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OFFICIAL BUSINESS
Village of Burr Ridge
226 W. 75th St.
Burr Ridge, IL 60521
Telephone (708) 439-1844

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87552651

TARTAN RIDGE OF BURR RIDGE SUBDIVISION
IMPROVEMENT COMPLETION AGREEMENT

This agreement, made this *10th* day of *September* 1987, by and between George L. Bruckert, Jr., Trustee under the Will of George L. Bruckert not individually but as Trustee under the Will of George L. Bruckert, Deceased, hereinafter referred to as Owner, and James McNaughton Builders, Inc., Developer, hereinafter referred to as Developer, and both collectively referred to as Owners, and the Village of Burr Ridge, a municipal Corporation in Cook and DuPage Counties, Illinois, hereinafter referred to as Village:

W I T N E S S E T H:

WHEREAS, Owners own the property described in Exhibit A attached hereto and made a part hereof.

WHEREAS, Owners have caused said property to be subdivided and have filed, for final approval by Village, a subdivision plat entitled TARTAN RIDGE OF BURR RIDGE, prepared by Bollinger, Lach & Biancalana, and dated 12/1/86 and Revised 1/8/87 and Revised 1/29/87 and Revised 4/7/87.

WHEREAS, Village's ordinances require the installation and completion at Owners' expense of certain public improvements in any such subdivision within two (2) years after completion and acceptance by Village.

NOW, THEREFORE, in consideration of the Village's approval of the plat of subdivision hereinabove described and other good and valuable consideration, Owners hereby agree as follows:

1. That at Owners' expense, Owners shall fully install and complete within two (2) years from the date of approval of the subdivision plat of TARTAN RIDGE OF BURR RIDGE, the public improvements provided for in the plans and specifications entitled TARTAN RIDGE OF BURR RIDGE consisting of 5 pages, prepared by Bollinger, Lach & Biancalana, and dated 10/21/86, Revised 11/12/86 and Revised 12/22/86 and Revised 7/20/87 and Revised 7/27/87. Said plans and specifications are incorporated herein by reference.
2. That at Owners' expense, Owners shall maintain and repair said public improvements for a period of two (2) years after completion of and acceptance by Village of said public improvements.

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3. That in the event Owners breach the foregoing covenants, Village may perform said obligations of Developer and Owners shall reimburse Village for the expenses of said performance. In addition to any other security which may be required by Village to guarantee Developer's performance of the foregoing obligations, Owners hereby grant to Village a lien upon the property described in Exhibit A, attached hereto and made a part hereof, to secure reimbursement to the Village by Owners for the Village's expenses in performing Owners' obligations hereunder.
4. This Agreement shall be recorded and shall be binding upon the Owners, its heirs, executors, successors and assigns, to the extent that such heirs, executors, successors and assigns have any business option, interest or right in the development of the subdivision.
5. At such time as George L. Bruckert, Jr., as Trustee under the Will of George L. Bruckert, not individually, but as Trustee under the Will of George L. Bruckert, deceased, conveys the subdivision property involved herein to James McNaughton Builders, Inc., Developer, or its nominee, the duties and liabilities arising out of this agreement shall devolve solely upon James McNaughton Builders, Inc.
6. That if any portion of this Agreement shall be declared void or unenforceable, such adjudication shall not affect the validity or enforceability of any remaining part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

VILLAGE OF BURR RIDGE

By: 

President

ATTEST:



Clerk

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George L. Bruckert, not individually
but as Trustee under the Will of
George L. Bruckert, Deceased

JAMES McNAUGHTON BUILDERS, INC.

By: [Signature]
President

ATTEST:

[Signature]
Secretary

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Lew McCulloch, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Emil J. Coglianesse, Jr. and Patrice Pecora, respectively the President and Clerk of the Village of Burr Ridge, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such President and Clerk, 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 Village of Burr Ridge, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 10th day of September, 1987.

Lew McCulloch
Notary Public

My commission expires:

January 14, 1990

STATE OF ILLINOIS)
) SS
COUNTY OF Will)

I, Jan Pasch Price, a Notary Public in and for said County, in the State aforesaid, do hereby certify that George L. Bruckert, Jr., as Trustee, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of the Estate of George L. Bruckert for the uses and purposes therein set forth.

GIVEN under my hand and seal this 9th day of September, 1987.

Jan Pasch Price
Notary Public

My commission expires:

2/22/89

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7 5 5 2 6 5 1

STATE OF ILLINOIS)
))
COUNTY OF Will)) SS

I, Jan Pasca Price, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James McNaughton and Karen McNaughton, respectively the President and Secretary of James McNaughton 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 James McNaughton Builders, Inc., for the uses and purposes therein set forth.

GIVEN under my hand and seal this 9th day of September, 1987.

Jan Pasca Price
Notary Public

My commission expires:

2/22/89

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NO CHARGE
WILL CALL

DEPT-09 MISC. \$1.60
T#1111 TRAN 7696 10/13/87 09:18:00
#334 # A * -87-552651
COOK COUNTY RECORDER

16 Copy

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WILL CALL

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2025/01/27

2025/01/27

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11/15/2011 10:50 AM

Property of Cook County Clerk's Office

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