

MAIL TO:  
PATRICIA FOLEY  
VILLAGE OF WHEELING  
255 W. DUNDEE ROAD  
WHEELING, ILLINOIS 60090

UNOFFICIAL COPY



Doc#: 0810855038 Fee: \$48.50  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 04/17/2008 10:50 AM Pg: 1 of 7

**THIS INSTRUMENT WAS PREPARED BY:**

Klein Thorpe & Jenkins, Ltd.  
20 North Wacker Drive, Suite 1660  
Chicago, IL 60606  
James G. Wargo, Esq. (#1946-146 dm)

**AFTER RECORDING RETURN TO:**

**RECORDER'S BOX 324**

[The above space for Recorder's Office]

(#8)

**LANDOWNER AGREEMENT**

THIS LANDOWNER AGREEMENT is dated as of JANUARY 7<sup>th</sup>, 2008 (the "**Agreement**") and is made by and between PINE HILL PROPERTIES, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY (the "**Landowner**") and the VILLAGE OF WHEELING, AN ILLINOIS MUNICIPAL CORPORATION (the "**Village**"). The Landowner and the Village sometimes together referred to as "**Parties**".

**RECITALS.**

The following recitals of fact are a material part of this instrument:

A. The Village is in the process of planning, constructing and installing a sediment control and stabilization project utilizing both structural and bio-technical techniques to stabilize and enhance, reduce loss of real estate, and improve water quality and aquatic habitat in Buffalo Creek (the "Buffalo Creek"), which runs, in part, along certain lots within the Village of Wheeling, Illinois, and which suffers from slight to severe bank erosion and downcutting as a result of increased stormwater runoff frequency, volumes and velocities. The foregoing project is hereinafter referred to as the "Buffalo Creek Streambank Stabilization Project."

B. In connection with the Buffalo Creek Streambank Stabilization Project, the Village will be utilizing a 40 foot easement for bicycle/pedestrian path and maintenance of Buffalo Creek as shown on the Plat of Subdivision of Pine Hills Resubdivision, which Plat was recorded in the Office of the Recorder of Deeds of Cook County on November 8, 2006 as Document Number 0631215062 (hereinafter referred to as the "**Recorded Drainage Easement**"), a portion of which is located on Landowner's Property, see **EXHIBIT A** attached hereto and made a part hereof and requires the fee simple owner of the real property located in the Village of Wheeling, Cook County, Illinois, and legally described in **EXHIBIT B**, attached hereto and made a part hereof (hereinafter referred

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NOW, THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration set forth in this Agreement, including the benefits that the Parties will derive from the improvements to be made to Buffalo Creek so as to preserve the natural aesthetics and function as an erosion and sediment control structure in connection with the Buffalo Creek Streambank Stabilization Project, the Parties hereto acknowledge and agree as follows:

1. The Village will have the following rights in connection with the Recorded Drainage Easement: the full and free right, privilege and authority to do the following things: clear, trench, construct, install, reconstruct, replace, remove, repair, alter, inspect, maintain, operate, including the moving of equipment and vehicles, including but not limited to planting of native grasses and wildflowers, all in accordance with Buffalo Creek Streambank Stabilization Project, in, on, upon, over, through, across and under the Recorded Drainage Easement including the right to cut, trim, or remove any trees, shrubs, bushes, roots, saplings and other plants and to clear obstructions from the surface and subsurface of and within the Recorded Drainage Easement Premises, which interfere with the construction, installation, reconstruction, repair, removal, replacement, maintenance and operation of the Buffalo Creek and facilities appurtenant and the right to replace the foregoing with native grasses and wildflowers.

2. The Landowner will do nothing that would disturb, molest, injure, damage or in any manner interfere with the operation, repair and maintenance of the Recorded Drainage Easement and will not change, interfere with, alter, build, plant vegetation including, but not limited to gardens, flowers, shrubs, bushes, trees and that no temporary or permanent buildings, structures or obstructions shall be constructed in, upon, or over the Recorded Drainage Easement and will not change, by any means, the topography or grade management within the Recorded Drainage Easement Premises.

3. The Landowner shall immediately notify the Village of any damage to the Recorded Drainage Easement, to allow the Village to cause the immediate repair or maintenance of the Recorded Drainage Easement so as to preserve the standards of the Buffalo Creek Streambank Stabilization Project.

4. The Landowner agrees to and with the Village that the officers, agents or employees of the Village, whenever elected, appointed or hired, may at any and all times designated herein, when necessary and convenient to do so, go in, on, upon, over and across the Recorded Drainage Easement, and do and perform any and all acts necessary or convenient to the carrying into effect the purposes for which the Recorded Drainage Easement was granted and the Villages rights provided in this Agreement.

5. The Village, its agents and employees, successors, grantees, lessees and assigns shall, as soon as practicable after construction of the Buffalo Creek Streambank Stabilization Project and activities incidental thereto, and after all subsequent maintenance, alterations and repairs thereunto, restore to its former condition any portion of the Landowner's Property (exclusive of the Recorded Drainage Easement)

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which may have been disturbed or altered in any manner by the Village pursuant to the terms of the Agreement.

6. All work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly in, or in connection with, the clearing, trenching,, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and/or operating the Recorded Drainage Easement and activities incidental thereto, and all other matters and things to be performed, furnished or used, or expenses to be paid under this Agreement are to be at the sole expense of the Village.

7. The terms "Landowner" and "Village" as used herein shall be deemed to include any and all successors, assigns or legal representatives.

8. This Agreement shall run with the land, both as respects to benefits and burdens created herein, and shall be binding upon and inure to the benefit of the Landowner and Village and their respective successors, assigns or legal representatives.

9. This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of Illinois.

10. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. This Agreement may only be modified, amended or abrogated by a written agreement between the Parties that is properly executed, notarized and recorded in the Office of the Recorder of Deeds of Cook County, Illinois and the fee for such recording shall be paid by the Village.

12. This Agreement shall be recorded in the Office of the Recorder of Deeds of Cook County, Illinois by the Village. The fee for recording this Agreement shall be paid by the Village.

13. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the Landowner and Village relating to the subject matter hereof.

14. The Landowner represents and warrants to the Village that Landowner has full right and authority to enter into this Agreement and that Landowner does not need any additional authority or consent of any other entity or party to obligate and bind Landowner to the terms, provisions and covenants contained in this Agreement.

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The undersigned have executed this Agreement as of the day, month and year first above written.

**LANDOWNER:**

**VILLAGE:**

*PA* PINE HILL PROPERTIES, LLC.,  
AN ILLINOIS LIMITED LIABILITY  
COMPANY

VILLAGE OF WHEELING,  
AN ILLINOIS MUNICIPAL CORPORATION

BY: *[Signature]*

By: *Judy Abruscato*

ITS: *President Pine Hill Capital*

Name: JUDY ABRUSCATO

Title: Acting Village President

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

By: *Elaine E. Simpson*

Name: \_\_\_\_\_

Name: ELAINE E. SIMPSON

Title: \_\_\_\_\_

Title: Village Clerk



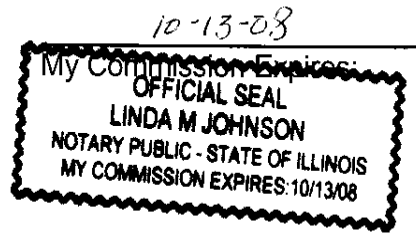
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STATE OF ILLINOIS )  
 )  
COUNTY OF Cook ) ss:

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that PATRICK J HARRIS and \_\_\_\_\_, are personally known to me be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed 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 7<sup>th</sup> day of JANUARY, 2008.

Linda M Johnson  
Notary Public



STATE OF ILLINOIS )  
 )  
COUNTIES OF COOK ) ss.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named JUDY ABRUSCATO and ELAINE SIMPSON, as ACTING Village President and \_\_\_\_\_ Village Clerk respectively of the **VILLAGE OF WHEELING, A MUNICIPAL CORPORATION**, (the "Village") personally known to be the same persons whose names are subscribed to the foregoing instrument, and that they appeared before me this day in person and severally acknowledged that as such ACTING Village President and \_\_\_\_\_ Village Clerk, they signed and delivered the said instrument as the ACTING Village President and \_\_\_\_\_ Village Clerk pursuant to authority given by the **Village Board of Trustees**, and as their free and voluntary act, and as the free and voluntary act and deed of the **Village**, for the uses and purposes therein set forth, and that Elaine Simpson Village Clerk, as custodian of the corporate seal of the **Village**, has caused the seal to be affixed thereto.

GIVEN under my hand and official seal, this 22 day of January 2008.

Christine Brady  
Notary Public

10-4-09  
Commission Expiration



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Property of Cook County Clerk's Office

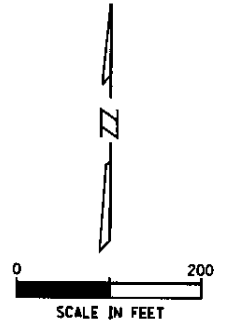


# UNOFFICIAL EXHIBIT A COPY

## LANDOWNER EXHIBIT

### LEGEND

- PROPERTY LINE
- R.O.W. LINE
- BUILDING SETBACK LINE
- EASEMENT LINE
- (00.00) RECORD



Property of Cook County Clerk's Office

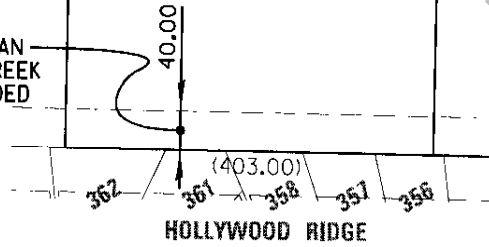
**McHENRY ROAD**  
(ROUTE 83)  
(L=453.12)  
(R=24505.40)

**LOT 1**  
FAIRWAY GREENS SUBDIVISION  
PER DOC. NO. 0517303016  
RECORDED 06-22-2005

**LOT 1**  
PINE MILLS RESUBDIVISION  
PER DOC. NO. 0631215062  
RECORDED 11-08-2006

"NOT INCLUDED"  
03-04-201-015

40' EASEMENT FOR BICYCLE/PEDESTRIAN  
PATH AND MAINTENANCE OF BUFFALO CREEK  
PER DOCUMENT NO. 0631215062 RECORDED  
NOVEMBER 8, 2006



**HOLLYWOOD RIDGE  
UNIT 4**

ADDRESS: 400-500 MANDA LANE, WHEELING, ILLINOIS

PIN: 03-04-201-024-0000



**CHRISTOPHER B. BURKE**  
ENGINEERING, LTD.  
9575 West Higgins Road  
Suite 600, Rosemont, Illinois 60018  
(847) 823-0500

**LANDOWNER EXHIBIT**  
IN  
VILLAGE OF WHEELING, ILLINOIS  
PREPARED FOR  
VILLAGE OF WHEELING

CALC.	JRM	PROJECT NO.
DWN.	AJK	040728BG003
CHKD.	KJR	SHEET 1 OF 1
SCALE:	1"=193'	DRAWING NO.
DATE:	10-26-07	NORTH 800

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## EXHIBIT B

(Legal Description of Landowner's Property)

LOT 1, IN PINE HILLS RESUBDIVISION, BEING A RESUBDIVISION IN PART OF THE NORTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS RECORDED ON NOVEMBER 8, 2006, AS DOCUMENT NUMBER 0631215062.

ADDRESS OF PROPERTY: 400-500 Manda Lane, Wheeling, IL

PERMANENT INDEX NUMBER: 03-04-201-024-0000, underlying PIN