

FIRST AMENDMENT TO ANNEXATION AGREEMENT

This First Amendment to Annexation Agreement (the “First Amendment”) dated August 16, 2004, is made by and between the Village of Poplar Grove, an Illinois municipal corporation (“Village”), and GERSTAD BUILDERS, INC. and HARRIS FARMS, OAK LAWN LTD. (collectively “Owner”).

WHEREAS, the Village and predecessors to the Owner entered into an Annexation Agreement dated August 16, 2004 (the “Annexation Agreement”) for the real estate legally described in Exhibit “A”, attached hereto and made a part hereof (the “Property”).

WHEREAS, the Annexation Agreement allows for the amendment of the Agreement upon mutual consent of the parties, by adoption of an ordinance by the Village approving said Amendment as provided by law.

WHEREAS, under the Illinois Municipal Code, the Annexation Agreement may be amended by the corporate authorities, pursuant to notice published once in a newspaper of general circulation in the annexing municipality at least 15 but not more than 30 days prior to the Village Board hearing on the proposed amendment.

WHEREAS, the parties have published the appropriate notice pursuant to the Illinois Municipal Code and the Village Board heard this matter on August 14, 2024.

NOW, THEREFORE, the parties amend the Annexation Agreement as set forth below:

1. That the original parties named in the Annexation Agreement shall now be Gerstad Builders, Inc. and Harris Farms, Oak Lawn Ltd., as successor Owners.

2. Under Paragraph 3, the parties acknowledge that the Village had previously rezoned the Property to the R-3 Zoning District. Notwithstanding anything to the contrary contained in the R-3 Zoning District of the Village, the parties agree that the Owner and/or Developer shall be able

to continue to build on the Subject Property with the bulk requirements that were previously set forth in the D-1 Residential Zoning District and as set forth on the final plat of subdivision for Dawson Creek.

3. Under Paragraph 6, the parties agree that the water connection fee for purposes of issuing a building permit shall be the sum of \$3,000.00 for each connection rather than \$1,500.00.

4. The parties agree that Paragraph 9 of the Annexation Agreement is hereby deleted.

5. All other terms and provisions set forth in the original Annexation Agreement shall continue in full force and effect except as modified herein.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first written above.

Village:

VILLAGE OF POPLAR GROVE, an
Illinois Municipal Corporation

By: _____
Village President

ATTEST:

Village Clerk

GERSTAD BUILDERS, INC.

By: _____
Its President

HARRIS FARMS, OAK LAWN, LTD.

By: _____
Its _____

EXHIBIT A

The East Half (1/2) of the Northwest Quarter (1/4) and the East Half (1/2) of the Southwest Quarter (1/4) EXCEPTING THEREFROM the South 1064.7 feet of the East 380.0 feet of the East Half (1/2) of the Southwest Quarter (1/4), all in Section Thirty-six (36), Township Forty-five (45) North, Range Three (3) East of the Third (3rd) Principal Meridian, situated in Boone County, Illinois.