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OFFICIAL BUSINESS
VILLAGE OF ORLAND PARK, ILL.
RAYMOND W. PIEPER
VILLAGE ATTORNEY

DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into this 16th day of June, 1986, by and between the VILLAGE OF ORLAND PARK, a Municipal Corporation, (hereinafter referred to as "VILLAGE"), and GEORGE J. BEEMSTERBOER, INC., (hereinafter referred to as "OWNERS").

WHEREAS, OWNERS have held title in a Land Trust for many years to the following described real estate, to-wit: The North half of the Northwest quarter of the Southeast quarter of Section 20 and the West half of the Northeast quarter (lying East of the Wabash Railroad Right of Way) of Section 20 all in Township 36 North, Range 12, East of the third principal meridian, Cook County, Illinois; and

WHEREAS, OWNERS have conveyed a tract being part of the above described real estate containing approximately five (5) acres to the Orland Fire Protection District, to be used for a fire training facility; and

WHEREAS, as part of the development of said Fire Training Facility, the Orland Fire Protection District has agreed to construct that certain public street designated as 163rd Place, together with water mains, storm sewers and other public improvements therein, as shown on the Engineering plans; and

WHEREAS, upon development of that portion of the real estate above described which was not so conveyed to said Orland Fire Protection District, said street and other public improvements located therein should be constructed and extended to the East line of said real estate at the expense of OWNERS or their successors in title; and

WHEREAS, OWNER is in agreement with said extension of said street and additional public improvements therein at said time.

J.J. 1-20-400-006

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NOW, THEREFORE, for and in consideration of the mutual promises and covenants of the parties hereto, it is agreed by and between the parties hereto as follows:

1. The preambles shall constitute and be a part of this agreement.
2. OWNERS agree that, upon development of all or any part of the said remaining tract, that they will construct or cause to be constructed by their successors in interest at their expense, the remaining portion of 163rd Place, including all public improvements therein, to the East boundary of said real estate.
3. The construction of said 163rd Place shall be as set forth in those Engineering Plans described as follows: Joseph A. Schudt & Associates Utility Improvement Plan Revised May 23, 1986, Project #85-67.
4. The covenant herein contained to construct said 163rd Place and public improvements therein shall be a covenant running with the land and binding upon the parties in title, all grantees, successors in title, and successors and assigns as to said real estate.
5. VILLAGE agrees that upon satisfactory completion of said public improvements that it will accept said improvements and maintain same thereafter. No Plat of Subdivision will be required.
6. This Agreement is contingent upon the completion of the sale of the five acre tract to the Orland Fire Protection District.

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 and any individuals have hereunto set their hands and seals.

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VILLAGE OF ORLAND PARK, ILLINOIS
a Municipal Corporation

By: [Signature]
Village President

ATTEST:

[Signature]
Village Clerk

GEORGE J. BEEMSTERBOER INC.

By: [Signature] Pres.
Beneficial Owner

HERITAGE PULLMAN BANK AND TRUST
COMPANY, as Trustee under Trust
Agreement dated August 12, 1946
and known as Trust Number 3427,
as Trustee and not individually.

By: [Signature]
Assistant Vice President

Exoneration provision restricting any
liability of the Trustee is attached by
rider on the reverse side hereof.

COOK COUNTY RECORDER
#6611 # 2-07-550790
DEPT. OF REC. 00:18:06 90/01/11 0001 1980 11/10/86 19:41:00
\$0.00

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CHARGE
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This Agreement is signed by Heritage Pullman Bank and Trust Company not individually but solely as Trustee under a certain Trust Agreement known as Trust No. 3427. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee or any person interested beneficially or otherwise in said property which may result herefrom, shall be payable only out of any trust property which may be held thereunder. Any and all personal liability of the Heritage Pullman Bank and Trust Company, or any person interested beneficially or otherwise in said property is hereby expressly waived by the parties hereto and their respective successors and assigns.