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OFFICIAL BUSINESS
VILLAGE OF BURR RIDGE
220 W 75TH ST
Burr Ridge, Illinois, 60521

THE ACRES OF BURR RIDGE ESTATES SUBDIVISION IMPROVEMENT
COMPLETION AGREEMENT

This Agreement, made this 29th day of February 1989, by and between Harris Bank Hinsdale A/T/U No. L-1402 dated October 27, 1986, and The Sedgley Development Group Partnership, hereinafter referred to collectively as Owner, 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, Owner owns the property described in Exhibit A attached hereto and made a part hereof.

WHEREAS, Owner has caused said property to be subdivided and has filed, for final approval by Village, a subdivision plat entitled The Acres of Burr Ridge Estates prepared by Joseph M. De Craene, Illinois Land Surveyor #2476, and dated 7 October, 1988 and as revised 20 February, 1989.

WHEREAS, Village's ordinances require the installation and completion at Owner's expense of certain public improvements in any such subdivision within two (2) years from the date of Village's approval of the final subdivision plat and the maintenance and repair of said improvements for a period of 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, Owner hereby agrees as follows:

1. That at Owner's expense, Owner shall fully install and complete within two (2) years from the date of approval of the subdivision plat of The Acres of Burr Ridge Estates, the public improvements provided for in the plans and specifications entitled The Acres of Burr Ridge Estates, consisting of five (5) sheets, prepared by Donald G. Eddy on 11-4-89 as revised on 11-20-87, 5-23-88, 5-26-88, 9-6-88, 9-7-88, 9-8-88, 9-15-88, 9-29-88, 10-4-88, 11-10-88, 11-20-88 and 11-30-88. Said plans and specifications are incorporated herein by reference.
2. That at Owner's expense, Owner 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.
3. That in the event Owner breaches the foregoing covenants, Village may perform said obligations of Owner and Owner shall reimburse Village for the expenses of said performance. In addition to any other security which may be required by Village to guarantee Owner's performance of the foregoing obligations, Owner hereby grants 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 Owner for the Village's expenses in performing Owner's obligations hereunder.

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- This agreement shall be recorded and shall be binding upon the Owner and 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.
- 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: William T. Zucek
President

ATTEST:

Patrice Fedora
Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF DuPage)

I, LARRY McCulloch a Notary Public in and for said County, in the State aforesaid, do hereby certify that William T. Zucek and PATRICE FEDORA, respectively, the CLERK and PRESIDENT of the Village of Burr Ridge, 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 acknowledged that they signed the above instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 9th day of June, 1989.

Larry McCulloch
Notary Public

My Commission Expires: 1/14/90

REPT-09
TRAIL
#1584 # 2
COOK COUNTY RECORDER
\$1.00
TRAN 8769 98/17/89 09:36:00
#1584 # 2 #1584-583357

\$ 14.00
6 copies

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HARRIS BANK HINSDALE
not individually but
A/T/U Trust No. L-1402

By: Janet Hale
As Its: Assistant Vice President

Attest: Sandra Vevely
As Its: Assistant Land Trust Officer

COUNTY OF DU PAGE)
) SS
STATE OF ILLINOIS)

This document is made by the HARRIS BANK Hinsdale as Trustee and accepted upon the express understanding that the HARRIS BANK Hinsdale enters into the same not personally, but only as Trustee and that no personal liability is assumed by it and shall be asserted or enforced against the HARRIS BANK Hinsdale because of or on account of the making or executing this document or of anything therein contained, all such liability, if any being expressly waived, nor shall the HARRIS BANK Hinsdale be held personally liable upon or in consequence of any of the covenants of this document, either expressed, or implied.

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Janet Hale and Sandra Vevely, respectively, the AVP and Assistant Land Trust Officer, of Harris Bank Hinsdale, 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 acknowledged that as Trustees as therein mentioned they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 25th day of Feb, 1989.

Sandra Vevely
Notary Public
My Commission Expires: _____

" OFFICIAL SEAL "
SANDRA VEVELY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/11/92

The Sedgley Development Group Partnership

William J. Swindle
William J. Swindle, Partner in The
Sedgley Development Group Partnership

J. Michael Meissner
J. Michael Meissner, Partner in The
Sedgley Development Group Partnership

COUNTY OF DU PAGE)
) SS
STATE OF ILLINOIS)

I, the undersigned, a notary public in and for said County in the State aforesaid, do hereby certify that William J. Swindle and J. Michael Meissner, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 25th day of February, 1989.

" OFFICIAL SEAL "
Janet Hale
Notary Public, State of Illinois
My Commission Expires 4/18/93.

Janet Hale
Notary Public
My Commission Expires: _____

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EXHIBIT A

TO THE ACRES OF BURR RIDGE ESTATES SUBDIVISION IMPROVEMENT COMPLETION AGREEMENT.

PROPERTY DESCRIPTION

TRACT 3 IN BURR RIDGE ESTATES, A SUBDIVISION PART OF THE NORTH WEST 1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF PLAINFIELD ROAD IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MAY 2, 1950 AS DOCUMENT NO. 14790705, IN BOOK 382 OF PLATS, PAGE 22.

ALSO, THAT PART OF THE VACATED 67TH STREET LYING SOUTH OF AND ADJOINING TRACT 3 IN BURR RIDGE ESTATES BEING A SUBDIVISION OF PART OF THE NORTH WEST 1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS LYING SOUTH OF THE CENTER LINE OF PLAINFIELD ROAD ACCORDING TO THE PLAT THEREOF RECORDED MAY 2, 1950 AS DOCUMENT 14790705 IN COOK COUNTY, ILLINOIS.

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