

# UNOFFICIAL COPY

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## CANCELLATION OF AGREEMENT TO DEFER DEDICATION OF LAND OR PAYMENT OF FEE IN LIEU THEREOF

THIS CANCELLATION is made and entered into this 8th day of April, 1991, by and among GEORGE REDIEHS, deceased, and FERDINAND F. REDIEHS, deceased (jointly, the "Rediehs"), by George A. Rediehs, the Executor of their respective estates, and ROY CARR and SUSAN CARR, husband and wife (jointly, the "Carrs"), (the Rediehs, . . . by and through means of their Executor, George A. Rediehs, and the Carrs being referred to collectively as the "Owners"), and the BOARD OF EDUCATION FOR PLEASANTDALE SCHOOL DISTRICT 107 (the "Board") and the VILLAGE OF BURR RIDGE, ILLINOIS (the "Village").

### RECITALS

WHEREAS, the Owners are or were the owners of record of the following described real property (the "Real Property") located within the corporate limits of Pleasantdale School District 107, Cook County, Illinois (the "School District"):

The East 25 acres of the Southeast quarter of the Northwest quarter of Section 31, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois; Permanent Index Numbers: 18-31-103-001-0000, 18-31-103-011-0000, 18-31-103-012-0000, 18-31-103-013-0000, 18-31-103-014-0000, 18-31-103-015-0000;

WHEREAS, the Owners desired to subdivide the Real Property into six (6) lots, on one (1) of which was to be located the dwelling of the Rediehs, on one (1) of which was to be located the dwelling of the Carrs and the other (4) lots were at various times to be developed by the Owners or members of their respective families as personal dwellings;

WHEREAS, the legal description of said proposed subdivision is as follows:

Steepleaside Estates Subdivision, being a Subdivision of East half of the East twenty-five (25) Acres of the

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Southeast Quarter of the Northwest Quarter of Section  
31, Township 38 North, Range 12, East of the Third  
Principal Meridian, in Cook County, Illinois; Permanent Index Numbers:  
18-31-103-004-0000, 18-31-103-011-0000, 18-31-103-012-0000, 18-31-103-013-0000,  
18-31-103-014-0000, 18-31-103-015-0000;

WHEREAS, Ordinance 542 of the Village of Burr Ridge, entitled  
"An Ordinance of the Village of Burr Ridge so as to Provide for  
Dedications of School Lands or for Payment of Fees in Lieu Thereof"  
(the "Ordinance") provides in part that whenever the owner of  
unsubdivided property located within the Village desires to  
subdivide the property, he shall, as a condition of the approval  
by the Village of the plat of subdivision, either convey a portion  
of the property to the school district within which the property  
is located or contribute cash in lieu of a donation of land to said  
school district, said land or cash to be used for school purposes  
for the benefit of the occupants of the property;

WHEREAS, under the standards of the Ordinance, the Real  
Property was considered too small in size to require the conveyance  
of a portion thereof to the Board and as a result, the Village was  
empowered under the Ordinance to require the Owners, as owners of  
the Real Property, to pay to the Board cash in lieu of land as a  
condition to approval of the subdivision;

WHEREAS, the parties entered into that certain Agreement to  
Defer Dedication of Land or Payment of Fee in Lieu Thereof with  
respect to the Real Property, dated June 30, 1988, and recorded on  
October 3, 1988, with the Cook County, Illinois Recorder's Office  
as Instrument No. 88453721 (the "Agreement"); and

WHEREAS, Owners have heretofore remitted all payments of fees  
required to have been paid by Owners under the terms of the

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Agreement and have otherwise complied with all of the terms and conditions of the Agreement;

NOW, THEREFORE, in consideration of the payment of all required fees heretofore paid by Owners pursuant to the terms of the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. Each and all of the foregoing recitals are true, correct and complete and are incorporated herein by reference.

2. The Board and the Village hereby covenant and agree that the Agreement is hereby cancelled and rendered null and void and of no force and effect.

3. The parties hereby agree that this instrument contains the entire agreement of cancellation among the parties hereto and there is and can be no other oral or written agreement or understanding whereby the provisions of this instrument have been or can be affected, varied, waived or modified in any manner, unless the same be set forth in writing and signed by each, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

4. The construction, interpretation and performance of this instrument shall be governed and construed in accordance with the laws of the State of Illinois.

5. The terms, covenants and conditions contained herein are binding upon and shall inure to the benefit of the parties hereto and their respective affiliated entities, legal representatives,

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executors, administrators, heirs, legatees, devisees, successors and assigns.

6. If any provision (or portion thereof) of this instrument or the application thereof to any person or circumstance shall be held to be invalid, illegal or unenforceable in any respect, the remaining provisions (and remaining portions of the affected provision), as well as the application of such provision (or portion thereof) to other persons or circumstances, shall not be affected thereby.

7. If any provision of this instrument is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid. Since this instrument is the product of negotiation among the parties, each of whom has been represented by counsel, it shall be construed as a whole, in accordance with its fair meaning and without application of any "rule" or "presumption" requiring construction against the party with primary drafting responsibility therefor.

8. In this instrument, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular member includes the plural.

9. It is understood and agreed by and among the parties hereto that: (i) each is represented by legal counsel and that the content and effect of this instrument has been explained to them by such legal counsel, (ii) no promise, inducement, or agreement not herein expressed has been made to them, and (iii) this

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instrument contains the entire understanding among the parties hereto.

10. The parties hereby covenant and agree that this Agreement shall be recorded with the Cook County, Illinois Recorder's Office, at the sole cost and expense of Owners.

REDIEHS:

ATTESTED BY:

Barb Joyce

GEORGE REDIEHS

By: George A. Rediehs  
George A. Rediehs, Executor  
of the Estate of George Rediehs

ATTESTED BY:

Barb Joyce

FERN F. REDIEHS

By: George A. Rediehs  
George A. Rediehs, Executor  
of the Estate of Fern F.  
Rediehs

CARRS:

ATTESTED BY:

Barb Joyce

Roy Carr  
Roy Carr

ATTESTED BY:

Barb Joyce

Susan Carr  
Susan Carr

ATTESTED BY:

Marylin Molenia

BOARD OF EDUCATION FOR PLEASANTDALE  
SCHOOL DISTRICT 107

By: Samuel Molenia  
Title: SECRETARY OF SCHOOLS

ATTESTED BY:

John Pecora  
Village Clerk

VILLAGE OF BURR RIDGE

By: William T. French  
Title: Village President

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF ~~COOK~~ )

DUPAGE

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named BOARD OF EDUCATION FOR PLEASANTDALE SCHOOL DISTRICT 107, Cook County, Illinois, by Arnold A. Witt, its Superintendent, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, personally, and his free act and deed on behalf of said school district.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Burr Ridge, Illinois, this 25th day of March, 1991.

*Mary Ann Molina*  
\_\_\_\_\_  
NOTARY PUBLIC



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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DU PAGE )

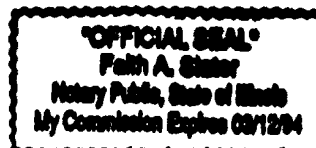
I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that William T. Zucek, personally known to me to be the President of the Village of Burr Ridge, and Patrice Pecora, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before 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 afixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, 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 official seal this 10th day of April, 1991.

PREPARED BY AND  
UPON RECORDATION MAIL TO:

*Faith A. Slater*  
\_\_\_\_\_  
Notary Public 91206681

Martin S. Hall, Esq.  
Vedder, Price, Kaufman & Kammholz  
222 N. LaSalle Street  
Chicago, IL 60601



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