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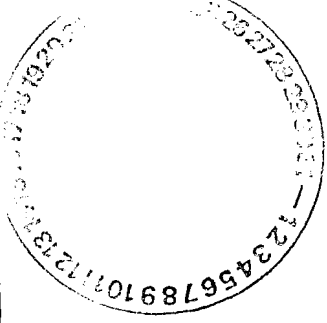
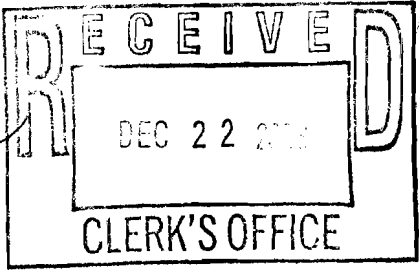
www.ktjlaw.com

December 17, 2008

4376
2008-0089

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
(70062760000189065861)
Ms. Mary Shanahan
Administration
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, IL 60462

Clerk's Office



RE: Annexation Agreement-~~Autumn~~ Rodao Point, Unit 2

Dear Mary:

At your request, our Firm has recorded the following document in the Office of the Recorder of Deeds of Cook County and I have enclosed herewith the recorded original. This document should be retained in the official records of the Village of Orland Park.

Document	Address	Recording Date, Number and Price
Annexation Agreement-Rodao Point, Unit 2 (2384-996)	11625 W. 151 st Street PIN(s): 27-18-101-006	7-22-08 0820434055 \$118.00

If you should have any questions, please do not hesitate to contact me.

Very truly yours,

KLEIN, THORPE AND JENKINS, LTD.

Susan Glatstein

Susan Glatstein
Paralegal

Encl(s).

cc: E. Ken Friker, Village Attorney (w/copy for file)

D. Madon

THIS DOCUMENT PREPARED BY:
E. Kenneth Friker
Klein, Thorpe and Jenkins, Ltd.
15010 S. Ravinia Ave., Suite 10
Orland Park, Illinois 60462-3162



Doc#: 0820434055 Fee: \$118.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 07/22/2008 10:57 AM Pg: 1 of 17

For Recorder's Use Only

ANNEXATION AGREEMENT
(RODAO POINT UNIT 2 -11625 W. 151st STREET)

INTRODUCTION.

1. This Agreement entered into this 8th day of July, 2008, by and among the VILLAGE OF ORLAND PARK, an Illinois Municipal Corporation (hereinafter referred to as the "Village"), CHICAGO TITLE AND TRUST COMPANY, not personally but as Trustee under Trust Agreement dated November 1, 2006, and known as Trust Number 8002347719, JOHN EINODER and JANICE EINODER, his wife, as Trustees of the JOHN AND JANICE EINODER LIVING TRUST (hereinafter collectively referred to as "Owner").

2. The Subject Property of this Agreement is hereinafter referred to as the "Subject Property" is legally described as follows:

THE NORTH 2-1/2 ACRES OF THE WEST 5 ACRES OF THE EAST 10 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Tax Identification Number for the Subject Property is 27-18-101-006.

3. The Subject Property consists of approximately 2.5 acres and is located at 11625 W. 151st Street in unincorporated Orland Township, Cook County, Illinois.

4. The Subject Property will continue to be used by the Owner for one (1) single-family residence under the R-1 Residential 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.

RECORDING FEE \$ 118
DATE 7/22/08 COPIES 6
OK HE

17 pgs

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 in the manner as set forth in this Agreement under the R-1 Residential District provisions of the Code.

2. Owner has petitioned the Village for annexation to the Village of the Subject Property and for amendments to the Code classifying the Subject Property as more fully hereinafter set forth.

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 Subject Property and zoning of the Subject Property to enable use of the property as herein provided.

4. The Village has caused the issuance of proper notice and the conduct of all hearings by all necessary governmental entities to effectuate such annexation, rezoning as herein provided, including all hearings as are necessary to effectuate the plan of development herein set forth.

5. 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 entire 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.

6. The Subject Property is neither within a library district nor a soil conservation district and 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. Accordingly, no notice is or was required to be given to any such agencies or entities.

7. The parties hereto have determined that it is in the best interests of the Village, 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 and development of the Subject Property 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.

8. Owner covenants and agrees that they will execute all necessary directions and issue all necessary instructions and take all other action necessary to perform its obligations hereunder.

9. The Village and Owner wish to enter into a binding agreement with respect to annexation, zoning, plat approval, construction and maintenance of the Public Improvements (hereinafter defined), and other related matters, pursuant to the authority and provisions of the Illinois Municipal Code 65 ILCS Section 11-15.1-1 et seq. and Section 7-1 et seq. and in accordance with all other applicable statutes of the State of Illinois and the terms and conditions contained in this Agreement.

10. Applications, consistent with the terms and conditions of this Agreement, for zoning approvals, were filed with the Village Clerk of the Village, forwarded to the Corporate Authorities.

11. The Corporate Authorities of Village, after due and careful consideration have concluded that the annexation of the Subject Property to the Village on the terms and conditions herein set forth would provide the storm water drainage and detention facilities to improve the storm water conditions affecting the Subject Property and other properties surrounding the Subject Property, improve the control of vehicular traffic on adjacent public streets and roads within the Village, enable the Village to control the development of the area, and otherwise promote the proper growth and general welfare while serving the best interests of the Village.

12. The Development Services Department of the Village reviewed the materials submitted by Owner with its applications and found that the Owner's applications and collateral submissions were complete in all respects as required by the Village ordinances and procedures.

13. The Corporate Authorities have determined that the Subject Property is substantially in accordance with the Village Comprehensive Plan and complies in all material respects to the Code and together with materials supplied to the Village and this Agreement.

14. The Village, on its behalf, and the Owner, on its behalf, have hereby agreed to perform their obligations as provided in this Agreement in reliance on the provisions, representations, warranties, indemnifications and covenants made one to the other as provided in this Agreement.

15. The Corporate Authorities of the Village after due deliberation have, by ordinance, duly passed and approved the entering into this Agreement and have directed the President and Clerk of the Village to execute this Agreement.

SECTION ONE: ANNEXATION.

The Owner has filed an adequate, accurate and complete petition for annexation to the Village of the Subject Property legally described above pursuant to and in compliance with applicable statutes 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 and use of the entire Subject Property as herein provided. A plat of annexation of the Subject Property to be annexed is 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 TWO: ZONING, PLAN APPROVAL AND DESIGN STANDARDS.

A. 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 R-1 Residential District of the Code, as more fully set forth in the ordinance rezoning said property.

Owner agrees to maintain and keep in good repair the public improvements, if any, that are to be constructed until accepted by the Village.

B. At the time of connection to the Village water supply and sanitary sewer systems as provided in SECTION THREE and SECTION FOUR hereof, existing septic systems contained on the Subject Property shall be removed and any wells on the same shall be capped in accordance with the requirements of the Cook County Department of Public Health, with the Affidavit of Compliance filed with the Village Department of Public Works.

C. Owner shall install or cause to be installed for the residence and at its own expense Roundway and Buffalo Box combinations. The Owner agrees to pay for the actual cost and inspection fee for the installation of a water meter of the type required by the Village, and appurtenances. All of the facilities herein described shall be located as determined by the Village.

D. The Owner must provide an additional dedication to Cook County for 151st Street so that there is a full fifty foot (50') right-of-way for 151st Street.

SECTION THREE: WATER SUPPLY.

Owner shall be required to construct and install at its expense not later than issuance of the first building permit for the Rodao Point Unit 2 subdivision all necessary on-site water mains to service the Subject Property. All water mains shall be constructed and installed 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 connection, expansion and user fees relating to water installation and services shall be that charge generally applicable in the Village for similar installations and services at the time that the fee or charge is due.

SECTION FOUR: SANITARY AND STORM SEWERS.

Owner shall be required to construct and install at its expense not later than issuance of the first building permit for the adjacent Rodao Point Unit 2 subdivision all necessary sanitary sewers 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 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. Owner agrees that no surface water is to be discharged into the sanitary sewerage collection system and will make adequate provision that this will not occur. The Owner must provide to the Village a site grade elevation plan to confirm storm water drainage.

SECTION FIVE: EASEMENTS.

The Owner agrees at the time of approval of the Annexation Agreement to grant to the Village, and/or obtain grants to the Village of, all necessary easements 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, but other territories in the general area.

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 easements, both on site and off site, necessary to serve the Subject Property.

SECTION SIX: 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 seven (7) years from the date of execution hereof and any extended time that may be agreed to by amendment.

The terms and conditions of this Agreement relative to the payment of monies to the various Village recapture funds, 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 SEVEN: NOTICES.

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. Daniel J. McLaughlin
Village President
14700 South Ravinia Avenue
Orland Park, Illinois 60462
2. David P. Maher
Village Clerk
14700 South Ravinia Avenue
Orland Park, Illinois 60462
3. E. Kenneth Friker
Village Attorney
Klein, Thorpe & Jenkins, Ltd.
15010 S. Ravinia Avenue, Suite 10
Orland Park, Illinois 60462

For the Owner:

1. Chicago Title and Trust Co.
171 North Clark Street
Chicago, Illinois 60601
Attn: Land Trust Department
2. John and Janice Einoder
11625 W. 151st Street
Orland Park, IL 60467
3. David B. Sosin, Esq.
Sosin, Lawler and Arnold
11800 S. 75th Avenue, Suite 300
Palos Heights, IL 60463

Any Party hereto shall have the right at any time, and from time to time, to notify each of the other Parties hereto, of a change of address and/or designee for the purpose of receiving any notices hereunder.

SECTION EIGHT: REIMBURSEMENT OF VILLAGE FOR LEGAL AND OTHER FEES AND EXPENSES.

A. To Effective Date of Agreement.

The Owner concurrently with annexation and zoning of the property or so much thereof as required, shall reimburse the Village for the following expenses incurred in the preparation and review of this Agreement, and any ordinances, letters of credit, plats, easements or other documents relating to the Subject Property:

- (1) the costs incurred by the Village for engineering services;
- (2) all attorneys' fees incurred by the Village; and
- (3) miscellaneous Village expenses, such as legal publication costs, recording fees and copying expenses.

B. From and After Effective Date of Agreement.

Except as provided in the paragraph immediately following this paragraph, upon demand by Village made by and through its President, Owner from time to time shall promptly reimburse Village, for all enumerated reasonable expenses and costs incurred by Village in the administration of the Agreement, including and limited to engineering fees, attorneys' fees and out of pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder, and the negotiation and preparation of letters of credit and escrow agreements to be entered into as security for the completion of land improvements.

Such costs and expenses incurred by Village in the administration of the Agreement shall be evidenced to the Owner upon its request, by a sworn statement of the Village; and such costs and expenses may be further confirmed by the Owner at their option from additional documents relevant to determining such costs and expenses as designated from time to time by the Owner.

Notwithstanding the immediately preceding paragraph, Owner shall in no event be required to reimburse Village or pay for any expenses or costs of Village as aforesaid more than once, whether such are reimbursed or paid through special assessment proceedings, through fees established by Village ordinances or otherwise.

In the event that any third party or parties institute any legal proceedings against the Owner and/or the Village, which relate to the terms of this Agreement, then, in that event, the Owner, on notice from Village shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:

1. Owner shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village.

2. If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between Village and/or Owner, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Owner shall reimburse the Village from time to time on written demand from the President of Village and notice of the amount due for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other expenses of litigation, incurred by the Village in connection therewith. The obligation of Owner to reimburse Village under the terms of this subparagraph 2 shall terminate if no such legal proceedings are brought within one (1) year from the date of the annexation of the Subject Property and, further, such obligation of reimbursement shall not apply if such legal proceedings are based upon alleged errors, omissions or unlawful conduct of Village and not the Owner.

In the event the Village institutes legal proceedings against Owner for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment all expenses of such legal proceedings incurred by Village, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred by the Village in connection therewith. Owner may, in its sole discretion, appeal any such judgment rendered in favor of the Village against Owner.

SECTION NINE: WARRANTIES AND REPRESENTATIONS.

The Owner represents and warrants to the Village as follows:

1. That the Trustee-Owner identified on page 1 hereof is the legal titleholder and the owner of record of the Subject Property and that JOHN EINODER and JANICE EINODER as Trustees of the JOHN AND JANICE EINODER LIVING TRUST are the beneficiaries of such land trust.

2. That other than the Owner, no other entity or person has any ownership interest in the Subject Property.

3. That Owner has provided the legal description of the Subject Property set forth in this Agreement and the attached Exhibit and that said legal descriptions are accurate and correct.

SECTION TEN: CONTINUITY OF OBLIGATIONS.

Notwithstanding any provision of this Agreement to the contrary, including but not limited to the sale and/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 them 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 ELEVEN: 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 TWELVE: 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 THIRTEEN: SINGULAR AND PLURAL.

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

SECTION FOURTEEN: 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 FIFTEEN: RECORDING.

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

SECTION SIXTEEN: AUTHORIZATION TO EXECUTE.

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 parties.

SECTION SEVENTEEN: 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 EIGHTEEN: COUNTERPARTS.

This Agreement may be executed in three (3) or more counterparts, each of which taken together, shall constitute one and the same instrument.

SECTION NINETEEN: 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 TWENTY: CONFLICT BETWEEN THE TEXT AND EXHIBIT.

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

SECTION TWENTY-ONE: 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 TWENTY-TWO: DEFINITIONS.

1. 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.
2. Party. A signatory to this Agreement.
3. Code. Code is defined as set forth in Paragraph 4 of the Introduction.

SECTION TWENTY-THREE: BINDING EFFECT/TERM.

This Annexation Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of Owner, and upon any successor Corporate Authorities

of the Village and successor municipalities for a period of seven (7) years from the date of execution hereof and shall constitute a covenant running with the land. It is agreed that, to the extent permitted by law, in the event the annexation of the Subject Property or this Agreement or zoning of any part of the Subject Property is challenged in any court proceeding which shall reasonably delay the development of the Subject Property, the period of time during which such litigation is pending shall not be included in calculating the said seven (7) year term. It is expressly understood and agreed that Owner may sell or convey all or any part of the Subject Property for the purposes of development, and upon each sale or conveyance, the purchaser shall be bound by and entitled to the benefits of this Agreement with respect to the part of the Subject Property sold or conveyed. When any such purchaser agrees to assume Owner's obligations hereunder, and where the Village is notified of such purchase and agreement, the Village hereby covenants and agrees that it shall consent to such assumption, and that it shall release Owner from its obligation hereunder with respect to that part of the Subject Property so purchased. Owner, however, may only be released where (i) provision has been made providing that all public improvements of the parcel sold will be installed and guaranteed which are reasonably required by this Agreement, the Code or Village ordinances for the efficient and healthful development of the parcel being separately developed, (ii) the Owner's interest in remaining parcels or some other guarantee of performance is present to assure the Village that any obligations assumed in this Agreement and not yet satisfactorily completed or performed by the Owner arising out of any portion of the Subject Property being annexed herein will be completed; (iii) the specific facts and terms of assignment are made known to the Village and the Village approves such assignment by corporate resolution; and (iv) the Village shall not unreasonably exercise its right of release herein and shall consider only those factors set forth in this Paragraph.

The Village and Owner agree that to the extent permitted by law, the time for performance of any obligation herein contained may be extended by the mutual agreement of the parties without the necessity of amending this Annexation Agreement. The Village and Owner shall be excused from any obligations under this Agreement to the extent to which either is prohibited from fulfilling such obligation, or required to take an action inconsistent with a provision of this Agreement because of a lawful order or other action by a superior governmental authority. The Village and Owner shall give notice to the other if either receives notice or has knowledge of the taking or proposed taking of such action by a superior governmental authority. Upon the request of the other party, either party may agree to contest such order or other action by judicial or other proceedings, provided the other party equitably participated in the reasonable expenses of such interest.

SECTION TWENTY-FOUR: INCORPORATION OF RECITALS.

The Introduction and Recitals are hereby incorporated into this Agreement.

SECTION TWENTY-FIVE: MUTUAL ASSISTANCE.

The Parties hereto shall do all things necessary and appropriate to carry out the terms, obligations, and provisions of this Agreement and the agreements provided for herein to aid and assist each other in carrying out the terms, obligations, and objectives of the Parties, including, without limitation, the holding of public hearings, the granting of variances, the approval of site

plans, plats, building permits, the enactment of further Village resolutions and ordinances, the recordation of said documents and all other acts that may be appropriate and necessary, to achieve the objectives of the Parties except as otherwise prohibited in this Agreement.

The Parties shall promptly and fully cooperate with each other in seeking from any and all appropriate governmental bodies, approvals and permits for, including but not limited to, the construction of sanitary and storm water sewer lines, water lines, private or public ingress and egress drives, bridges, retaining walls, turn lanes, acceleration and deceleration lanes, traffic signals, and all other necessary or required easements and permits, including, without limitation, promptly executing permit applications for the Illinois Environmental Protection Agency, Illinois Department of Transportation, the Army Corps of Engineers, Cook County, MWRD, State of Illinois and any agency or department of the United States of America federal government.

SECTION TWENTY-SIX: MISCELLANEOUS.

Any and all representations, warranties, indemnifications, covenants, undertakings, and agreements contained herein shall survive the annexation of the Subject Property and shall not be merged or extinguished by the annexation of the Subject Property or any part thereof to the Village.

The Parties hereto agree that this Agreement and/or any Exhibit attached hereto may be amended only by mutual consent of the Parties, by adoption of an ordinance or resolution of the Village approving said amendment, as provided by law, and the execution of said amendment by all of the Parties or their successors in interest.

Except as otherwise expressly provided herein, this Agreement and the attached Exhibit A supersedes all prior agreements, negotiations and exhibits and is a full integration of the entire agreement between the Parties.

The Parties acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the Village are entering into this Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacities.

This Agreement shall be enforceable by any of the Parties hereto by any appropriate action at law or in equity.

Time is of the essence in the performance of the obligations of the Parties to this Agreement.

The provisions of this Agreement shall supersede all present and future Village ordinances, codes and regulations and any other alleged agreements and contracts that are in conflict herewith as they may apply to the Subject Property or the Owner.

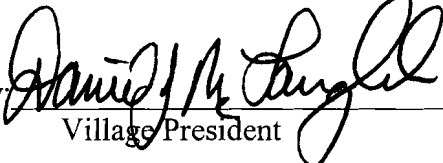
SECTION TWENTY-SEVEN: EXHIBIT.

This Agreement includes the following Exhibit which is incorporated herein by this reference:

SECTION TWENTY-EIGHT: EXECUTION OF AGREEMENT.

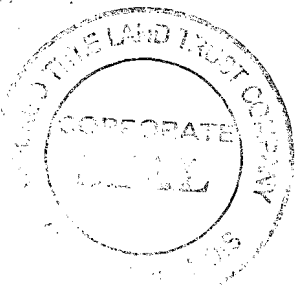
This Agreement shall be signed last by the Village and the President of the Village shall affix the date on which he signs this Agreement on page 1 hereof which date shall be the effective date of this Agreement.

VILLAGE OF ORLAND PARK,
an Illinois Municipal Corporation

By: 
Village President

ATTEST:

By: 
Village Clerk



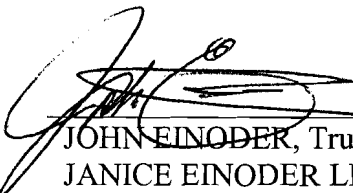
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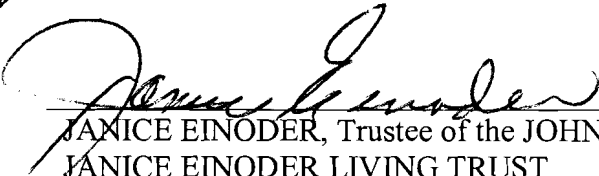
**Attestation not required
pursuant to corporate by-laws.**

OWNER:

CHICAGO TITLE AND TRUST COMPANY,
not personally, but as Trustee aforesaid

By: 
Trust Officer


JOHN EINODER, Trustee of the JOHN AND
JANICE EINODER LIVING TRUST


JANICE EINODER, Trustee of the JOHN AND
JANICE EINODER LIVING TRUST

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 are not personal. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee or 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)

GIVEN under my hand and official seal, this 8 day of July, 2008.

my hand and official seal, this

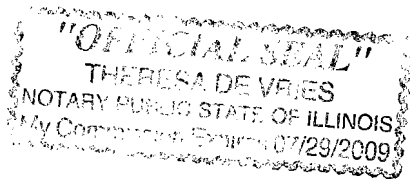
OFFICIAL SEAL
MARY SHANAHAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 01/26/09

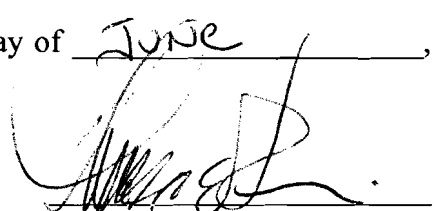
Mary Spencer
Notary Public

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 **EILEEN F. NEARY** and _____ of CHICAGO TITLE AND TRUST COMPANY, not personally but as Trustee under Trust Agreement dated November 1, 2006, and known as Trust Number 8002347719, and not individually, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~ASST. VICE PRESIDENT~~ 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 Trust Company for the uses and purposes therein set forth; and the said ~~ASST. VICE PRESIDENT~~ then and there acknowledged that said ~~ASST. VICE PRESIDENT~~ as custodian of the corporate seal of said Trust Company caused the corporate seal of said Trust Company to be affixed to said instrument as said ~~ASST. VICE PRESIDENT~~'s own free and voluntary act and as the free and voluntary act of said Trust Company for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 25 day of June, 2008.




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 JOHN EINODER and JANICE EINODER, his wife, as Trustees of the JOHN AND JANICE EINODER LIVING TRUST, 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 acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 13 day of June, 2008.

Commission expires _____

Cecilia M. Pelke
Notary Public

