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Original Agreement recorded as #88160960  
91531645  
CARRINGTON BUSINESS  
1000 N. PULASKI  
CHICAGO, ILL. 60610, AND  
CARRINGTON BUSINESS

91531645

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9/25/91

AMENDMENT TO ANNEXATION AGREEMENT (ARROWHEAD FARM)

THIS AMENDMENT made and entered into this 4<sup>th</sup> day of October, 1991, by and between the VILLAGE OF BURR RIDGE, a municipal corporation (hereinafter referred to as "Village"); STATE BANK OF COUNTRYSIDE as Trustee under Trust Number 87366 dated November 16, 1987 (hereinafter referred to as "Owner"); and DAVID M. PROBERG, with a business address of 6262 South Route 83, Willowbrook, Illinois, being the sole beneficiary of said Trust Number 87366 (hereinafter collectively referred to as "Developer" and/or as "Owner");

DEPT-09 MISC \$3.00  
121111 TRAM 5263 10/10/91 14:56:00  
8987 : A 8-91-531645  
COOK COUNTY RECORDER

WITNESSETH:

WHEREAS, Developer is in the process of developing certain property pursuant to a certain Annexation Agreement entered into between the Village, Arrowhead Farm Venture, Donald F. Hedg and Developer, which Annexation Agreement was entitled "Annexation Agreement (Arrowhead Farm)" and was dated March 8, 1988 (hereinafter referred to as the "Agreement") and which provided for the development of the property; and

WHEREAS, the parties hereto desire to amend and clarify their respective obligations under the Agreement pursuant to the terms and conditions set forth herein; and

WHEREAS, the parties hereto in said Agreement previously have provided for the construction of an asphalt hard surface pathway along the entire eastern boundary of the Subject Realty, and both

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parties wish to eliminate such hard surface asphalt pathway due to concerns that such pathway, being located in the rear yards of the individual lots, could cause a public safety problem in that policing of such area is difficult for the Police Department and such pathway could increase the possibility of criminal activities in the area; and

WHEREAS, in lieu of said hard surface pathway to the rear of the yards, the parties hereto wish to provide for the construction and installation of a sidewalk elsewhere within the Subject Realty, which sidewalk will be located in the front yards of certain individual lots and which will eliminate the public safety concerns regarding the pathway to be located in the rear of the lots;

WHEREAS, a public hearing has been held on this Amendment pursuant to due notice as required by law.

NOW, THEREFORE, in consideration of the above premises, the terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1: That paragraph 8 of the Agreement be and is hereby amended by deleting the requirement that Developer construct a six (6') feet wide asphalt hard surface pathway along the entire northern and eastern boundaries of the Subject Realty, which Subject Realty is legally described as follows:

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Arrowhead Farm, being a Subdivision of all of the Northeast 1/4 of the Southwest Quarter of Section 31, Township 38 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois, according to the Plat thereof recorded on July 11, 1990 as Document No. 90-332419.

In lieu thereof, a five (5') feet wide concrete sidewalk will be constructed by the Village along the entire northern boundary of the Subject Realty (partially on the north side of 83rd Street and partially on the south side of 83rd Street but extending the full width of the Subject Realty) and also on the west side of Arrowhead Farm Drive from its intersection with 83rd Street to its intersection with Omaha Drive, and then continuing on the west side of Omaha Drive from its intersection with Arrowhead Farm Drive to the eastern end of Omaha Drive on the Subject Realty, all in accordance with engineering plans prepared by Frank Novotny and Associates, Inc., the Village Engineers and entitled "Arrowhead Farm Sidewalk" (Project 91-105) dated July, 1991 and consisting of six (6) sheets.

In addition to the deposit that Developer was required to make under paragraph 8 of the Agreement in the amount of **SEVENTY FIVE THOUSAND TWO HUNDRED FIFTY THREE AND NO/100 DOLLARS (\$75,253.00)** for the general pathway/bikeway system of the Village, the Developer shall, within 21 days of the execution of this Amendment, pay to the Village the sum of \$26,115.50 for its share of all costs in connection with the design and construction of said five (5')

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wide concrete sidewalk and Village shall pay for the remainder of such design and construction.

In addition, said paragraph 8 of the Agreement is amended and clarified to eliminate the restriction on the number of driveways allowed to exit on to Arrowhead Drive (the restriction was based on a site plan which was revised and which totally reconfigured said Arrowhead Drive and renamed Arrowhead Drive as Arrowhead Farm Drive)--each lot fronting on said Arrowhead Farm Drive shall be entitled to a driveway exiting on to Arrowhead Farm Drive.

Other than the above clarification and the elimination of the six (6') feet wide asphalt hard surface pathway along the entire eastern and northern boundaries of the Subject Realty and the construction of the five (5') feet wide sidewalk by the Village along the northern boundary and within the Subject Realty with the Developer paying its share of the cost of such construction (such share not to exceed \$26,115.50 as set forth above), the remaining provisions of said paragraph 8 shall remain in full force and effect.

Section 2: Except as amended in Section 1 hereof, all other remaining provisions of the Agreement shall remain in full force and effect.

Section 3: This Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors, assignees, lessees, and successor owners of record of the Subject Realty, and upon any successor municipal authorities of said village and

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successor municipalities for a period equal to the term of the original Agreement (twenty years from March 8, 1988).

Section 4: Notice or other writings which any party is required to, or may wish to, serve upon any other party in connection with this Amendment or the Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

- (1) If to the Village or Corporate Authorities:

Village President  
Village of Burr Ridge  
7660 South County Line Road  
Burr Ridge, Illinois 60521

With a copy to:

- (a) Village Administrator  
Village of Burr Ridge  
7660 South County Line Road  
Burr Ridge, Illinois 60521
- (b) Terrence M. Barnicle  
Klein, Thorpe and Jenkins, Ltd.  
180 North La Salle Street  
Chicago, Illinois 60601

- (2) If to the Owner and/or Developer:

Spinning Wheel Associates  
Attention: David M. Froberg  
6262 South Route 83  
Willowbrook, Illinois 60521

With a copy to:

Cary S. Glenner  
Katten, Muchin and Zavis  
525 West Monroe Street  
Chicago, Illinois 60606-3693

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Section 5: Notwithstanding any provision of this Amendment to the contrary, the Owner, Developer and the Village shall at all times during the term of the Agreement and this Amendment remain liable to each other for the faithful performance of all obligations imposed upon either party by this Amendment or the Agreement until such obligations have been fully performed.

Section 6: 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 7: Where Village approval or direction is required by this Amendment, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with this Amendment.

Section 8: A copy of this Amendment and any amendment thereto, or a memorandum of this Amendment, shall be recorded in the office of the Cook County Recorder of Deeds (or Registrar of Titles, if applicable) by the Village at the expense of the Village.

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Section 9: The officers of the Owner and the Developer executing this Amendment warrant that they have been lawfully authorized to execute this Amendment on behalf of said Owner and Developer. 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, Developer and Village shall, upon request, deliver to each other at the respective times such entities cause their authorized agents to affix their signatures hereto copies of all bylaws, resolutions, letters of direction, ordinances or 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: When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village unless the context clearly indicates otherwise.

Section 12: This Amendment shall be signed last by the Village and the President (Mayor) 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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VILLAGE OF BURR RIDGE, a  
municipal corporation

By: [Signature]  
Village President

ATTEST:

By: [Signature]  
Village Clerk

STATE BANK OF COUNTRYSIDE, as  
Trustee under Trust Number  
87366 dated November 16, 1987

By: [Signature]  
It's SUSAN L. JUTZI, Trust Officer

ATTEST:

By: [Signature]  
It's MURRAY J. BROCKEN, Asst. Trust Off

DAVID M. PROBERG

[Signature]  
Office

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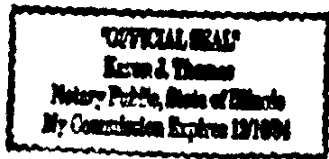
**ACKNOWLEDGMENTS**

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DU PAGE )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that William T. Zucek, personally known to me to be the President of the Village of Burr Ridge, and Patrice Pecora, 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 and that they 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, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 4<sup>th</sup> day of October, 1991.

Commission expires 12/16, 1994. Karen J. Thomas  
Notary Public

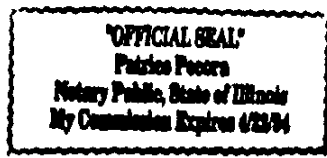


STATE OF ILLINOIS)  
 ) SS  
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named David M. Froberg, personally known to me to be the same person whose name is subscribed to the foregoing instrument as Owner and that he appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 4<sup>th</sup> day of October, 1991.

Commission expires \_\_\_\_\_, 19\_\_\_\_. Patrice Pecora  
Notary Public



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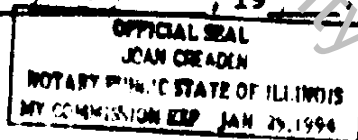
STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF DU PAGE )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that SUSAN L. JUTZI Trust Officer and SUSAN L. JUTZI Trust Officer, are personally known to me to be the President and MAUREEN J. BROCKEN Asst. Secretary of State Bank of Countryside, an Illinois state banking association and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and that they appeared before me this day in person and severally acknowledged that as such SUSAN L. JUTZI Trust Officer President and MAUREEN J. BROCKEN Asst. Secretary Secretary they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act and deed of said state banking association, for the uses and purposes therein set forth, and the said \_\_\_\_\_, then and there acknowledged that said \_\_\_\_\_ as custodian of the corporate seal of said state banking association caused said seal to be affixed to said instrument as said \_\_\_\_\_ own free and voluntary act and as the free and voluntary act of said state banking association, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 27 day of SEP, 1991.

Commission expires \_\_\_\_\_, 19\_\_\_\_\_

Notary Public



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