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Eugene "Gene" Moore Fee: \$40.00
Cook County Recorder of Deeds
Date: 06/20/2003 11:19 AM Pg: 1 of 9

MAIL TO RECORDER'S BOX 328 Dm

For Recorder's Use Only

AMENDMENT TO DEVELOPMENT AGREEMENT
(HIGHLAND BROOK - SOUTHEAST CORNER OF 159TH
STREET AND 88TH AVENUE)

THIS AMENDMENT, made and entered into this 10th day of June, 2003, by and between the VILLAGE OF ORLAND PARK, Cook and Will Counties, Illinois, an Illinois municipal corporation (hereinafter referred to as "Village"), and FIRST NATIONAL BANK OF EVERGREEN PARK, not personally but as Trustee under Trust Agreement dated June 9, 1976 and known as Trust Number 3913 (hereinafter referred to as "Owner") and SCANLON BUILDERS, INC., an Illinois corporation (hereinafter referred to as "Developer").

W I T N E S S E T H:

WHEREAS, on May 16, 1996, a certain Development Agreement (hereinafter referred to as the "Agreement") between the Village, Owner and Developer was executed; and

WHEREAS, said Agreement related to the real estate (hereinafter referred to as the "Subject Property"), consisting of approximately 12.46 acres and legally described as follows:

That Part of the West ½ of the Northwest 1/4 of the Northwest 1/4 (except the West 1 Rod of the North 80 Rods thereof) of Section 23, Township 36 North, Range 12, East of the Third Principal Meridian, Lying South of a line being 876 Feet North of and Parallel to the South line of said West ½ of the Northwest 1/4 of the Northwest 1/4 of Section 23, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 27-23-100-004-0000 and 27-23-100-005-0000.

WHEREAS, FIRST NATIONAL BANK OF EVERGREEN PARK, not personally but as Trustee under Trust Agreement dated June 9, 1976 and known as Trust Number 3913 and

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SCANLON BUILDERS, INC., an Illinois corporation, are the legal titleholders of record of the Subject Property; and

WHEREAS, Village, Owner and Developer desire that said Agreement be amended with respect to the term of the Agreement as set forth in SECTION 10 of the Agreement; 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:

SECTION 10 of said Agreement shall be amended to read as follows:

"SECTION TEN: 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 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.

SECTION 4:

This Amendment shall be binding upon and inure to the benefit of the parties hereto,

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successor owners of record of Subject Property, and their assignees, lessees and upon any successor municipal authorities of said Village and successor municipalities, as provided in the May 16, 1996, Development 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

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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:

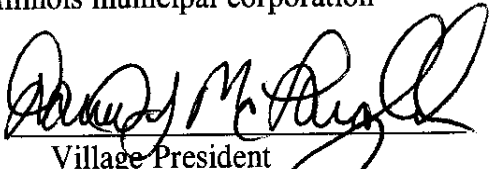
This Amendment shall be signed last by the Village, and the President of the Village shall affix the date on which he signs this Amendment on page 1 hereof, which date shall be the effective date of this Amendment.

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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


OWNER:

FIFTH THIRD BANK, as successor trustee to
FIRST NATIONAL BANK OF
EVERGREEN PARK, not personally but as
TRUSTEE UNDER TRUST AGREEMENT
DATED JUNE 9, 1976 AND KNOWN AS
TRUST NO. 3913,

By: 
Its Vice President & Trust Officer

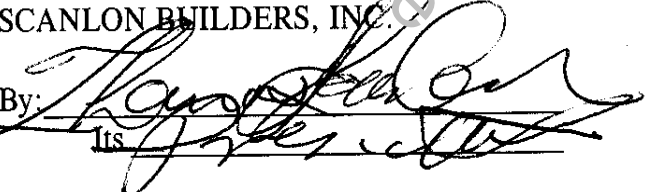
SEE ATTACHED RIDER FOR
EXECUTION BY TRUSTEE

ATTEST:

By: 
Its Assistant Trust Officer

DEVELOPER:

SCANLON BUILDERS, INC.

By: 
Its

ATTEST:

By: _____
Its _____

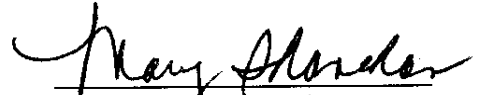
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ACKNOWLEDGMENTS

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 10th day of June, 2003.



 Notary Public

Commission expires:




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

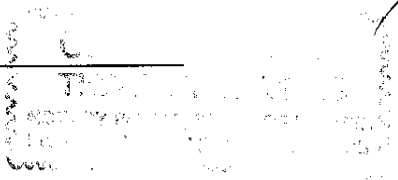
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that the above-named William H. Thomson and
Roberta A. Cartwright personally known to me to be the V.P. & T.O. and
Asst. Trust Officer of FIRST NATIONAL BANK OF EVERGREEN PARK, not personally
but as TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 9, 1976, AND KNOWN AS
TRUST NO. 913, personally known to me to be the same persons whose names are subscribed to
the foregoing instrument as such V.P. & T.O. and Asst. 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~~
~~then and there acknowledged that said~~ William H. Thomson, as custodian of the
corporate seal of said corporation, caused the corporate seal of said corporation to be affixed to said
instrument as said William H. Thomson's own free and voluntary act and as the free and
voluntary act of said corporation for the uses and purposes therein set forth.
**Fifth Third Bank as successor trustee to

GIVEN under my hand and official seal, this 27th day of May, 2003.



Notary Public

Commission expires: _____



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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 Thomas J. Scanlon and Thomas J. Scanlon personally known to me to be the President and Secretary of SCANLON BUILDERS, INC., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary 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 Secretary then and there acknowledged that said Secretary, as custodian of the corporate seal of said corporation caused the corporate seal of said corporation to be affixed to said instrument as said Secretary'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 27th day of May, 2003.

Mary Shanahan
Notary Public

Commission expires



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RIDER ATTACHED TO AMENDMENT TO DEVELOPMENT AGREEMENT

DATED: May 27, 2003

UNDER TRUST NO. 3913

Executed and delivered by FIFTH THIRD BANK as trustee, not in its individual capacity, but solely in the capacity herein described for the purpose of binding the herein-described property, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding that each and all of the undertakings and agreements of the Trustee, or for the purpose of binding the Trustee personally, but executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against said Trustee on account hereof or on account of any undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any being hereby expressly waived and released by all other parties hereto, and those claiming by, through or under them.

FIFTH THIRD BANK, not individually,
but as Trustee under Trust No. 3913

BY:



Vice President & Trust Officer

ATTEST:



(Assistant) Trust Officer