

RESOLUTION 2015-07 Approved: September 1, 2015

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF CERTAIN PUBLIC IMPROVEMENTS MADE IN JUNE/JULY 2015 IN PHASE III OF HERITAGE HILLS ESTATES SUBDIVISION FROM MOHAMMED E. AKRABAWI AND SHIRLEY AKRABAWI

WHEREAS, Mohammed E. Akrabawi/Shirley Akrabawi (hereinafter “Developer”) has made a request on August 27, 2015, for acceptance of certain improvements made in June/July 2015 of Phase III of Heritage Hills Estate subdivision in the Village of Maple Park; and

WHEREAS, the Village Board for the Village of Maple Park has received the recommendation of its Village Engineer with regard to such request; and

WHEREAS, the Village Board has reviewed the request in light of the requirements of Section 12-5-6 of the Maple Park Municipal Code; and

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE OF MAPLE PARK, OF KANE COUNTY AND DEKALB COUNTY, ILLINOIS, as follows:

Section 1. That the following public improvements located within Phase III of Heritage Hills Estates are hereby accepted by the Village of Maple Park:

- 1) All **curbs**.
- 2) All **roads**.

Section 2. That the Developer has provided lien waivers for the work done in the subdivision and will include a one-year warranty on the public improvements made in June/July 2015.

Section 3. That this Resolution shall be in full force and effect from and after its adoption and approval.

PASSED by the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois at its regular Board meeting held on **September 1, 2015**.

Ayes: Goucher, Massa, Dalton, Higgins, Borg, Dries

Nays: None

Absent: None

APPROVED by the Village President on September 2, 2015.



Kathleen Curtis
Kathleen Curtis, Village President

ATTEST
Elizabeth Peerboom
Elizabeth Peerboom, Village Clerk

FINAL WAIVER OF LIEN



STATE OF ILLINOIS
COUNTY OF DEKALB

Gty #

Escrow #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by MOHAMMED AKRABAWI to furnish ASPHALT for the premises known as HERITAGE HILLS ESTATES OF MAPLE PARK of which HHE PHASE III, LLC is the owner.

THE undersigned, for and in consideration of TWO HUNDRED THIRTY THREE THOUSAND FOUR HUNDRED TWELVE AND 57/100 (\$233,412.57) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE 8/28/15 COMPANY NAME CURRAN CONTRACTING COMPANY
ADDRESS 286 MEMORIAL COURT - CRYSTAL LAKE, IL 60014

SIGNATURE AND TITLE

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF DEKALB

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) MICHAEL LEOPARDO BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) VICE PRESIDENT OF (COMPANY NAME) CURRAN CONTRACTING COMPANY WHO IS THE CONTRACTOR FURNISHING ASPHALT WORK ON THE BUILDING LOCATED AT HERITAGE HILLS ESTATES OF MAPLE PARK OWNED BY HHE PHASE III, LLC

That the total amount of the contract including extras* is \$233,412.57 on which he or she has received payment of \$0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

| NAMES AND ADDRESSES | WHAT FOR | CONTRACT PRICE INCLDG EXTRAS* | AMOUNT PAID | THIS PAYMENT | BALANCE DUE |
|---|----------|-------------------------------|-------------|--------------|-------------|
| CURRAN CONTRACTING COMPANY | ASPHALT | 233,412.57 | 0.00 | 233,412.57 | 0.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE. | | 233,412.57 | 0.00 | 233,412.57 | 0.00 |

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 8/28/15

SIGNATURE:

SUBSCRIBED AND SWORN TO BEFORE ME THIS 28th DAY OF August, 2015

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

NOTARY PUBLIC

