
CORPORATION, an Illinois Corporation

By: _____
Authorized Officer

ATTEST:

**Attestation not required
Pursuant to corporate by-laws**

Secretary

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.



By: MARTHA LOPEZ 03/10/2016
ASST. VICE PRESIDENT
Trust Officer

BEVERLY RIDGE REALTY
CORPORATION, an Illinois Corporation

By: [Signature]
President
Authorized Officer

ATTEST:

**Attestation not required
Pursuant to corporate by-laws**

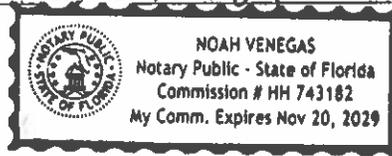
Secretary

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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 James Thomas Melha Jr and _____, personally known to me to be the President and Secretary of BEVERLY RIDGE REALTY CORPORATION, and Illinois corporation, personally known to me to be the same person whose names are subscribed to the foregoing instrument as such James Thomas Melha Jr 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 10 day of March, 2026.



NOTARY PUBLIC

Noah Venegas

Commission expires: 11/20/2029

..T

AN ORDINANCE ANNEXING PROPERTY (MELKA LANDSCAPING – 11606 W. 179TH STREET)

..B

BE IT ORDAINED by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois:

SECTION 1

That this President and Board of Trustees find as follows:

(a) A Petition has been filed with the Village Clerk and presented in proper form to the President and Board of Trustees of the Village of Orland Park, requesting that the territory described in Section 2 of this Ordinance be annexed to the Village of Orland Park, Cook and Will Counties, Illinois.

(b) Such Petition was signed by all of the owners of record of such territory, there being no electors residing on said territory.

(c) Such territory is not within the corporate limits of any municipality but is contiguous to the Village of Orland Park, Cook and Will Counties, Illinois, a municipality existing under the laws of the State of Illinois.

(d) That the Village of Orland Park, Cook and Will Counties, Illinois, does not provide fire protection service, and the territory herein described is not located in a public library district.

(e) Any required Notice of the proposed annexation has been given to the Orland Township, Cook County, Commissioner of Highways.

SECTION 2

That the territory legally described as follows:

THAT PART OF THE WEST 100 ACRES OF THE FOLLOWING DESCRIBED TRACT: THE NORTH EAST QUARTER AND THE EAST 50.97 ACRES OF THE NORTH WEST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL OF LAND BEING DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE AT THE CENTER OF SAID SECTION 31 AND RUNNING THENCE EAST ALONG THE SOUTH LINE OF SAID NORTH EAST QUARTER OF SECTION 31, A DISTANCE OF 567 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID NORTH EAST QUARTER A DISTANCE OF 881 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF WABASH RAILROAD; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 1334.17 FEET TO THE SOUTH LINE OF SAID NORTH WEST QUARTER OF SECTION 31; THENCE EAST ALONG SAID SOUTH LINE OF THE NORTH WEST QUARTER A DISTANCE OF

439.39 FEET TO THE POINT OF BEGINNING, EXCEPTING THAT PART TAKEN OR USED FOR 179TH STREET A SPER DOCUMENT NMBER 98579787 IN COOK COUNTY, ILLINOIS.

P.I.N. 27-31-202-003-0000

be and the same is hereby annexed to the Village of Orland Park, Cook and Will Counties, Illinois, all in conformance with and as shown on a plat and map of annexation of said territory prepared by a registered land surveyor of the State of Illinois, attached hereto and made a part hereof as EXHIBIT A.

SECTION 3

That the Village Clerk is hereby and herewith instructed to record with the Recording Division of the Cook County Clerk's office, and to file with the County Clerk of Cook County, Illinois:

- (a) a copy of this Ordinance certified as correct by the Clerk of said Village of Orland Park; and
- (b) a plat of the land included in this annexation, as required by law, said plat to be attached to the aforesaid certified copy of this Ordinance.

SECTION 4

That this Ordinance shall be in full force and effect from and after its adoption as required by law.

ORDINANCE AUTHORIZING ANNEXATION AGREEMENT (MELKA LANDSCAPING-11606 W. 179th STREET)

WHEREAS, the Corporate Authorities of the Village of Orland Park, Cook and Will Counties, Illinois, held a public hearing on March 16, 2026, to consider a proposed Annexation Agreement entitled "ANNEXATION AGREEMENT (MELKA LANDSCAPING – 11606 W. 179th STREET)", a true and correct copy of which is attached hereto and made a part hereof as EXHIBIT 1; and

WHEREAS, public notice in the form, manner and time required by law was given of said public hearing by publication not more than 30 days nor less than 15 days prior to said hearing in the Daily Southtown, a newspaper of general circulation in the Village; and

WHEREAS, all persons desiring an opportunity to be heard were given such opportunity at said public hearing; and

WHEREAS, the Corporate Authorities of the Village of Orland Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Orland Park that said Annexation Agreement be entered into by the Village of Orland Park;

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, as follows:

SECTION 1

The President and Board of Trustees of the Village of Orland Park hereby find that it is in the best interests of the Village of Orland Park and its residents that the aforesaid "ANNEXATION AGREEMENT (MELKA LANDSCAPING – 11606 W. 179th STREET)" be entered into and executed by said Village of Orland Park with said Agreement to be substantially in the form attached hereto and made a part hereof as EXHIBIT 1.

SECTION 2

The President and Clerk of the Village of Orland Park, Cook and Will Counties, Illinois, are hereby authorized to execute for and on behalf of said Village of Orland Park the aforesaid Annexation Agreement; provided, however, that all of the other parties to said Annexation Agreement have properly signed and executed the same.

SECTION 3

This Ordinance shall take effect from and after its passage and approval in the manner provided by law.