

# UNOFFICIAL COPY



Doc#: 0630415099 Fee: \$118.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 10/31/2006 01:54 PM Pg: 1 of 0

## AGREEMENT

THIS AGREEMENT made and entered into this 8 day of September, 2005, by and between THE EAST PEREGRINE LAKE ESTATES TOWNHOMES, an Illinois not-for-profit corporation (hereinafter called "the Owner"), and the VILLAGE OF PALATINE, a municipal corporation of Cook County, Illinois, 200 E. Wood Street, Palatine, Illinois 60067, (hereinafter called "the VILLAGE");

### WITNESSETH:

WHEREAS, Owner is the owner of certain property in the Village, legally described on Exhibit "A" attached hereto and made a part hereof, (hereafter referred to as "the subject property"), upon which Owner has a residential planned development which is known as PEREGRINE LAKE EAST; and

WHEREAS, Owner intends to dedicate to the Village the streets described on Exhibit "B" attached hereto and made a part thereof, which streets serve the public but are also of significant benefit to the subject property; and

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WHEREAS, said streets meet the Village Code standards for public streets in certain respects, and the Village will accept said dedication on the condition that the Owner and its successors and assigns provide continuing maintenance of certain public improvements serving the subject property as herein provided.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

1. Owner, at its expense, will fully maintain, repair and make the necessary replacements in order to preserve and maintain the following improvements in good working order and repair:
  - A. Storm sewers outside of the dedicated ROW – except those in easements that are to the benefit of the Village of Palatine and identified in the Plat of Subdivision for Peregrine Lake East.
  - B. Sanitary sewers and water mains – except those in easements that are to the benefit of the Village of Palatine and identified in the Plat of Subdivision for Peregrine Lake East.
  - C. Parkways – including trees.
  - D. Sidewalks adjacent to the curb and gutter.
  - E. Entrance island by Euclid Avenue with the exception of the curb and gutter.

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- F. Cul-de-sac island in Falcon Drive with the exception of the curb and gutter.
- G. The parking area located within the cul-de-sac of Falcon Drive.

2. Owner hereby agrees to pay the Village, within thirty (30) days following the installation of any necessary traffic control signs necessary to bring said traffic control signs up to Village standards, any costs associated with the purchase and installation of said signs.
3. Owner agrees to pay the legal, survey and title charges to identify and dedicate the streets described on Exhibit "B" attached hereto and made a part hereof as well as any Village costs to record the Plat of Dedication and this Agreement.
4. The Village will accept said dedication and in all other respects treat and maintain the said streets as public streets within the Village, including the maintenance of said streets, cleaning, snow plowing, maintenance of curbs and gutters, storm sewer inlets and catch basins, and all traffic control and enforcement functions.

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5. In the event the Owner fails to maintain the improvements referenced in Paragraph 1 of this Agreement in good order and repair, the provision of Section 12.08 of the Declarations of Covenants Conditions and Restrictions of the Townhomes at East Peregrine Lake Estates shall be in effect.

6. In the event the Owner fails to pay the amounts referenced in Paragraphs 2 and 3 of this Agreement, the Village shall give the Owner written notice of said failure and if the same has not been corrected within thirty (30) days following the date of such notice, the cost thereof of any unpaid amounts due pursuant to Paragraphs 2 and 3 of this Agreement shall be in a lien on the subject property, and in the event said costs, expenses and amounts due are not paid by the Owner, said lien may be enforced in the manner provided by law for enforcement and foreclosure of liens.

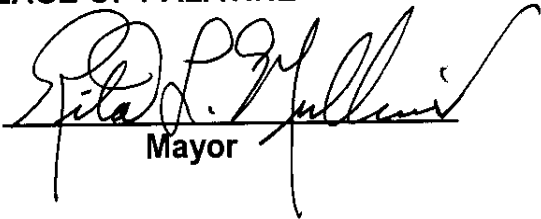
7. All notices hereunder shall be valid if personally delivered or mailed by certified mail or registered mail to the parties at their addresses hereinabove set forth or such other addresses as they may from time to time provide by notice in writing to the other party.

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- 8. This Agreement shall be filed with the Office of the Recorder of Deeds of Cook County, Illinois and shall be binding upon the Owner, its successors and assigns, and all future owners of any interest in the subject property.

IN WITNESS WHEREOF the parties have signed this Agreement on the day and year first above written.

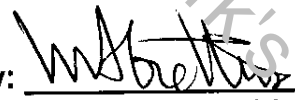
VILLAGE OF PALATINE

By:   
Mayor

ATTEST:

  
Village Clerk

EAST PEEGRINE LAKE ESTATES  
TOWNHOME ASSOCIATION

By:   
President

Name: Mark J. Gattuso  
(Print)

ATTEST:

  
Secretary

Name: KENNETH BOCHAT  
(Print)

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## EXHIBIT A

East Peregrine Lake Estates, a part of the Southeast Quarter of Section 28, Township 42 North, Range 10 East of the Third Principal Meridian, Cook County, Illinois, described as follows: Commencing at the Northwest corner of the Southeast Quarter of Section 28, Township 42 North, Range 10 East; Thence North  $89^{\circ} 46' 14''$  West 50.00 Feet to the Westerly ROW of Quentin Road, to the Point of Beginning; Thence South  $10^{\circ} 27' 11''$  West 283.39 Feet along said Westerly Road; Thence South  $20^{\circ} 34' 14''$  East 103.19 Feet along said Westerly ROW; Thence South  $18^{\circ} 35' 00''$  East 121.77 Feet along said Westerly ROW; Thence South  $01^{\circ} 58' 02''$  West 82.82 Feet along said Westerly ROW to a point on the Northerly ROW of Euclid Avenue; Thence South  $36^{\circ} 38' 56''$  West 75.36 Feet along said Northerly ROW; Thence South  $73^{\circ} 51' 07''$  West 401.69 Feet along said Northerly ROW; Thence South  $71^{\circ} 40' 47''$  West 100.00 Feet along said Northerly ROW; Thence South  $65^{\circ} 08' 55''$  West 202.24 Feet along said Northerly ROW; Thence South  $71^{\circ} 40' 47''$  West 400.00 Feet along said Northerly ROW; Thence South  $75^{\circ} 58' 08''$  West 229.62 Feet to the intersection of the East Line of the Northwest Quarter of the Southeast Quarter of Section 28, Township 42 North, Range 10 East of the Third Principal Meridian and the Northerly ROW of Euclid Avenue; Thence North  $58^{\circ} 30' 42''$  West 298.29 Feet to a point on the "Easement" for Sanitary Sewer; Thence North  $02^{\circ} 01' 03''$  West 227.98 Feet along said Easement; Thence North  $41^{\circ} 13' 18''$  East 228.09 Feet along said Easement; Thence North  $58^{\circ} 47' 09''$  East 386.51 Feet along said Easement; Thence North  $12^{\circ} 47' 12''$  East 240.07 Feet East along said Easement; Thence North  $00^{\circ} 13' 46''$  East 65.00 Feet East to a point on the North Line of the Southeast Quarter of Section 28, Township 42 North, Range 10 East of the Third Principal Meridian; Thence South  $89^{\circ} 46' 14''$  East 1016.00 Feet to the point of beginning, containing 25.332 Acres, more or less, all located in the Southeast Quarter of Section 28, Township 42 North, Range 10 East of the Third Principal Meridian, County of Cook, State of Illinois.

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# PLA

Property of Cook County Clerk's Office

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DOCUMENTS  
WITH THIS  
PLAT

## SEE PLAT INDEX

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