

ONSITE UTILITY MAINTENANCE AGREEMENT

ARLINGTON HEIGHTS, ILLINOIS

THIS AGREEMENT made as of November 7 1994 by and between Valli Produce, and the Village of Arlington Heights (the "Village").

WITNESSETH:

DEPT-07 CC ND FEE \$31.50
T40012 TRAN 8762 12/13/94 09:02:00
19647 SK *-04-039963
COOK COUNTY RECORDER

WHEREAS, Owner owns fee title to the real estate situated in the Village of Arlington Heights, Cook County, Illinois described on Exhibit A (include legal description, and property index number. We will not accept document without P.I.N.) attached hereto (the "Property");

WHEREAS, the Property is to be developed and in connection therewith it is necessary to service the Property with sanitary sewer, storm sewer and domestic water and to maintain storm water detention lakes and basins to service the Property; and

WHEREAS, the sanitary sewer, storm sewer, water mains and storm water detention lakes and basins are not located within public rights-of-way or dedicated easements and the Village does not maintain sanitary sewers, storm sewers, water mains and storm water detention lakes and basins on privately owned property.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, it is agreed as follows:

- 1) Owner agrees to maintain, at no cost or expense to the Village all of the following:
 - a) All sanitary sewerage facilities to be located on the Property as shown on the plans entitled Valli Produce Addition Al.0 Site Plan, prepared by United Insulated Structures Corp., dated October 28, 1994, as approved by the Village, or any amended plans as agreed to and approved by both parties.
 - b) All storm sewers, detention basins, swales and appurtenances to be located on the Property as shown on the plans entitled Valli Produce Addition Al.0 Site Plan, prepared by United Insulated Structures Corp., dated October 28, 1994 as approved by the Village, or any amended plans as agreed to and approved by both parties;
 - c) All water mains and appurtenances located on the Property; as shown on the plans entitled Valli Produce Addition Al.0 Site Plan, prepared by United Insulated Structures Corp., dated October 28, 1994 as approved by the Village, or any amended plans as agreed to and approved by both parties.

04039963

Return to:
Box 111

LEGAL DEPARTMENT
VILLAGE OF ARLINGTON HEIGHTS
33 South Arlington Heights Rd.
Arlington Heights, IL 60005

31/94

UNOFFICIAL COPY

Property of Cook County Clerk's Office

CLERK OF COURT
VILLAGE OF ARLINGTON
33 South Arlington
Arlington Heights, IL

UNOFFICIAL COPY

- d) Maintain the utilities as itemized above in accordance with the Rules and Regulations of the Village of Arlington Heights.
- 2) In the event Owner does not properly maintain the above described water services on the Property in accordance with the requirements of the Village, reasonable written notice thereof shall be given to Owner advising Owner that the system is not in conformance with the Village and other applicable agency requirements and the deficiencies thereto. In the event the Owner does not diligently and continuously take steps to bring said services into compliance with the applicable requirements, the Village is authorized to enter upon the property to correct deficiencies and to place a lien against the Property until such time that the Village has been fully reimbursed for its expenses in correcting the deficiencies. In an emergency situation, the Village is authorized to enter upon the property in order to remedy the emergency situation.
- 3) In the event Owner does not properly maintain the above described storm water collection system and storm water detention lakes and basins to preserve the designed capacity of the basin or should Owner allow a public nuisance to exist, the Village is authorized to enter upon the property to correct deficiencies and to place a lien against the Property until such time that the Village has been fully reimbursed for its expenses in correcting the deficiencies.
- 4)
 - a) Owner agrees to save the Village harmless from any and all claims for damages resulting from the Village interrupting service to the Property due to failure of owner to properly maintain the systems described above and any other claims or damages arising out of this Agreement and the ownership and maintenance of the facilities described herein; and
 - b) The Village agrees to save the Owner harmless from any and all claims for damages and any other claims or injuries arising out of the negligent or intentional acts of its employees and/or agents while performing services on the Property.
- 5) All covenants and agreements of Owner hereunder shall be deemed and taken to be covenants running with the land and shall be binding upon Owner and its successors and assigns. Upon transfer of the Property, the obligations of the Owner or transferor hereunder shall become the obligations for the transferee and the Owner and transferor shall be relieved from and all obligation and liability hereunder.

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IN WITNESS WHEREOF, this Agreement was executed as of the day and year first above described.

Accepted by the Village
of Arlington Heights:

Owner(s):

W. DIXON
Village Manager

Alfreda P. Pate
Signature

Attest:

John Smith
Signature

SUBSCRIBED & SWORN TO before me
this 2ND day of
NOV, 1994.

Edward C. [Signature]
Village Clerk

[Signature]
Notary Public

"OFFICIAL SEAL"
SANDRA M. WRZAK
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 04/04/98

04072951

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And Note Or Mortgage And Obligation Or Note

FIRST COLONIAL TRUST COMPANY
104 No. Oak Park Avenue
Oak Park, Illinois 60301

Date 10-27-94

You are hereby authorized and directed to execute and deliver Onsite Utility Maintenance

Agreement with Village of Arlington Heights in your capacity as Trustee under your Trust

Number 1150-C, as follows:

Date of Instrument October 27, 1994

Name of Trustee or Mortgagor (not applicable)

Principal Amount (not applicable)

Terms of Payment (not applicable)

Rate of Interest (not applicable)

Street Address 400 E. Golf Road, Arlington Heights, Illinois

LEGAL DESCRIPTION:

ALL OF LOT 2 AND THE WEST 1/2 OF LOT 3 IN ARLINGTON CENTRE, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AS DOCUMENT NUMBER 25531638 AND REGISTERED AS DOCUMENT NUMBER LR 3261295 IN THE VILLAGE OF ARLINGTON HEIGHTS, IN COOK COUNTY, ILLINOIS.

FTN 08-10-302-033
08-10-302-046

Delivered to Luisi Teruta

Address 450 E. Golf Road

Arlington Heights, IL

Phone No. (708) 439-9700

Received the above described instrument

14

AP Alfredo Giaccone

LT Luisi Teruta

FC [Signature]

Consent of collateral assignee:

Colonial Bank

By:

[Signature]

Jonathan P. Hecht, Senior Vice President

04059963

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Property of Cook County Clerk's Office



Illinois Department of Transportation

EXECUTED IN TRIPLICATE

UNOFFICIAL COPY

Individual Highway Permit Bond

Address _____ District _____

City / State _____ Bond 68396292

Effective Date: November 1, 1994

KNOW ALL MEN BY THESE PRESENTS, that I (We) Mauro Sewer Construction, Inc.

(Name of Applicant)

2281 Douglas, Des Plaines, Illinois 60018

(Mailing Address)

as Principal, and WESTERN SURETY COMPANY

(Surety Company)

a corporation organized and existing under the laws of the State of South Dakota

and licensed to do business in the State of Illinois, are held firmly bound unto the people of the State of Illinois in the penal

sum of Five Thousand and no/100 Dollars

(\$ 5,000.00) lawful money of the United States well and truly to be paid unto said people of the state of Illinois, for payment of which we bind ourselves, our successors and assigns, jointly, severally and firmly by these presents.

WHEREAS, Highway Permit No. _____ issued by the Department of Transportation

of the State of Illinois grants to Mauro Sewer Construction, Inc. permission and authority to construct, locate, operate and maintain the work described in said Permit upon or adjacent to

_____ Route _____ County as more fully described in said Permit and Sketch, which by this reference are made a part hereof as if written herein at length, in and by which Permit and Sketch the said Principal has promised and agreed to perform said described operation and related activities in accordance with the terms and conditions of and described in said Permit and Sketch.

NOW, THEREFORE, if the said Principal shall well and truly perform said operations in accordance with the terms and conditions of and description in said Permit and Sketch to the satisfaction of said Department, and shall perform no other work or construction at said location without first applying for and receiving another permit from said Department, then no claim or demand will be made against the above obligation. Otherwise, this bond or so much thereof as may be necessary shall insure to the said Department as cost and expense to change and correct during a period of five years from the date of approval of this bond by the Department, said construction to conform to the terms and conditions of and description in said Permit and Sketch.

IN WITNESS WHEREOF, WE HAVE DULY EXECUTED THE FOREGOING

This 28th Day of October 19 94 Principal MAURO SEWER CONSTRUCTION, INC.

Surety WESTERN SURETY COMPANY Address 2281 Douglas

Address 101 S. Phillips City / State Des Plaines, Illinois 60018

City / State Sioux Falls, South Dakota 57192 Telephone 708-803-2033

By J. Friman, Ass't. Sec. By Rosquillo Mauro

(Seal)

(Seal)

Agent for Surety Max M. Kanarish & Company Department of Transportation

Address 1845 Oak Street, Suite 12 By _____

District Engineer

City / State Northfield, Illinois 60093-3022

By G.E. Kanarish

04035933

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Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming and the United States of America does hereby make, constitute and appoint:

J. Friman of Sioux Falls

State of South Dakota, its regularly elected Assistant Secretary as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail and surety and fidelity bonds. Indemnity in all cases where indemnity may be lawfully given, and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the By-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its

President with the corporate seal affixed this 28th day of October, 1994.

ATTEST

WESTERN SURETY COMPANY

L. Nelson

Assistant Secretary

By

Joe Kirby

Joe P. Kirby, President

STATE OF SOUTH DAKOTA

} ss.

COUNTY OF MINNEHAHA

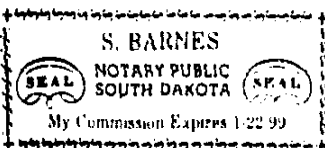
On this 28th day of October, 1994 before me, a Notary Public, personally appeared

Joe P. Kirby

and

L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



S. Barnes

Notary Public

04029983