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Cook County Recorder 39.00



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This document prepared by:  
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Chicago, IL 60606

MAIL TO RECORDER'S BOX 324

(NFK)

For Recorder's Use Only

**AMENDMENT TO ANNEXATION AGREEMENT  
(MARYCREST)**

THIS AMENDMENT, made and entered into this 4th day of September, 2001, by and between the VILLAGE OF ORLAND PARK, Cook and Will Counties, Illinois, an Illinois municipal corporation (hereinafter referred to as "Village"), and MARYCREST CONSTRUCTION COMPANY, an Illinois corporation, DONALD B. GARVEY, not personally but as Trustee under Trust Agreement dated March 1, 1994, and ROBERT TROOST (hereinafter collectively referred to as "Owner").

**WITNESSETH:**

WHEREAS, on September 7, 1994, 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 46.6 acres and legally described as follows:

THAT PART OF THE NE 1/4 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD P.M., IN COOK COUNTY, ILLINOIS, BEING PARTIALLY DESCRIBED AS: BEGINNING AT A POINT ON THE EAST LINE OF THE WEST 817.50 FT. OF THE WEST 1/2 OF THE NE 1/4 OF SAID SECTION 30; THENCE EAST ALONG THE NORTH LINE OF THE WEST 1/2 OF THE NE 1/4 OF SAID SECTION 30 TO A POINT ON THE WEST LINE OF THE EAST 415 FT. OF THE WEST 1/2 OF THE NE 1/4 OF SAID SECTION 30; THENCE SOUTH ALONG THE WEST LINE OF THE EAST 415 FT. TO THE SOUTH LINE OF THE NORTH 210 FT. OF THE WEST 1/2 OF THE NE 1/4 OF SAID SECTION 30; THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 210 FT. OF THE WEST 1/2 OF THE NE 1/4 OF SAID SECTION 30;

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THENCE SOUTH ALONG THE WEST LINE OF THE EAST ½ OF THE NE ¼ OF SAID SECTION 30 TO THE SOUTH LINE OF THE NORTH 264 FT. OF THE EAST ½ OF THE NE ¼ OF SAID SECTION 30; THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 264 FT. TO THE WEST LINE OF THE EAST 826.78 FT.; THENCE SOUTH ALONG THE WEST LINE OF THE EAST 826.78 FT. TO THE SOUTH LINE OF THE NORTH 291 FT. OF THE EAST ½ OF THE NE ¼ OF SAID SECTION 30; THENCE EAST ALONG THE SOUTH LINE OF THE NORTH LINE 291 FT. TO THE EAST LINE OF THE WEST 256 FT. OF THE EAST 826.78 FT. OF THE EAST ½ OF THE NE ¼ OF SAID SECTION 30; THENCE NORTH ALONG THE EAST LINE OF THE WEST 256 FT. OF THE EAST 826.78 FT. TO THE NORTH LINE OF THE EAST ½ OF THE NE ¼ TO THE WEST LINE OF THE EAST 570.78 FT. OF SAID NE ¼; THENCE SOUTH ALONG THE WEST LINE OF THE EAST 570.78 FT. TO THE NORTH LINE OF THE SOUTH 1975.26 FT. OF THE EAST ½ OF THE NE ¼ OF SAID SECTION 30; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 1975.26 FT. TO THE EAST LINE OF THE NE ¼ OF SAID SECTION 30; THENCE SOUTH ALONG THE EAST LINE OF THE NE ¼ OF SAID SECTION 30 TO THE SOUTH LINE OF THE NORTH 164.55 FT. OF THE SOUTH 1810.71 FT. OF THE EAST ½ OF THE NE ¼ OF SAID SECTION 30; THENCE WEST ALONG THE SOUTH LINE OF THE NORTH 164.55 FT. OF THE SOUTH 1810.71 FT. OF THE EAST ½ OF THE NE ¼ OF SAID SECTION 30 TO THE WEST LINE OF THE EAST ½ OF THE NE ¼ OF SAID SECTION 30; THENCE SOUTH ALONG THE WEST LINE OF THE EAST ½ OF THE NE ¼ OF SAID SECTION 30 TO THE SOUTHEAST CORNER OF THE WEST ½ OF THE NE ¼ OF SAID SECTION 30; THENCE WEST ALONG THE SOUTH LINE OF THE WEST ½ OF THE NE ¼ OF SAID SECTION 30 TO A POINT ON THE EAST LINE OF THE WEST 817.50 FT. OF THE WEST ½ OF THE NE ¼ OF SAID SECTION 30; THENCE NORTH ALONG THE EAST LINE OF THE WEST 817.50 FT. OF THE WEST ½ OF THE NE ¼ OF SAID SECTION 30 TO THE NORTH LINE OF THE WEST ½ OF THE NE ¼ OF SAID SECTION 30 BEING THE POINT OF BEGINNING.

PIN Numbers: 27-30-200-007-0000  
27-30-201-011-0000  
27-30-201-012-0000  
27-30-201-015-0000

WHEREAS, MARYCREST CONSTRUCTION COMPANY, DONALD B. GARVEY, not personally but as Trustee under Trust Agreement dated March 1, 1994, and ROBERT TROOST 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 one (1) year 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 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.

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## 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 September 7, 1994, 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 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.

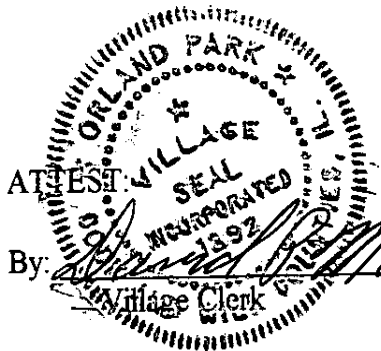
SECTION 11:

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: *David McDougall*  
Village President

ATTEST:   
By: *David Ballman*  
Village Clerk

OWNER:  
MARYCREST CONSTRUCTION  
COMPANY, an Illinois corporation

By: *[Signature]*  
Its *[Signature]*

Attest:  
By: *[Signature]*  
Its *[Signature]*


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DONALD B. GARVEY, as trustee under  
Trust Agreement dated March 1, 1994

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

  
ROBERT TROOST

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

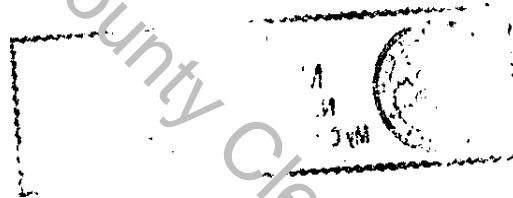
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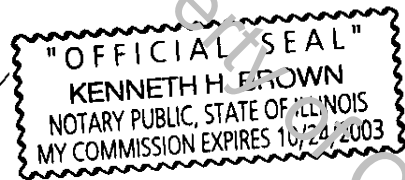
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STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF ~~COOK~~ )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named ROBERT TROOST personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act as such Trustee for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 22 day of August, 2001.



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7/15/2025

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