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18-30-200-027
18-30-200-028
18-30-200-029

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DONALD BROOKS SUBDIVISION IMPROVEMENT
COMPLETION AGREEMENT

This Agreement, made this 15th day of June, 1993, by and between Bank One, LaGrange, formerly known as First Illinois Bank and Trust, Trustee under Trust Agreement Dated June 29, 1990, and known as Trust #9919 and Donald G. Brooks, sole beneficiary thereof, collectively referred to as "Owner", and the Village of Burr Ridge, a municipal corporation in Cook and DuPage Counties, Illinois, hereinafter referred to as "Village".

DEPT. OF RECORDS
182 07/15/93 10:01:00
\$29.00
#5313 * -93-546828

WITNESSETH: COOK COUNTY RECORDER

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 Donald Brooks Subdivision, prepared by Harrington, Inc., and dated December 2, 1991 and as revised April 28, 1992.

WHEREAS, Village's ordinances require the installation and completion at Owner's expense of certain public and/or private improvements (hereinafter referred to as land 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 Donald Brooks Subdivision, the land improvements provided for in the plans and specifications entitled "Donald Brooks Subdivision", consisting of 7 pages, prepared by Lindley & Sons, Inc. dated October 8, 1991 and as revised February 14, 1992; June 1, 1992; June 12, 1992; September 10, 1992; and January 20, 1993 (except for the road, sidewalk and tree planting requirements under the Village Ordinance which have been waived by the Village subject to the deposit of funds with the Village for future improvements). Said plans and specifications are incorporated herein by reference.
2. That at Owner's expense, Owner shall maintain and repair said land improvements for a period of two (2) years after completion of and acceptance by Village of said land improvements.

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BOX 324

29.00
AMM

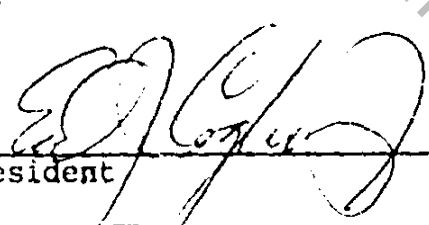
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3. That in the event Owner breaches the foregoing covenants, Village may perform said obligations of Owner and Owner shall reimburse Village for the expenses of said performance. In addition to any other security which may be required by Village to 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.
4. 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.
5. Owner asserts that Village has no power to require, and that its Ordinance does not purport to require, the so-called road, sidewalk, and tree planting requirements mentioned in Paragraph 1 hereof or a deposit of funds in lieu thereof. Such requirements are not hereby admitted but are objected to and all rights are reserved by owner, notwithstanding owner making such deposits.
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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BANK ONE, LA GRANGE, formerly known as First Illinois Bank and Trust, not individually but as Trustee under Trust Agreement dated June 29, 1990 and known as Trust #9919

The undersigned, FAITH A. STATOR, Notary Public in and for the State of Illinois, do hereby certify that the foregoing instrument was duly executed and delivered by the Trustee under Trust Agreement dated June 29, 1990 and known as Trust #9919, and that the instrument is a true and correct copy of the original instrument as the same appears on the records of the Office of the Notary Public in and for the State of Illinois, and that the instrument is a true and correct copy of the original instrument as the same appears on the records of the Office of the Notary Public in and for the State of Illinois, and that the instrument is a true and correct copy of the original instrument as the same appears on the records of the Office of the Notary Public in and for the State of Illinois, and that the instrument is a true and correct copy of the original instrument as the same appears on the records of the Office of the Notary Public in and for the State of Illinois.

By: [Signature]
As Its: Land Trust Officer

Attest: [Signature]
As Its Pro Secretary

Owner: [Signature]
Donald G. Brooks

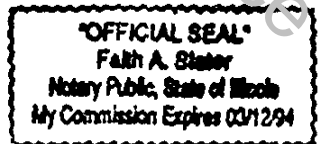
STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

The undersigned, a notary public in and for said County in the state aforesaid, do hereby certify that Ernest Caglianese Jr. and [Signature], respectively, the Village President and Village Clerk, of The Village of Burr Ridge, Illinois, personally known to be to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledge that as officers 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 15th Day of June, 1992.

[Signature]
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

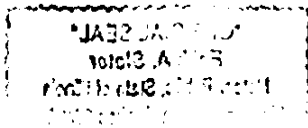


The undersigned, a notary public in and for said County in the State aforesaid, do hereby certify that Donald G. Brooks personally known to me to be the same person whose name is

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Property of Cook County Clerk's Office

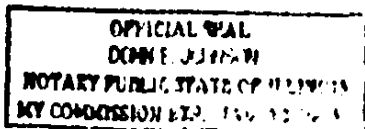


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subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this February 25, 1993.

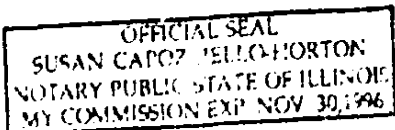


Donna Johnson
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a notary public in and for said County in the state aforesaid, do hereby certify that Ruth Reid and Liliana Grima, respectively, the Land Trust Officer and Pro Secretary, of Bank One, La Grange, formerly known as First Illinois Bank and Trust, 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 acknowledge that as Trustee 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 February 19, 1993.



Susan Capozzello-Horton
Notary Public

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EXHIBIT A

The South 300 feet of the North 1100 feet of West 440 feet (except the West 40 feet thereof) in Northwest quarter of Northeast quarter of Section 30, Township 38 North, Range 12, East of the Third Principal Meridian, Cook County, Illinois.

PIA: 18-30-200-027; 18-30-200-028; 18-30-200-029

Address of Property: 7225 Commonwealth, La Grange, Illinois 60525

Property of Cook County Clerk's Office

9/21/2018