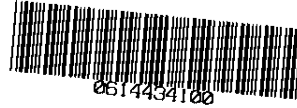


UNOFFICIAL COPY

Prepared by and after recording)
 return to:)
)
 Parker H. Johnson)
 Ancel, Glink, Diamond, Bush,)
 DiCianni & Krafthefer, P.C.)
 140 South Dearborn Street, 6th Floor)
 Chicago, Illinois 60603)
)
)
)
)
)
)
)
)
)



Doc#: 0614434100 Fee: \$56.50
 Eugene "Gene" Moore
 Cook County Recorder of Deeds
 Date: 05/24/2006 02:58 PM Pg: 1 of 17

**VILLAGE OF SOUTH CHICAGO HEIGHTS
 COOK COUNTY, ILLINOIS**

RECAPTURE AGREEMENT

VILLAGE OF SOUTH CHICAGO HEIGHTS AND NICK GONCHER

TO BE RECORDED AGAINST THE FOLLOWING PROPERTIES:

P.I.N. 32-33-417-021-0000

THE NORTH 33.40FT OF LOT 14 EXCEPT THE SOUTH 60FT OF THE EAST 332.47FT IN A.T. McINTOSH AND COMPANYS 1ST ADDITION TO STATE STREET FARMS, A SUBDIVISION OF SECTION 33 TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 32-33-417-002-0000

LOT 13 IN A.T. McINTOSH AND COMPANYS 1ST ADDITION TO STATE STREET FARMS, A SUBDIVISION OF SECTION 33 TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 32-33-417-017-0000

LOT 3 IN RESUBDIVISION OF LOT 12 IN A.T. McINTOSH AND COMPANYS 1ST ADDITION TO STATE STREET FARMS, A SUBDIVISION OF SECTION 33 TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 32-33-418-051-0000

THE SOUTH 102FT OF LOT 20 IN A.T. McINTOSH AND COMPANYS 1ST ADDITION TO STATE STREET FARMS, A SUBDIVISION OF SECTION 33 TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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P.I.N. 32-33-418-057-0000

THE SOUTH 102FT OF THE NORTH 306FT OF LOT 20 IN A.T. McINTOSH AND COMPANYS 1ST ADDITION TO STATE STREET FARMS, A SUBDIVISION OF SECTION 33 TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 32-33-418-056-0000

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P.I.N. 32-33-418-047-0000

LOT 21 EXCEPT THE NORTH 400FT THEREOF IN A.T. McINTOSH AND COMPANYS 1ST ADDITION TO STATE STREET FARMS, A SUBDIVISION OF SECTION 33 TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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THE SOUTH 100FT OF THE NORTH 400FT OF LOT 21 IN A.T. McINTOSH AND COMPANYS 1ST ADDITION TO STATE STREET FARMS, A SUBDIVISION OF SECTION 33 TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 32-33-418-048-0000

THE SOUTH 100 FT OF THE NORTH 300FT OF LOT 21 IN A.T. McINTOSH AND COMPANYS 1ST ADDITION TO STATE STREET FARMS, A SUBDIVISION OF SECTION 33 TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 32-33-418-039-0000

THE WEST 200FT OF THE NORTH 200FT OF LOT 21 IN A.T. McINTOSH AND COMPANYS 1ST ADDITION TO STATE STREET FARMS, A SUBDIVISION OF SECTION 33 TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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*Prepared by, and
after recording, return to:*

Parker H. Johnson
Ancel, Glink, Diamond, Bush,
DiCianni, & Rolek, P.C.
140 South Dearborn Street, 6th floor
Chicago, IL 60603

RECAPTURE AGREEMENT

THIS RECAPTURE AGREEMENT ("Agreement") is made and entered into as of the 17th day of April, 2006, by and between the Village of South Chicago Heights ("Village"), an Illinois municipal corporation, and Nick Goncher ("Goncher"), a resident of the Village.

RECITALS:

A. Goncher has constructed, at his sole expense, a water and sewer line project ("Goncher Project") within certain rights of way located within the corporate limits of the Villages of South Chicago Heights and Steger to serve residential property on Wentworth Avenue.

B. The Village is or will be the holder of fee title to the Goncher Project upon its dedication to the Village, at which time the Village will own or control all of the property constituting the Project, which is depicted on the preliminary plan for the Project, attached hereto and incorporated herein by reference as Exhibit A. A copy of the engineering plan for the Project is on file in the offices of the South Chicago Heights Village Hall.

C. In consideration of Goncher's dedication of the Goncher Project to the Village, the Village grants to Goncher a right to recapture an allocable share of the costs of constructing certain portions of the Project ("Recapture Items") which will ultimately provide benefit to other properties ("Benefitted Property" or "Benefitted Properties") and the owners of the Benefitted Properties ("Benefitted Owners").

D. The Village and Goncher wish to enter into this Agreement to provide for the fair and allocable recapture by Goncher of the proportionate costs of the Recapture Items from the Benefitted Owners, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, under authority of Section 9-5-1 of the Illinois Municipal Code (65 ILCS 5/9-5-1) and in consideration of the foregoing recitals and the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereby agree as follows:

1. **RECAPTURE ITEMS.** The Recapture Items, being elements of the water system public improvements to be constructed for the Project which will serve Benefitted Properties in South Chicago

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Heights and Steger, are listed in Exhibit B attached hereto ("Recapture Costs"). The Recapture Costs Exhibit identifies each Recapture Item and the actual cost to acquire and construct each Recapture Item, including the design and engineering costs, and any other costs required to obtain acceptance thereof by the Village ("Estimated Cost"), and the total actual cost of the Project, which is \$99,659.94. Goncher shall cause each of the Recapture Items to be constructed in compliance with applicable Village Codes and State regulations and to be accepted and conveyed to the Village in accordance with applicable ordinances of the Village of South Chicago Heights. Prior to the Village's acceptance of the Project including the Recapture Items, Goncher shall deliver copies of paid invoices verifying the actual costs paid by him for constructing such Recapture Items ("Actual Costs"). The Actual Cost for each Recapture Item, as approved by the Village, is shown in the appropriate location provided in Exhibit C and shall be utilized in administering this Agreement and collecting the Recapture Expenses, as hereinafter defined, for each of the Benefitted Properties from the applicable Benefitted Owner.

2. **BENEFITTED PROPERTIES.** Benefitted Properties are depicted on Exhibit A and legally described in Exhibit C attached hereto. In the event that additional Benefitted Properties are identified after the execution and recording of this Agreement, an amended Exhibit C shall be recorded to reflect such additional properties.
3. **RECAPTURE EXPENSE.** The Recapture Item(s) which the Corporate Authorities of South Chicago Heights have determined will benefit a Benefitted Property and the pro rata share of the Actual Cost of each such Recapture Item to be allocated to such Benefitted Property are set forth in Exhibit B and Exhibit D attached hereto. The Recapture Expense allocated to and to be paid by each Benefitted Property shall bear interest at the rate of prime plus two percent (2%) but not to exceed 9% per annum, compounded annually, commencing on the date of acceptance by the Village of each applicable Recapture Item and continuing thereafter until the first to occur of (i) the payment in full of such Recapture Expense, plus accrued interest, for such Benefitted Property, or (ii) the seventh (7th) anniversary date of the commencement of such interest, and shall continue as an obligation running with and against the Benefitted Property, except that no additional interest shall accrue on said obligation after said seven-year period.
4. **COLLECTION OF RECAPTURE EXPENSE.** The Village shall assess against and collect from the Benefitted Owner of a Benefitted Property, or any portion thereof, its successors and assigns, the Recapture Expense, plus accrued interest, calculated under Paragraph 3 of this Agreement for such Benefitted Property. At such time as a Benefitted Owner, or its agent or representative, applies to the Village for issuance of a building permit or otherwise applies for a permit for connection to all or any of the Recapture Items, the Village shall collect from such Benefitted Owner, or its agent or representative, the Recapture Expense, plus accrued interest, owed hereunder by such Benefitted Property. No Benefitted Property shall be issued a connection permit by the Village until such Benefitted Property has fully paid the Recapture Expense, plus accrued interest, owed by such Benefitted Property under this Agreement.
5. **PAYMENT OF RECAPTURE EXPENSE.** Each Recapture Expense, plus accrued interest, collected by the Village pursuant to this Agreement shall be paid to Goncher, within thirty (30) days following collection thereof by the Village. The formula for the payment by each Benefitted Property of Recapture Expense is set forth in Exhibit D. Prior to the payment of the Recapture Expense to Goncher, the Village may deduct and retain One Hundred Fifty Dollars (\$150.00) therefrom for each contributing Benefitted Property as the Village's sole and exclusive fee for entering into and administering this

UNOFFICIAL COPY

Agreement ("Administration Fee"). The Administration fee may be collected only once for each Benefitted Property.

6. VILLAGE'S OBLIGATION; INDEMNIFICATION OF VILLAGE.

A. It is understood and agreed that the Village's obligation to reimburse Goncher shall be limited to funds collected from the Benefitted Owners as provided herein, and payments made hereunder shall be made solely out of said funds. This Agreement shall not be construed as creating any obligation upon the Village to make payments from its general corporate funds or revenue.

B. The Village and its officers, employees and agents shall make reasonable efforts to make the aforesaid collections of the Recapture Expense, plus accrued interest, from each Benefitted Property but shall not be obligated to bring any suit to enforce the collections nor shall the Village or any of its officials or employees be liable in any manner for the failure to make such collections.

C. Goncher agrees to hold the Village, its officers, employees and agents, harmless from the unintentional failure to collect said fees. In any event, however, Goncher may sue any Benefitted Owner owing any Recapture Expense, plus accrued interest hereunder for collection thereof, and in the event Goncher initiates a collection lawsuit, the Village agrees to cooperate in Goncher's collection attempts hereunder by allowing access to the Village's books and records pertaining to the development of the Benefitted Properties and the collection of any Recapture Expense therefor. In the event the Village or any of its officers, employees or agents is made a party defendant in any litigation rising out of or resulting from this Agreement, Goncher shall defend such litigation, and shall further release and hold the Village harmless from any judgment entered against Goncher and/or the Village.

7. VILLAGE'S COLLECTION OF OTHER FEES AND CHARGES. Nothing contained in this Agreement shall limit or in any way affect the right of the Village to collect other fees and charges pursuant to its ordinances, resolutions, and policies. The Recapture Expense provided for herein for each Benefitted Property is in addition to such other municipal fees and charges as are imposed by the Village.

8. TERM. This Agreement shall remain in full force and effect for a period of twenty (20) years from the date of execution of this Agreement, unless sooner terminated by the mutual agreement of the parties hereto or by the completion of all duties to be performed hereunder. In the event no subdivision approval, building permit, connection permit or occupancy permit is issued by the Village for the Benefitted Properties within twenty years following the date of execution of this Agreement, this Agreement and each and every duty and undertaking set forth herein pertaining to the Benefitted Properties, shall become null and void and of no further force and effect as to such Benefitted Properties.

9. LIEN. The recordation of this Agreement against the Benefitted Properties shall create and constitute a lien against each Benefitted Property, and subdivided lot contained therein, in the amount of the Recapture Expense, plus interest, applicable hereunder to such Benefitted Properties, at such time as the Benefitted Property shall obtain a permit for connection to the Recapture Items, regardless of whether such properties are located in South Chicago Heights or Steger.

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10. MISCELLANEOUS PROVISIONS.

- A. Bond: Goncher agrees to deposit a surety bond in the amount of \$10,000 effective for a period of one year from the date of acceptance of Recapture Items constructed by Goncher to indemnify the Village for any expenses to repair or correct defects, failures, or errors in the construction of the Recapture Items.
- B. Amendment: This Agreement may be amended upon the mutual consent of the parties hereto from time to time by written instrument and conformity with all applicable statutory and ordinance requirements and without the consent of any other person or corporation owning all or any portion of the Benefitted Properties.
- C. Binding Effect: Except as otherwise herein provided, this Agreement shall inure to the benefit of and be binding upon any successor municipal corporations of South Chicago Heights and upon the successors in interest, heirs, and assigns of Selent and Goncher.
- D. Enforcement: Each party to this Agreement and their respective successors may, either in law or in equity, by suit, action, mandamus, or other proceeding, enforce and compel performance of this Agreement.
- E. Recordation: A true and correct copy of this Agreement shall be recorded with the Cook County Recorder's office. This Agreement shall constitute a covenant running with the land and shall be binding upon the Benefitted Properties in accordance with the terms and provisions set forth herein.
- F. Notices: Any notice required or desired to be given under this Agreement, unless expressly provided to the contrary herein, shall be in writing and shall be deemed to have been given on the date of personal delivery, on the date of confirmed facsimile transmission, provided a hard copy of such notice is deposited in the regular mail addressed to the recipient within twenty-four hours following the facsimile transmission, or on the date when deposited in the U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to the Village: Village of South Chicago Heights
3317 Chicago Road
PO Box 770
South Chicago Heights, IL 60411
Attn: Village Administrator Paul Peterson

With a copy to: Robert K. Bush, Esq.
Ancel, Glink, Diamond, Bush, DiCianni & Rolek, P.C.
140 South Dearborn Street, Suite 600
Chicago, Illinois 60603

If to Goncher: Mr. Nick Goncher

UNOFFICIAL COPY

23225 Wentworth Avenue
South Chicago Heights, Illinois 60411

With a copy to: Mr. Joseph R. Pigatto, Esq.
20200 Ashland Avenue
Chicago Heights, Illinois 60411

G. Severability: The invalidity or unenforceability of any of the provisions hereof, or any charge imposed as to any portion of the Benefitted Properties, shall not affect the validity or enforceability of the remainder of this Agreement or the charges imposed hereunder.

H. Complete Agreement: This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other prior agreement regarding the subject matter of this Agreement shall be deemed to exist to bind the parties. This Agreement shall be governed by the laws of the State of Illinois.


I. Recitals and Exhibits: The recitals set forth at the beginning of this Agreement and the exhibits attached hereto are hereby incorporated into this Agreement and made a part of the substance hereof.

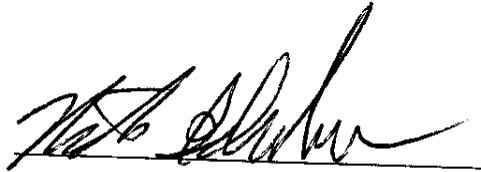
UNOFFICIAL COPY


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date first above written.

VILLAGE OF SOUTH CHICAGO HEIGHTS:

NICK GONCHER

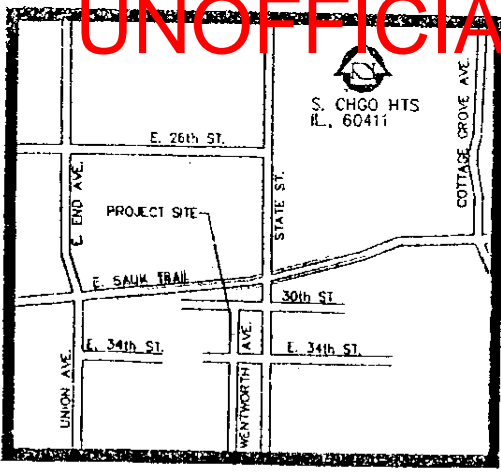

David L. Owen, Village President



Attest: 
Deputy Village Clerk

Property of Cook County Clerk's Office

UNOFFICIAL COPY



LEGAL DESCRIPTION:

LOT 20 (EXCEPT THE NORTH 306.0 FEET THEREOF) AND (EXCEPT AND COMPANY'S FIRST ADDITION TO STATE STREET FARMS, A RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING DOCUMENT NO. 12860961, IN COOK COUNTY, ILLINOIS. P.I.N. 32-33-418-058

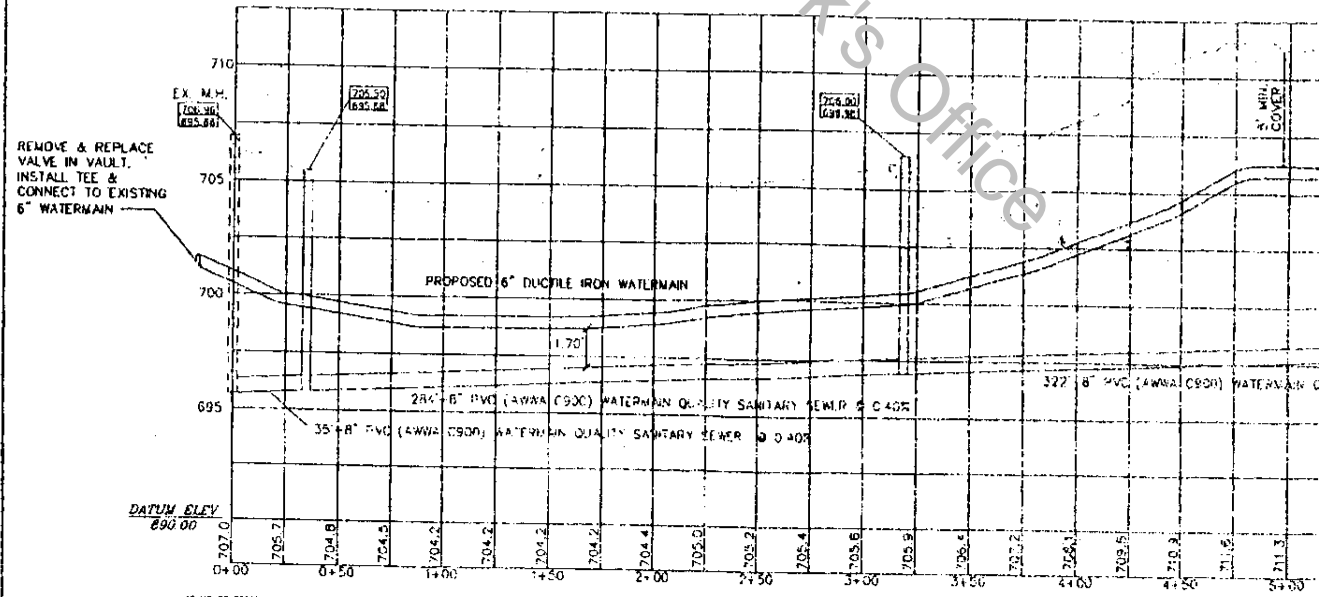
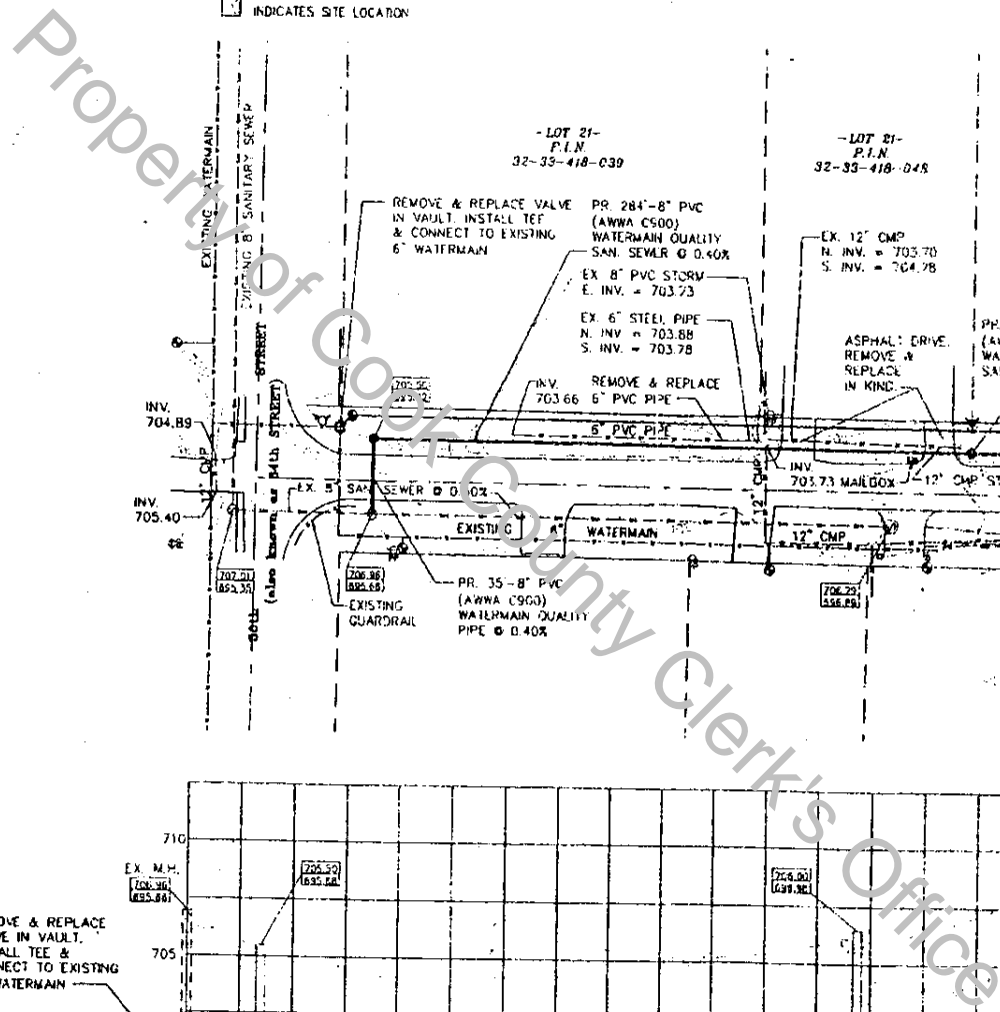
NOTES:

1. EROSION CONTROL TO BE APPLIED PER ILLINOIS PROCEDURES FOR URBAN SOIL EROSION AND SEDIMENTATION CONTROL MANUAL LATEST EDITION.
2. REMOVE ALL EXISTING STORM SEWER WITHIN PROPOSED SANITARY SEWER AND WATERMAIN TRENCHES. REPLACE STORM SEWER WITH (AWWA C900) WATERMAIN QUALITY PIPE. MATCH EXISTING PIPE DIAMETER.

VICINITY MAP

(NOT TO SCALE)

INDICATES SITE LOCATION



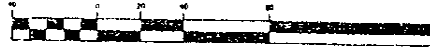
48 HOURS BEFORE YOU DO
CALL J.U.L.I.E.
WITH THE FOLLOWING INFORMATION
COUNTY NAME COOK
TOWNSHIP NAME or Number 35 NORTH
SECTION NUMBER 3
1-800-892-0123
Joint Utility Location Information for Excavators

PROPOSED SANITARY SEWER & WATERMAIN

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GRAPHIC SCALE

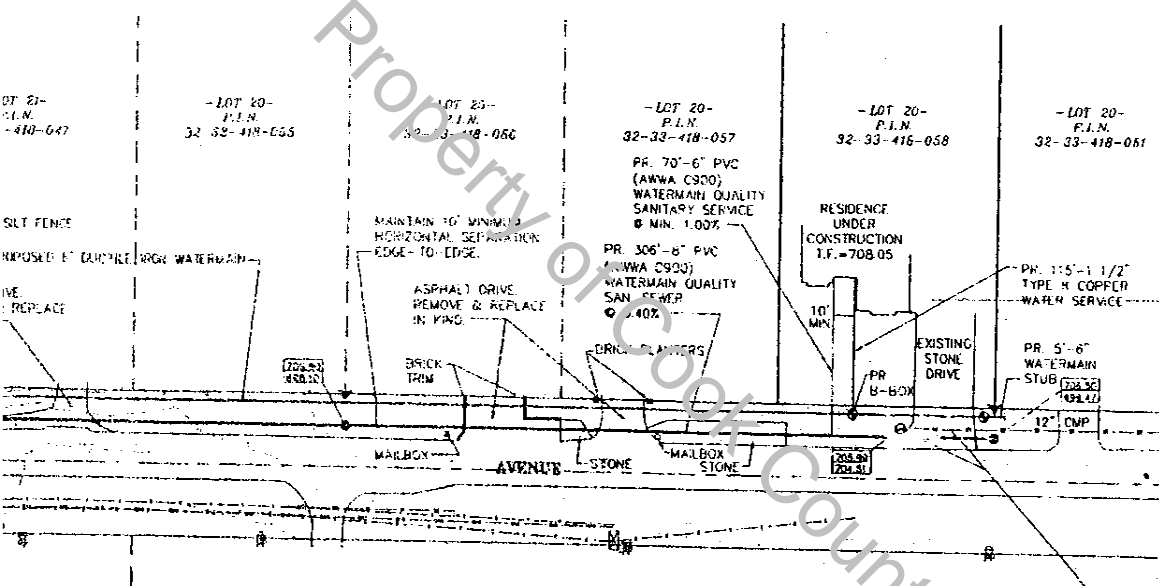


(IN FEET)
1 inch = 40 ft.

INDEX

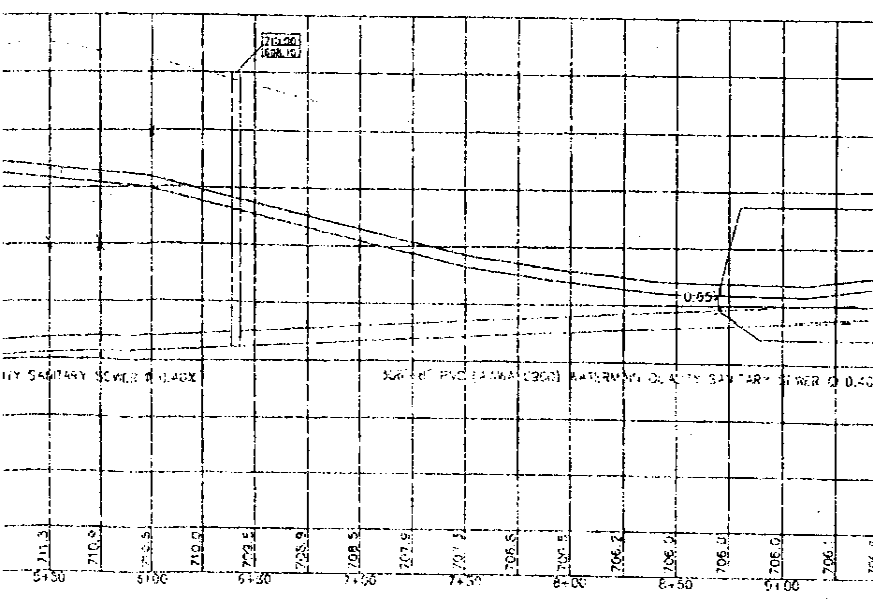
1. SITE LAYOUT
2. CONSTRUCTION DETAILS

THE SOUTH 102.0 FEET THEREOF) IN ARTHUR T. MEINUS
 DIVISION OF PART OF SECTION 3, TOWNSHIP 35 NORTH,
 AND THE PLAT THEREOF RECORDED MARCH 23, 1942, AS



RECEIVED
 OCT 1 2003
 DEPT OF SOUTH CHICAGO

APPROVED



LEGEND	
(Symbol)	EXISTING SANITARY MANHOLE
(Symbol)	PROPOSED SANITARY MANHOLE
(Symbol)	EXISTING WATER MAIN
(Symbol)	PROPOSED WATER MAIN
(Symbol)	EXISTING VALVE IN MANHOLE
(Symbol)	PROPOSED VALVE IN MANHOLE
(Symbol)	EXISTING VALVE
(Symbol)	PROPOSED VALVE
(Symbol)	EXISTING HYDRANT
(Symbol)	PROPOSED HYDRANT
(Symbol)	EXISTING WATERMAIN
(Symbol)	PROPOSED WATERMAIN
(Symbol)	EXISTING STORM MANHOLE
(Symbol)	EXISTING STORM SEWER
(Symbol)	EXISTING POWER POLE
(Symbol)	EXISTING TRANSFORMER
(Symbol)	EXISTING ELECTRIC CABLE
(Symbol)	EXISTING TELEPHONE CABLE
(Symbol)	EXISTING GAS MAIN
(Symbol)	EXISTING CABLE T.V.
(Symbol)	EXISTING CONTOUR LINE
(Symbol)	PROPOSED CONTOUR LINE
(Symbol)	PROPOSED S.S. FENCE

ORDERED BY: NICK GONCHER
 ADDRESS: 1144 WEST END CHICAGO HEIGHTS, IL., 60411
 Phone: 708/754-7463
 Fax: 708/754-8555

BENCHMARK:
 NORTHEAST BOLT ON HYDRANT AT
 SOUTHEAST CORNER OF 30th STREET AND
 WENTWORTH AVENUE.
 ELEVATION = 706.37 U.S.G.S.

Joseph A. Schudt & Associates
 19350 S. HARLEM AVENUE FRANKFORD, IL 60423
 PHONE: 708-720-1000
 FAX: 708-720-1065
 e-mail: jass@jasseng.com
 www: www.jasseng.com

184-031172

CIVIL ENGINEERING LAND SURVEYING ENVIRONMENTAL LAND PLANNING GPS SERVICES

REVISIONS:

CONTRACT © 2003
 JOSEPH A. SCHUDT & ASSOCIATES
 ALL RIGHTS RESERVED
 ANY USE NOT PERMITTED BY THIS DOCUMENT IS AT THE USER'S SOLE RISK. THE USER AGREES TO HOLD JOSEPH A. SCHUDT & ASSOCIATES HARMLESS FROM ANY AND ALL DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM SUCH USE.

GONCHER RESIDENCE
 SOUTH CHICAGO HEIGHTS, IL.
 UTILITY PLAN

Date: 10-7-03
 Scale: 1" = 40'
 Disk No: 03901000
 Drawn: KWM
 Checked: MCA
 Sheet
 1 of 2
 Job No:
 03-90

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EXHIBIT B

RECAPTURE COSTS, GONCHER PROJECT

<u>ITEM</u>	<u>ACTUAL COST</u>
Engineering	\$3,223.47
Water & Sewer Recapture	\$6,151.53
Line Extension Permits and Fees	\$16,256.03
Construction Costs	\$74,028.91
Total	\$99,659.94

Property of Cook County Clerk's Office

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EXHIBIT C

LEGAL DESCRIPTION OF BENEFITTED PROPERTIES

P.I.N. 32-33-417-021-0000

THE NORTH 33.40FT OF LOT 14 EXCEPT THE SOUTH 60FT OF THE EAST 332.47FT IN A.T. McINTOSH AND COMPANYS 1ST ADDITION TO STATE STREET FARMS, A SUBDIVISION OF SECTION 33 TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT D

SCHEDULE OF RECAPTURE EXPENSES ALLOCATED BETWEEN GONCHER & BENEFITTED PROPERTIES

Pro rata allocation of Total Actual Costs (as percentage and in dollars):

1. Total Cost	\$99,659.94	
2. Pro rata Share of Goncher	\$14,948.99	(15% of Total Actual Cost)
3. Remainder	\$ 84,710.95	(85% of Total Actual Cost to be allocated among Benefitted Properties as set forth in Exhibit C)

Formula for Calculation of Pro-rated Recapture Costs

General: The pro-rated share of the cost of the improvements to those who connect to these improvements may be calculated as follows:

Maximum Number of Users: The maximum number of users which can be accommodated by either direct connection to the water line or connection to any future extensions is eleven (11) Equivalent Dwelling Units (EDU). An EDU is defined as 330 gallons of water per day consumption.

Assumed Consumption by Housing Type: The consumption for a single family detached residence is 1 EDU. The consumption for multi-residence buildings will be assumed as 1/2 EDU per unit.

Pro-rated Cost per EDU: The cost per EDU to be recovered from future connections to the system improvements described above is:

$$\text{Remainder} / 11 (\text{Maximum Number of Users}) = \$7,701$$

Other Than Residential Uses: For future connections servicing customers other than residential, an initial estimate of the consumption (in EDUs) will be made by the Village of South Chicago Heights and a corresponding recapture fee will be calculated and assessed. After one year, the recapture fee will be adjusted based upon actual consumption.

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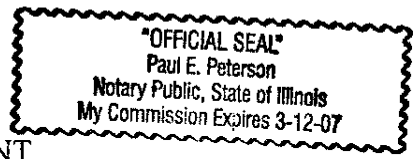
ACKNOWLEDGMENT

STATE OF ILLINOIS)
)SS
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David L. Owen, President of the Village of South Chicago Heights, an Illinois municipal corporation, whose name is subscribed to the foregoing instruments, appeared before me this day in person and acknowledged that he signed and delivered the said instrument on behalf of the said municipality, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of April, 2006.

Paul E. Peterson
Notary Public



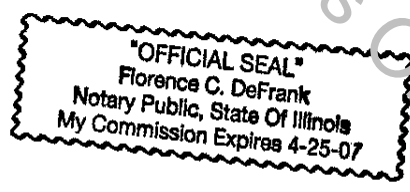
ACKNOWLEDGMENT

STATE OF ILLINOIS)
)SS
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mr. Nick Goncher, resident of the Village of South Chicago Heights, Illinois, who is personally known to me to be the same person whose name is subscribed to the foregoing instruments as such appeared before me this day in person and acknowledged that he signed and delivered the said instrument, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20 day of April, 2006.

Florence C. DeFrank
Notary Public



UNOFFICIAL COPY



VILLAGE OF **SOUTH CHICAGO HEIGHTS**

Village President
David L. Owen

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Trustees
Tony Capua
Patrick J. DeFiore
Araceli H. Marrufo
Terry L. Matthews
John M. Ross
Michael Tilton

CLERK'S CERTIFICATION

Village Clerk
Melinda Villarreal

Deputy Paul E Peterson, DO HEREBY CERTIFY that I am Village Clerk, of the Village of South Chicago Heights, Cook County, Illinois, and as such official, I am keeper of the records, ordinances, files and seal of said Village, and

Village Hall
755-1880

I HEREBY CERTIFY that the foregoing instrument is a true and correct copy adopted at a duly called meeting of the Board of Trustees, held at South Chicago Heights, Illinois, at 7:00 p.m. on the 17th day of April, 2006

Police Dept.
754-7131

I DO FURTHER CERTIFY that the deliberations of the Board on the adoption of said agreement was conducted openly, that the vote on the adoption of said agreement was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Village Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

Fire Dept.
755-9589

Senior Center
755-7903

Public Works
755-7888

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said Village at South Chicago Heights, Illinois, this 20th day of April, 2006

Paul E Peterson
DEPUTY VILLAGE CLERK
VILLAGE OF SOUTH CHICAGO HEIGHTS

UNOFFICIAL COPY

EXHIBIT A

ENGINEERING PLAN OF GONCHER PROJECT

Property of Cook County Clerk's Office

