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Prepared by:
Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, Illinois 60606-2903
Attorney: Michael T. Jurusik

On Behalf Of:
The Village of Western Springs



Doc#: 1410429064 Fee: \$102.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/14/2014 04:26 PM Pg: 1 of 33

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COOK COUNTY, ILLINOIS

RECORDING COVER SHEET

VILLAGE OF WESTERN SPRINGS

ORDINANCE NUMBER 14-2747

ORDINANCE APPROVING AN ACCEPTANCE OF CERTAIN LIMITED PUBLIC IMPROVEMENTS LOCATED IN THE WESTERN SPRINGS TOWNHOMES SUBDIVISION AND APPROVING AN "AGREEMENT TO DEDICATE TITLE TO CERTAIN PUBLIC IMPROVEMENTS AND GRANT OF UTILITY AND ACCESS EASEMENT RIGHTS BY HERITAGE SPRINGS OWNERS ASSOCIATION, INC. AND ACCEPTANCE BY THE VILLAGE OF WESTERN SPRINGS" AND A "COST SHARING MAINTENANCE AGREEMENT FOR THE PRIVATE STREET (HERITAGE COURT) LOCATED IN WESTERN SPRINGS TOWNHOMES SUBDIVISION"

PIN: 18-18-200-059

Common address: 5500 Heritage Court, Western Springs, Illinois

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Jeanine M. Jasica, the duly elected and qualified Village Clerk of the Village of Western Springs, Cook County, Illinois, do hereby certify that attached hereto is a true and correct copy of the Ordinance now on file in my office, entitled:

ORDINANCE NO. 14-2747

ORDINANCE APPROVING AN ACCEPTANCE OF CERTAIN LIMITED PUBLIC IMPROVEMENTS LOCATED IN THE WESTERN SPRINGS TOWNHOMES SUBDIVISION AND APPROVING AN "AGREEMENT TO DEDICATE TITLE TO CERTAIN PUBLIC IMPROVEMENTS AND GRANT OF UTILITY AND ACCESS EASEMENT RIGHTS BY HERITAGE SPRINGS OWNERS ASSOCIATION, INC. AND ACCEPTANCE BY THE VILLAGE OF WESTERN SPRINGS" AND A "COST SHARING MAINTENANCE AGREEMENT FOR THE PRIVATE STREET (HERITAGE COURT) LOCATED IN WESTERN SPRINGS TOWNHOMES SUBDIVISION"

which was passed by the Corporate Authorities of the Village of Western Springs at a regular meeting held on the 24th day of March, 2014, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 24th day of March, 2014.

I further certify that the vote on the question of the passage of the said Ordinance by the Corporate Authorities of the Village of Western Springs was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Corporate Authorities of the Village of Western Springs, and that the result of said vote was as follows, to-wit:

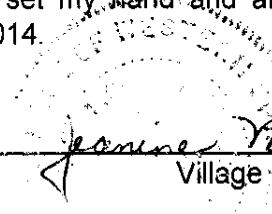
AYES: Trustees Word, Glowiak, Horvath, Tymick and President Rodeghier.

NAYS: None.

ABSENT: Trustees Gallagher and Hansen.

I do further certify that the original Ordinance, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this 24th day of March, 2014.


Jeanine M. Jasica
Village Clerk

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ORDINANCE NO. 14-2747

VOTE: Passed by an omnibus vote.

Voting aye: Trustees Word, Glowiak,

Horvath, Tymick and President

Rodeghier.

Voting nay: None.

Absent: Trustees Gallagher and

Hansen.

DATE: March 24, 2014

ORDINANCE APPROVING AN
ACCEPTANCE OF CERTAIN LIMITED
PUBLIC IMPROVEMENTS LOCATED
IN THE WESTERN SPRINGS
TOWNHOMES SUBDIVISION AND
APPROVING AN "AGREEMENT TO
DEDICATE TITLE TO CERTAIN
PUBLIC IMPROVEMENTS AND GRANT
OF UTILITY AND ACCESS EASEMENT
RIGHTS BY HERITAGE SPRINGS
OWNERS ASSOCIATION, INC. AND
ACCEPTANCE BY THE VILLAGE OF
WESTERN SPRINGS" AND A "COST
SHARING MAINTENANCE
AGREEMENT FOR THE PRIVATE
STREET (HERITAGE COURT)
LOCATED IN WESTERN SPRINGS
TOWNHOMES SUBDIVISION."

WHEREAS, Heritage Springs Owners Association (the "Association") is the current owner of the Common Area within the Western Springs Townhomes Subdivision (referred to as the "Subdivision" or the "Heritage Springs Subdivision"), which is located south of 55th Street immediately adjacent to the vacated Lawn Avenue right-of-way and west of Wolf Road in Western Springs, Illinois. The Subdivision consists of fourteen (14) single-family townhome units and the Common Area, which are shown on the "Final Plat of Subdivision Western Springs Townhomes" (the "Subdivision Plat"), a copy of which is incorporated herein by reference. The Subdivision Plat was filed on March 29, 1999, with the Cook County Recorder of Deeds Office and marked with Recording Number 99297584. The legal description of the Common Area is attached hereto as **EXHIBIT "A"** and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the "Village") previously approved the Final Plans and the Subdivision Plat in accordance with the applicable provisions of the Western Springs Municipal Code of 1997, as amended; and

WHEREAS, pursuant to the Final Plans and Subdivision Plat, the Association, or its predecessor developer (Gammonley Group), completed certain improvements to the Common Area that support the townhomes, including the installation of a sanitary sewer main and sanitary sewer services to each of the townhomes, a storm sewer system and detention system, a private street (named "Heritage Court"), a parking area, including curb and gutter and pavement markings and a vehicle turnaround, street lights, a sidewalk system, driveway aprons, a water main and water service lines to each of the townhomes, a fire hydrant system, and all fencing and retaining wall systems (the "Improvements"); and

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WHEREAS, the Association has formally requested that the Village accept certain of the Improvements for purposes of taking over ownership and maintenance responsibility of such Improvements. The Association understands and agrees that the Village will not take over ownership and maintenance responsibility of all of the Improvements; and

WHEREAS, in accordance with the applicable provisions of Section 10-10-19 (Land Dedications and Completion, Maintenance and Acceptance of Improvements) of the Western Springs Municipal Code, the Village agrees to accept title to and ownership and maintenance responsibility only for the following Improvements located in the Common Area:

1. The water main.
2. The street lights.
3. The fire hydrant system.

The three above-listed Improvements (the "Accepted Public Improvements") are described and depicted in the "Bill of Sale for the Accepted Public Improvements in the Western Springs Townhomes Subdivision," and are further shown on the Utility and Grading As-Built Plan (Heritage Springs Townhomes, Western Springs, Illinois dated September 29, 2007, as amended by James J. Benes & Associates, Inc. dated January 28, 2014), copies of which are attached hereto as **GROUP EXHIBIT "B"** and made a part hereof. The Utility and Grading As-Built Plan is attached to and made part of the Bill of Sale as Exhibit "1"; and

WHEREAS, the President and Board of Trustees of the Village agree to approve the Bill of Sale and to accept title to and all ownership and maintenance responsibility for the Accepted Public Improvements; and

WHEREAS, the President and Board of Trustees of the Village agree to approve the "Agreement to Dedicate Title to Certain Public Improvements and Grant of Utility and Access Easement Rights by Heritage Springs Owners Association, Inc. and Acceptance by the Village of Western Springs," a copy of which is attached hereto as **EXHIBIT "C"** and made a part hereof; and

WHEREAS, based on traffic data provided by the Village staff and the Village Engineer, the President and Board of Trustees of the Village find that Heritage Court, a private street, is used for public traffic ten percent (10%) of the time; and

WHEREAS, the President and Board of Trustees of the Village further agree to approve and enter into a document entitled "Cost Sharing Maintenance Agreement for the Private Street (Heritage Court) Located in the Western Springs Townhomes Subdivision," a copy of which is attached hereto as **EXHIBIT "D"**. Under this Agreement, Heritage Court will remain a private street, with continued ownership and maintenance responsibility remaining with the Association, but, at the request of the Association, the Village will include any street resurfacing work or replacement work in

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regard to Heritage Court in a Village street repair bidding process and will have the selected contractor perform such work to Heritage Court provided that the Association pays to the Village ninety percent (90%) of the costs to complete such work. The Village shall pay ten percent (10%) of the costs to complete the work to Heritage Court in recognition that there is public use of Heritage Court; and

WHEREAS, the Village is authorized, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and Sections 1 to 9 of the Intergovernmental Cooperation Act (5 ILCS 220/1 to 220/9), to approve and enter into the attached Bill of Sale and the two attached Agreements. The President and Board of Trustees of the Village find that the approvals set forth in this Ordinance are in the best interests of the Village, its residents and the public.

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

SECTION 2: The President and Board of Trustees of the Village approve of the "Bill of Sale for the Accepted Public Improvements in the Western Springs Townhomes Subdivision" and agree to accept title to and all ownership and maintenance responsibility for the Accepted Public Improvements, as those Accepted Public Improvements are shown on the Utility and Grading As-Built Plan (Heritage Springs Townhomes, Western Springs, Illinois dated September 29, 2007, as amended by James J. Benes & Associates, Inc. dated January 26, 2014), copies of which are attached hereto as **GROUP EXHIBIT "B"** and made a part hereof. The President and Board of Trustees of the Village further authorize and direct the Village President and the Village Clerk, or their designees, to execute the attached Bill of Sale and such other instruments necessary to fulfill or satisfy the Village's obligations as set forth therein.

SECTION 3: The President and Board of Trustees of the Village approve of the "Agreement to Dedicate Title to Certain Public Improvements and Grant of Utility and Access Easement Rights by Heritage Springs Owners Association, Inc. and Acceptance by the Village of Western Springs," a copy of which is attached hereto as **EXHIBIT "C"** and made a part hereof.

SECTION 4: The President and Board of Trustees of the Village approve of the "Cost Sharing Maintenance Agreement for the Private Street (Heritage Court) Located in the Western Springs Townhomes Subdivision," a copy of which is attached hereto as **EXHIBIT "D"**. The President and Board of Trustees further authorize and direct the Village President and the Village Clerk, or their designees, to execute the attached Agreement and such other instruments necessary to fulfill or satisfy the Village's obligations as set forth in the Agreement.

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SECTION 5: Within thirty (30) days of the approval of this Ordinance and the "Agreement to Dedicate Title to Certain Public Improvements and Grant of Utility and Access Easement Rights by Heritage Springs Owners Association, Inc. and Acceptance by the Village of Western Springs" (**EXHIBIT "C"**), the President and Board of Trustees of the Village authorize and direct the Village Attorney to file a certified, fully executed copy of the original version of the "Bill of Sale for the Accepted Public Improvements in the Western Springs Townhomes Subdivision" (**EXHIBIT "B"**) against title to the Common Area with the Cook County Recorder of Deeds Office. A copy of the filed documents shall be placed on file with the Village Clerk's Office.

SECTION 6: Any Ordinance, or portion thereof, in conflict with this Ordinance is repealed to the extent of such conflict.

SECTION 7: Each Section, paragraph, clause and provision of this Ordinance is separable, and if any such Section, paragraph, clause or provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any portion hereof, other than that part affected by such decision.

SECTION 8: This Ordinance shall take effect from and after its adoption and approval.

PASSED by the President and Board of Trustees of the Village of Western Springs, Cook County, Illinois, on a roll call vote at a Regular Meeting thereof, held on the 24th day of March, 2014, and approved by the Village President, and attested by the Village Clerk on the same day.



Village President

ATTEST:



Village Clerk

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EXHIBIT "A"

LEGAL DESCRIPTION OF COMMON AREA

Common Area shown in the Western Springs Townhomes Subdivision, being a subdivision of the East ½ of the Northeast ¼ of Section 18, Township 38 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded March 29, 1999, as Document No. 99297584 in Cook County, Illinois.

PIN: 18-18-200-059.

Common address: 5500 Heritage Court, Western Springs, Illinois.

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GROUP EXHIBIT "B"

**Bill of Sale for the Accepted Public Improvements
in the Western Springs Townhomes Subdivision,
and its Exhibit "1":**

**Utility and Grading As-Built Plan
(Heritage Springs Townhomes, Western Springs, Illinois dated September 29,
2007, as amended by James J. Benes & Associates, Inc. dated January 28, 2014)
for the Acceptance of Certain Limited Public Improvements Located in the
Western Springs Townhomes Subdivision**

(attached)

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Bill of Sale
for
the Accepted Public Improvements in
the Western Springs Townhomes Subdivision
(Water Main, Fire Hydrants and Street Lights)

Seller, Heritage Springs Owners Association, Inc. (the "Association") is the current owner of the Common Area within the Western Springs Townhomes Subdivision (referred to as the "Subdivision" or the "Heritage Springs Subdivision"), which is located south of 55th Street immediately adjacent to the vacated Lawn Avenue right-of-way and west of Wolf Road in Western Springs, Illinois. The Subdivision consists of fourteen (14) single-family townhome units and the Common Area, which are shown on the "Final Plat of Subdivision Western Springs Townhomes" (the "Subdivision Plat"). The Subdivision Plat was filed on March 29, 1999 with the Cook County Recorder of Deeds Office and marked with Recording Number 99297584, and is incorporated herein by reference. The legal description of the Common Area is set forth below:

Common Area shown in the Western Springs Townhomes Subdivision, being a subdivision of the East ½ of the Northeast ¼ of Section 18, Township 38 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded March 29, 1999, as Document No. 99297584 in Cook County, Illinois.

PIN: 18-18-200-059.

Common address: 5500 Heritage Court, Western Springs, Illinois.

In accordance with the applicable provisions of Section 10-10-19 (Land Dedications and Completion, Maintenance and Acceptance of Improvements) of the Western Springs Municipal Code, the Association desires to dedicate and convey title to and ownership and maintenance responsibility to the Village of Western Springs ("Village") only for the following Improvements located in the Common Area:

1. The water main.
2. The street lights.
3. The fire hydrant system.

The three above-listed Improvements (the "Accepted Public Improvements") are described and depicted below and are further shown on the Utility and Grading As-Built Plan (Heritage Springs Townhomes, Western Springs, Illinois dated September 29, 2007, as amended by James J. Benes & Associates, Inc. dated January 28, 2014) ("As-Built Plan"), a copy of which is attached hereto as **Exhibit "1"** and made a part hereof:

- A. **Water Main and Fire Hydrants:** the water main line and the fire hydrant water lines and each and every part and item of a potable water system for provision of water service and fire protection, including pipelines, all valves, fire hydrants and accessory items and equipment, located in the Common Area, but excluding any service pipelines which transport water from a shut-off valve (known as a "B-Box") to an individual dwelling, building or other premises in the Subdivision; and
- B. **Street Lights:** each and every part and item of a street lighting system, including light fixtures, poles, arms, conduit, wires, switches, circuit breakers, boxes and connection hardware.

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The Association, in consideration of Ten and No/100 Dollars (\$10.00), receipt whereof is acknowledged as adequate, good and valuable consideration, does sell, assign, transfer and set over title and ownership to the Village of Western Springs, an Illinois municipal corporation, of the Accepted Public Improvements located within the Common Area of the Heritage Springs Subdivision, Western Springs, Illinois, a Village-approved planned development, and more specifically described as existing in, adjacent to and under a portion of the private street known as Heritage Court Drive and the other portions of the Common Area as shown on the attached As-Built Plan.

The Association covenants to the Village that: (1) the Association is the lawful owner of the accepted Public Improvements; (2) the accepted Public Improvements are free from all liens and encumbrances; (3) the Association has the right to convey title to the accepted Public Improvements; and (4) the Association will defend and hold the Village and its appointed and elected officials, president and trustees, employees, engineers, attorneys, volunteers and representatives harmless against the claims and demands of all persons with regard to ownership of and payment for construction of the accepted Public Improvements; and (5) the execution of this Agreement by the President of the Association is an authorized act of the Association in accordance with the required vote of the members of the Association.

The Association represents and warrants that the Accepted Public Improvements conveyed by this Bill of Sale are in good working condition and that the Accepted Public Improvements are fit for their intended use and purpose. The Association represents and warrants that it has no knowledge or notice of any existing deficiencies or defects in or damage to the Accepted Public Improvements or of any design or construction deficiencies or defects pertaining to the Accepted Public Improvements. Further, the Association represents and warrants that it has not received any notice from any Federal, State, County or local governmental body or related agency that the Accepted Public Improvements have been designed, installed, constructed, operated or maintained in violation of applicable Federal, State, County or local laws, ordinances or regulations.

IN WITNESS WHEREOF, Ronald E. Lysar, President of Heritage Springs Owners Association, Inc., an Illinois not-for-profit corporation, pursuant to the authority and direction given to him by the members of said corporation, has signed and sealed this Bill of Sale this 6th day of March, 2014.

By: Ronald E. Lysar
Name: _____
President, Heritage Springs Owners Association, Inc.
an Illinois not-for-profit corporation

Village of Western Springs Acceptance

The Village of Western Springs, by action of its corporate authorities, accepts the conveyance of title to and ownership of and maintenance responsibility for the Accepted Public Improvements identified above, and consents to the terms, provisions and obligations set forth in this Agreement.

Dated this 24th day of March, 2014
By: William T. Rodeghier
William T. Rodeghier, Village President

ATTEST:

Jeanine M. Jasica
Jeanine Jasica, Village Clerk

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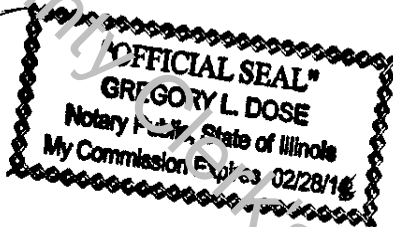
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

NOTARY ACKNOWLEDGEMENT

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that, Ronald E. Lejar, President of Heritage Springs Owners Association, Inc., an Illinois not-for-profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and official seal this 6th day of March, 2014.

Gregory L. Dose
Notary Public



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Exhibit "1"

**Utility and Grading As-Built Plan
(Heritage Springs Townhomes, Western Springs, Illinois
dated September 29, 2007, as amended by James J. Benes & Associates, Inc.
dated January 28, 2014) ("As-Built Plan")**

(attached)

Property of Cook County Clerk's Office

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EXHIBIT 1
 AMENDED ON APRIL 14, 2015
 J.B. JONES, INC., ENGINEERS, P.C.
 1000 W. 15TH ST., SUITE 200
 WESTERN SPRINGS, IL 60091

EXHIBIT 2
 WESTERN SPRINGS



DATE: 08/11/14
 DRAWN BY: J.B. JONES, INC.
 CHECKED BY: J.B. JONES, INC.
 DATE: 08/11/14
 PROJECT NO.: 14-001
 SHEET NO.: 13 OF 33

KUDRNA & ASSOCIATES, LTD.
 CIVIL ENGINEERING,
 PLANNING • DESIGN • LAND SURVEY • CONSTRUCTION MANAGEMENT

281 N. WASHINGTON AVE. • WESTERN SPRINGS, IL 60091 • (630) 464-4444
 900 N. RICHMOND ST. • SUITE 100 • CHICAGO, IL 60610 • (312) 424-1233

UTILITY AND GRADING
 AS-BUILT PLAN
 HERITAGE SPRINGS TOWNHOMES
 WESTERN SPRINGS, ILLINOIS



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EXHIBIT "C"

**AGREEMENT TO DEDICATE TITLE TO CERTAIN PUBLIC IMPROVEMENTS
AND GRANT OF UTILITY AND ACCESS EASEMENT RIGHTS
BY HERITAGE SPRINGS OWNERS ASSOCIATION, INC.
AND ACCEPTANCE BY THE VILLAGE OF WESTERN SPRINGS**

(attached)

Property of Cook County Clerk's Office

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**AGREEMENT TO DEDICATE TITLE TO CERTAIN PUBLIC IMPROVEMENTS
AND GRANT OF UTILITY AND ACCESS EASEMENT RIGHTS
BY HERITAGE SPRINGS OWNERS ASSOCIATION, INC.
AND ACCEPTANCE BY THE VILLAGE OF WESTERN SPRINGS**

THIS AGREEMENT is entered into by and between the Village of Western Springs ("Village") and the Heritage Springs Owners Association, Inc. ("Association"), on this 24th day of MARCH, 2014. The Village and the Association are at times herein referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Association is the current owner of the Common Area within the Western Springs Townhomes Subdivision (referred to as the "Subdivision" or the "Heritage Springs Subdivision"), which is located south of 55th Street immediately adjacent to the vacated Lawn Avenue right-of-way and west of Wolf Road in Western Springs, Illinois. The Subdivision consists of fourteen (14) single-family townhome units and the Common Area, which are shown on the "Final Plat of Subdivision Western Springs Townhomes" (the "Subdivision Plat"). The Subdivision Plat was filed on March 29, 1999, with the Cook County Recorder of Deeds Office and marked with Recording Number 99297584, and is incorporated herein by reference. The legal description of the Common Area is set forth below:

Common Area shown in the Western Springs Townhomes Subdivision, being a subdivision of the East ½ of the Northeast ¼ of Section 18, Township 38 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded March 29, 1999, as Document No. 99297584 in Cook County, Illinois.

PIN: 18-18-200-059.

Common address: 5500 Heritage Court, Western Springs, Illinois.

WHEREAS, pursuant to the Final Plans and Subdivision Plat, the Association, or its predecessor developer (Gammonley Group), completed certain improvements to the Common Area that support the townhomes, including the installation of a sanitary sewer main and sanitary sewer services to each of the townhomes, a storm sewer system and detention system, a private street (named "Heritage Court"), a parking area, including curb and gutter and pavement markings and a vehicle turnaround, street lights, a sidewalk system, driveway aprons, a water main and water service lines to each of the townhomes, a fire hydrant system, and all fencing and retaining wall systems (the "Improvements"); and

WHEREAS, the Association has formally requested that the Village accept certain of the Improvements for purposes of taking over ownership and maintenance responsibility of such Improvements. The Association understands and agrees that the

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Village will not take over ownership and maintenance responsibility of all of the Improvements; and

WHEREAS, in accordance with the applicable provisions of Section 10-10-19 (Land Dedications and Completion, Maintenance and Acceptance of Improvements) of the Western Springs Municipal Code, the Association desires to enter into this Agreement for purposes of dedicating and conveying title to and ownership and maintenance responsibility to the Village only for the following Improvements located in the Common Area:

1. The water main.
2. The street lights.
3. The fire hydrant system.

The three above-listed Improvements (the "Accepted Public Improvements") are described and depicted in the "Bill of Sale for the Accepted Public Improvements in the Western Springs Townhomes Subdivision," and are further shown on the Utility and Grading As-Built Plan (Heritage Springs Townhomes, Western Springs, Illinois dated September 29, 2007, as amended by James J. Benes & Associates, Inc. dated January 28, 2014) ("As-Built Plan"). A copy of the Bill of Sale is attached hereto as Exhibit "A" and made a part hereof. The Utility and Grading As-Built Plan is attached to and made part of the Bill of Sale as Exhibit "C" and

WHEREAS, the Association further agrees to grant to the Village and its contractors non-exclusive utility and construction access easement rights in, over, under and across the Common Area for purposes of installing, maintaining, repairing and replacing the Accepted Public Improvements, including but not limited to staging and storing equipment and materials relating to such activities, and completing any of maintenance, repair or replacement work; and

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and Sections 1 to 9 of the Intergovernmental Cooperation Act (5 ILCS 220/1 to 220/9), the Parties are authorized to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements, promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and the Association agree as follows:

1. Association Conveyance: Heritage Springs Owners Association, Inc. (the "Association"), an Illinois not-for-profit corporation, in consideration of One Dollar (\$1.00) and other valuable services and commitments, does grant, dedicate, transfer and deliver title and possession of the following goods, chattels and other items of personal property located within the Common Area, as shown on the attached As-Built Plan, to the Village of Western Springs (the "Village"), an Illinois municipal corporation, namely:

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- A. Water Main and Fire Hydrants: the water main line and the fire hydrant water lines and each and every part and item of a potable water system for provision of water service and fire protection located in the Common Area, including pipelines, all valves, fire hydrants and accessory items and equipment, but excluding those service pipelines which transport water from a shut-off valve (known as a "B-Box") to an individual dwelling, building or other premises in the Subdivision; and
- B. Street Lights: each and every part and item of a street lighting system, including light fixtures, poles, arms, conduit, wires, switches, circuit breakers, boxes and connection hardware.

The Association covenants to the Village that: (1) the Association is the lawful owner of the Accepted Public Improvements; (2) the Accepted Public Improvements are free from all liens and encumbrances; (3) the Association has the right to convey title to the Accepted Public Improvements; and (4) the Association will defend and hold the Village and its appointed and elected officials, president and trustees, employees, engineers, attorneys, volunteers and representatives harmless against the claims and demands of all persons with regard to ownership of and payment for construction of the Accepted Public Improvements; and (5) the execution of this Agreement by the President of the Association is an authorized act of the Association in accordance with the required vote of the members of the Association.

2. Easements. The Association further grants to the Village and its contractors, and any utility companies and their contractors, non-exclusive utility and construction access easement rights in, over, under and across the Common Area for purposes of installing, operating, maintaining, repairing and replacing the Accepted Public Improvements, including but not limited to staging and storing equipment and materials relating to such activities, and completing any of the maintenance, repair or replacement work.
3. Term of Agreement. This Agreement will commence on the date that the last signatory executes the Agreement, after it has been approved by each Party, and shall continue until it is terminated by mutual consent of the Parties, or is terminated by either Party due to the intended purposes of this Agreement no longer being fulfilled because the Subdivision is no longer occupied and used as a single-family residential development.
4. Acceptance by the Village. The President and Board of Trustees of the Village have approved this Agreement by passing an ordinance at an open, public meeting that contained the corporate authorities' consent to the terms, provisions and obligations set forth in this Agreement and directed the Village President and Village Clerk to execute this Agreement.

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- 5. Filing with Recorder of Deeds Office. Within thirty (30) days of the approval of this Agreement, the Village shall file a certified, fully executed copy of the original version of this Agreement against title to the Common Area with the Cook County Recorder of Deeds Office. A copy of the filed Agreement shall be placed on file with the Village Clerk's Office.

Approval by the Heritage Springs Owners Association, Inc.

Dated this 24th day of March, 2014

Heritage Springs Owners Association, Inc.

By: *Ronald E. Lujan*
Name: _____
President

Attest: *[Signature]*
Name: _____
Secretary

Acceptance by the Village of Western Springs

The Village of Western Springs, by action of its corporate authorities, accepts the conveyance of title to and ownership of and maintenance responsibility for the Accepted Public Improvements identified above, accepts the grant of the utility and construction access easements noted above, and consents to the terms, provisions and obligations set forth in this Agreement.

Dated this 24th day of March, 2014

By: *[Signature]*
William T. Rodeghier
Village President

Attest: *Jeanine M. Jasica*
Jeanine Jasica
Village Clerk

UNOFFICIAL COPY

Exhibit "A"

**Bill of Sale
for
the Accepted Public Improvements in
the Western Springs Townhomes Subdivision
(Water Main, Fire Hydrants and Street Lights)**

(attached)

Property of Cook County Clerk's Office

UNOFFICIAL COPY

**Bill of Sale
for
the Accepted Public Improvements in
the Western Springs Townhomes Subdivision
(Water Main, Fire Hydrants and Street Lights)**

Seller, Heritage Springs Owners Association, Inc. (the "Association") is the current owner of the Common Area within the Western Springs Townhomes Subdivision (referred to as the "Subdivision" or the "Heritage Springs Subdivision"), which is located south of 55th Street immediately adjacent to the vacated Lawn Avenue right-of-way and west of Wolf Road in Western Springs, Illinois. The Subdivision consists of fourteen (14) single-family townhome units and the Common Area, which are shown on the "Final Plat of Subdivision Western Springs Townhomes" (the "Subdivision Plat"). The Subdivision Plat was filed on March 29, 1999 with the Cook County Recorder of Deeds Office and marked with Recording Number 99297584, and is incorporated herein by reference. The legal description of the Common Area is set forth below:

Common Area shown in the Western Springs Townhomes Subdivision, being a subdivision of the East ½ of the Northeast ¼ of Section 18, Township 38 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded March 29, 1999, as Document No. 99297584 in Cook County, Illinois.

PIN: 18-18-200-059.

Common address: 5500 Heritage Court, Western Springs, Illinois.

In accordance with the applicable provisions of Section 10-10-19 (Land Dedications and Completion, Maintenance and Acceptance of Improvements) of the Western Springs Municipal Code, the Association desires to dedicate and convey title to and ownership and maintenance responsibility to the Village of Western Springs ("Village") only for the following Improvements located in the Common Area:

1. The water main.
2. The street lights.
3. The fire hydrant system.

The three above-listed Improvements (the "Accepted Public Improvements") are described and depicted below and are further shown on the Utility and Grading As-Built Plan (Heritage Springs Townhomes, Western Springs, Illinois dated September 29, 2007, as amended by James J. Benes & Associates, Inc. dated January 28, 2014) ("As-Built Plan"), a copy of which is attached hereto as **Exhibit "1"** and made a part hereof:

- A. **Water Main and Fire Hydrants:** the water main line and the fire hydrant water lines and each and every part and item of a potable water system for provision of water service and fire protection, including pipelines, all valves, fire hydrants and accessory items and equipment, located in the Common Area, but excluding any service pipelines which transport water from a shut-off valve (known as a "B-Box") to an individual dwelling, building or other premises in the Subdivision; and
- B. **Street Lights:** each and every part and item of a street lighting system, including light fixtures, poles, arms, conduit, wires, switches, circuit breakers, boxes and connection hardware.

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The Association, in consideration of Ten and No/100 Dollars (\$10.00), receipt whereof is acknowledged as adequate, good and valuable consideration, does sell, assign, transfer and set over title and ownership to the Village of Western Springs, an Illinois municipal corporation, of the Accepted Public Improvements located within the Common Area of the Heritage Springs Subdivision, Western Springs, Illinois, a Village-approved planned development, and more specifically described as existing in, adjacent to and under a portion of the private street known as Heritage Court Drive and the other portions of the Common Area as shown on the attached As-Built Plan.

The Association covenants to the Village that: (1) the Association is the lawful owner of the accepted Public Improvements; (2) the accepted Public Improvements are free from all liens and encumbrances; (3) the Association has the right to convey title to the accepted Public Improvements; and (4) the Association will defend and hold the Village and its appointed and elected officials, president and trustees, employees, engineers, attorneys, volunteers and representatives harmless against the claims and demands of all persons with regard to ownership of and payment for construction of the accepted Public Improvements; and (5) the execution of this Agreement by the President of the Association is an authorized act of the Association in accordance with the required vote of the members of the Association.

The Association represents and warrants that the Accepted Public Improvements conveyed by this Bill of Sale are in good working condition and that the Accepted Public Improvements are fit for their intended use and purpose. The Association represents and warrants that it has no knowledge or notice of any existing deficiencies or defects in or damage to the Accepted Public Improvements, or of any design or construction deficiencies or defects pertaining to the Accepted Public Improvements. Further, the Association represents and warrants that it has not received any notice from any Federal, State, County or local governmental body or related agency that the Accepted Public Improvements have been designed, installed, constructed, operated or maintained in violation of applicable Federal, State, County or local laws, ordinances or regulations.

IN WITNESS WHEREOF, Ronald E. Lujan, President of Heritage Springs Owners Association, Inc., an Illinois not-for-profit corporation, pursuant to the authority and direction given to him by the members of said corporation, has signed and sealed this Bill of Sale this 24th day of March, 2014.

By: Ronald E. Lujan
Name: _____
President, Heritage Springs Owners Association, Inc.
an Illinois not-for-profit corporation

Village of Western Springs Acceptance

The Village of Western Springs, by action of its corporate authorities, accepts the conveyance of title to and ownership of and maintenance responsibility for the Accepted Public Improvements identified above, and consents to the terms, provisions and obligations set forth in this Agreement.

Dated this 24th day of March, 2014

By: William T. Rodeghier
William T. Rodeghier, Village President

ATTEST:

Jeanine M. Jasica
Jeanine Jasica, Village Clerk

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

NOTARY ACKNOWLEDGEMENT

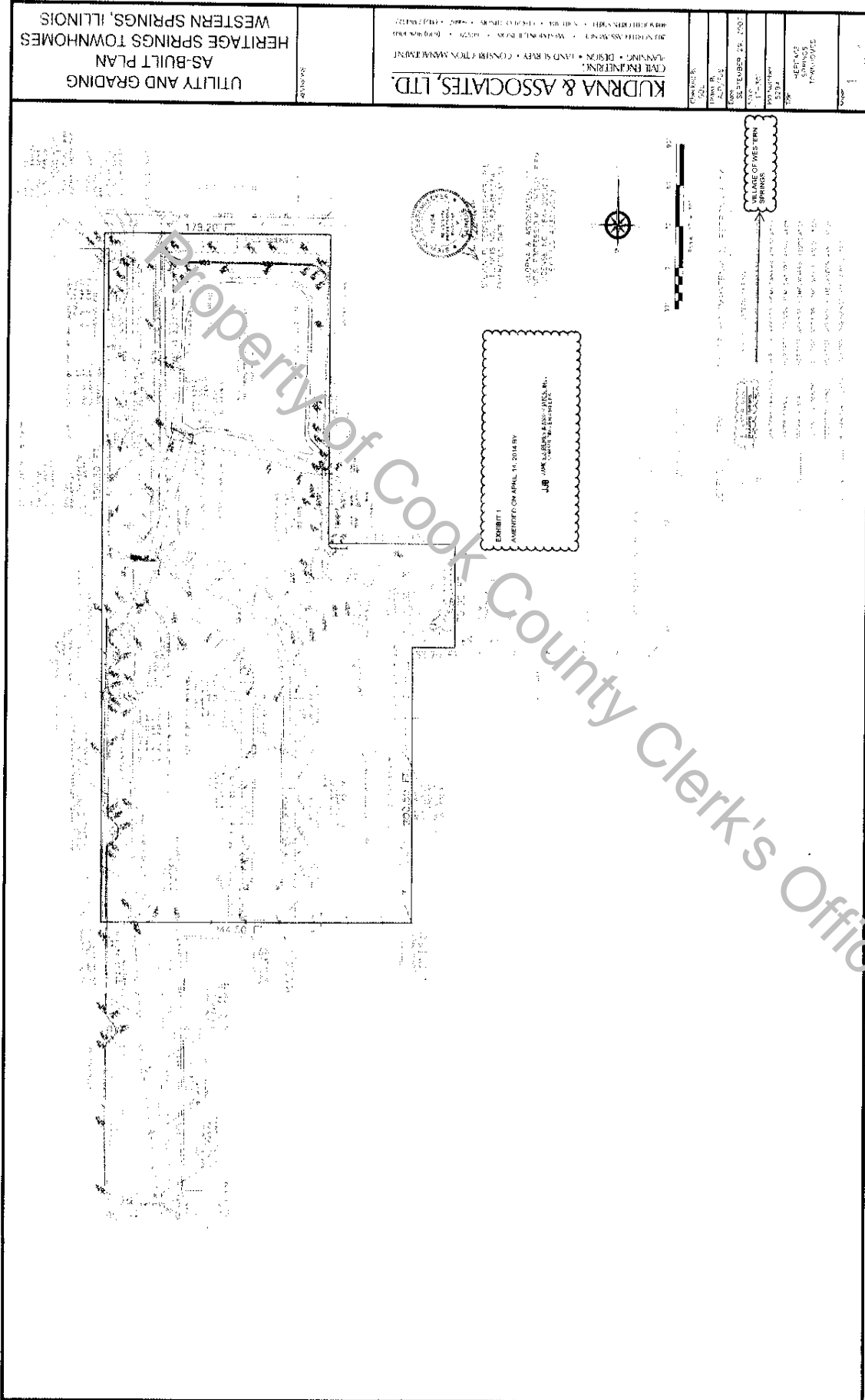
I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that, Ronald E. Lejar, President of Heritage Springs Owners Association, Inc., an Illinois not-for-profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and official seal this 6th day of March, 2014.

Gregory L. Dose
Notary Public



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EXHIBIT "D"

COST SHARING MAINTENANCE AGREEMENT FOR THE PRIVATE STREET (HERITAGE COURT) LOCATED IN WESTERN SPRINGS TOWNHOMES SUBDIVISION

(Project Scope: Maintenance and Replacement Costs for Heritage Court)

(attached)

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COST SHARING MAINTENANCE AGREEMENT FOR THE PRIVATE STREET (HERITAGE COURT) LOCATED IN WESTERN SPRINGS TOWNHOMES SUBDIVISION

(Project Scope: Maintenance and Replacement Costs for Heritage Court)

THIS AGREEMENT is entered into by and between the Village of Western Springs ("Village") and the Heritage Springs Owners Association, Inc. ("Association"), on this 24th day of MARCH, 2014. The Village and the Association are at times herein referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the President and Board of Trustees of the Village and the Association desire to enter into an agreement for sharing maintenance and replacement costs for the private street commonly known as Heritage Court and for Village assistance to the Association in regard to evaluations of other infrastructure systems owned by the Association, pursuant to the terms set forth herein, and

WHEREAS, the Association is the current owner of the Common Area within the Western Springs Townhomes Subdivision (referred to as the "Subdivision" or the "Heritage Springs Subdivision"), which is located south of 55th Street immediately adjacent to the vacated Lawn Avenue right-of-way and west of Wolf Road in Western Springs, Illinois. The Subdivision consists of fourteen (14) single-family townhome units and the Common Area, which are shown on the "Final Plat of Subdivision Western Springs Townhomes" (the "Subdivision Plat"). The Subdivision Plat was filed on March 29, 1999, with the Cook County Recorder of Deeds Office and marked with Recording Number 99297584, and is incorporated herein by reference; and

WHEREAS, the Common Area is legally described as: Common Area shown in the Western Springs Townhomes Subdivision, being a subdivision of the East ½ of the Northeast ¼ of Section 18, Township 38 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded March 29, 1999, as Document No. 99297584 in Cook County, Illinois. PIN: 18-18-200-059. Common address: 5500 Heritage Court, Western Springs, Illinois; and

WHEREAS, based on traffic data provided by the Village staff and the Village Engineer, the President and Board of Trustees of the Village find that Heritage Court, a private street within the Common Area, is used for public traffic ten percent (10%) of the time and further find that a portion of Heritage Court is located within the dedicated 55th Street right-of-way. Heritage Court is further shown on the Utility and Grading As-Built Plan (Heritage Springs Townhomes, Western Springs, Illinois dated September 29, 2007, as amended by James J. Benes & Associates, Inc. dated January 28, 2014), a copy of which is attached hereto as Exhibit "A" (the "As-Built Plan").

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and Sections 1 to 9 of the Intergovernmental Cooperation Act (5 ILCS 220/1 to 220/9), the Parties are authorized to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements, promises and covenants contained in this Agreement, and for other good and valuable

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consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and the Association agree as follows:

- 1.0 **Recitals.** The foregoing recitals are incorporated into this Agreement as substantive provisions of this Agreement.
- 2.0 **Scope of the Agreement.** Heritage Court is a private street as depicted in the As-Built Plan, which is attached hereto as **Exhibit "A"** and made a part of this Agreement. This Agreement shall cover: Ownership of Heritage Court; Annual Maintenance and Street Repairs; Insurance; and Replacement Costs and Bidding/Construction Procedures.
- 3.0 **Obligations of the Parties.** The following terms apply to all of the Work:
 - 3.1 Heritage Court shall remain under private ownership with the Association, and the Association shall continue to insure Heritage Court.
 - 3.2 All annual maintenance of any kind, including but not limited to snow plowing, and all minor and major street repairs, including but not limited to potholes, damaged curbs and catch basin repair/replacement, shall remain the responsibility of the Association.
 - 3.3 In accordance with the determined public use of Heritage Court as ten percent (10%), the Village shall contribute public funds equal to ten percent (10%) of the total replacement or resurfacing cost of Heritage Court, including the costs associated with the preparation of all contracts, design specifications and engineering plans, at the time that such work needs to be performed, as mutually agreed upon by the Parties. The Association shall be responsible for paying ninety percent (90%) of the total replacement or resurfacing cost of Heritage Court.
 - 3.4 The Association shall have the option to bid the street resurfacing or replacement work to a private contractor, or to have the Village include the work in one of its street resurfacing/replacement projects. The Association shall provide the Village with no less than twelve (12) months advance notice that it desires to have a total replacement or resurfacing work performed to Heritage Court so that the Village can budget sufficient funds to pay for its share, which shall equal ten percent (10%) of the total Heritage Court street resurfacing/replacement project cost.
 - 3.5 If the Association opts to have the Heritage Court street resurfacing or replacement work included within a Village street resurfacing/replacement project:
 - 3.5.1 The Village, at its cost, will be responsible for and coordinate the preparation of all contracts, design specifications and engineering plans.
 - 3.5.2 The Association shall be responsible for providing proof that it has immediate access to the funds to pay for its portion of the project costs.
 - 3.5.3 The Village shall oversee and manage the private street resurfacing/replacement project, including but not limited to all management, inspection and coordination of the work.
 - 3.5.4 Any contractor working on said project shall add the Association as an additional insured on its insurance coverage.

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- 3.5.5 The Association shall add the Village as an additional insured under its insurance coverage for the project.
- 3.5.6 The Association shall execute an indemnification agreement for any claims or lawsuits that arise out of the use and operation of the street once resurfaced or replaced.
- 3.5.7 All bid specifications related to the street resurfacing/replacement work to be performed to Heritage Court shall be in compliance with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*
- 3.5.8 The Association shall pay to the Village, within thirty (30) days of the date of any invoice received from the Village, the Association's ninety percent (90%) share of all costs for change orders, progress payments and final payments relative to the street resurfacing or replacement work.
- 3.5.9 The Village will take appropriate steps to timely pay each contractor and consultant to avoid the filing of any mechanics liens or lawsuits against the Village or the Association relative to the street resurfacing or replacement work. Where appropriate, the Village will obtain waivers of lien in exchange for payments to contractors and consultants for such work.
- 3.5.10 The Association grants to the Village and its contractors all necessary, temporary, non-exclusive access easement rights in, over, under and across the Common Area for purposes of staging and storing equipment and materials for the project(s), and completing any of the street resurfacing or replacement work.
- 3.6 If the Association opts to bid and award the street resurfacing or replacement work to a private contractor, the Village shall have the opportunity to review the Association's bid specifications, all contracts, design specifications and engineering plans, which all shall be approved by the Village in advance in order for the Village to pay its share, which shall equal ten percent (10%) of the total Heritage Court street resurfacing/replacement project cost. Because of the Village's contribution of public funds to the project, the street resurfacing or replacement work to Heritage Court shall be bid and performed by the Association's contractor in compliance with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* The Village shall also have the authority to inspect the work to ensure compliance with the plans. The Association shall also execute an indemnification agreement for any claims or lawsuits that arise out of the use and operation of the street, once resurfaced or replaced.
- 3.7 In the event that Heritage Court develops potholes, upon written notice from the Association, the Village agrees to schedule and have its street repair contractor use cold patch to repair such potholes during the Village's regular street repair schedule performed by the Village's contractor at the Village's cost, subject to the Village determining that cold patch is an appropriate repair solution for the potholes. If cold patch is not a proper solution, then the Village shall notify the Association in writing of its determination and the Association shall be responsible for all costs of other pothole repair to Heritage Court.
- 3.8 Ownership and maintenance of the private storm water sewer system within the Subdivision (the "Storm Sewer System"): The Association owns and is

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responsible for all of the maintenance, repair and replacement obligations in regard to the Storm Sewer System, which is a 36 inch private storm water sewer system shown on the attached As-Built Plan (**Exhibit "A"**), up to its connection point(s) to the Village's public storm water sewer main line at the west property line of the Subdivision. The Village is responsible for the ownership, maintenance, repair and replacement of the public storm water sewer main line located in the 55th Street right-of-way, as shown on the attached As-Built Plan.

3.8.1 In the event of a collapse or other damage or disruption to the operation of the Storm Sewer System, the Village agrees to provide to the Association Village staff consultation and a preliminary engineering assessment in relation to identifying and resolving the collapse, damage or disruption. The value of engineering services provided under this subsection 3.8.1 shall not exceed \$1,000.00 per incident. If any testing (e.g., soil samples, lab analysis, video recording, etc.) is required to evaluate the Storm Sewer System, the tests shall be arranged by the Association and the costs of such testing shall be paid for by the Association and such costs are not included within the scope of the Village staff consultation or the engineering services mentioned above. No portion of the costs allocated above for the preliminary engineering assessment shall be used to pay for any repair costs to resolve the collapse, damage or disruption to the Storm Sewer System.

3.9 In the event that the Association experiences operational issues or disruptions to parts of the Association's private infrastructure systems within the Subdivision, the Village agrees to provide to the Association Village staff consultation and a preliminary engineering assessment in relation to resolving the operational issues or disruption to the Association's impacted infrastructure system(s). The value of engineering services provided under this subsection 3.9 shall not exceed \$1,000.00 per incident. If any testing (e.g., soil samples, lab analysis, video recording, etc.) is required to evaluate the incident, the tests shall be arranged by the Association and the costs of such testing shall be paid for by the Association and such costs are not included within the scope of the Village staff consultation or the engineering services mentioned above. No portion of the costs allocated above for the preliminary engineering assessment shall be used to pay for any repair costs to resolve any operational issues or disruptions to the Association's private infrastructure systems within the Subdivision.

4.0 **Term of Agreement.** This Agreement will commence on the date that the last signatory executes this Agreement, after it has been approved by each Party, and shall continue until it is terminated by either or both Parties.

5.0 **Mutual Indemnification.** To the fullest extent permitted by law, the Parties shall indemnify, protect, defend and hold harmless each other and its and their past and present appointed and elected officials, Village and Association presidents, trustees, directors, agents, officers, representatives, attorneys, engineers, contractors, volunteers, members, successors or predecessors, and each Party's respective interest in any property, from and against any and all claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, and costs and expenses of any kind, including, without limitation, orders, damages, judgments, fines, forfeitures, amounts paid in settlement, and attorneys' fees and litigation costs relating to, arising out of or

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alleged to have occurred in whole or in part in connection with any matters covered by this Agreement. This Section shall be interpreted as broadly as possible under state and federal law.

- 6.0 **Termination; Breach.** This Agreement may be terminated by either Party upon thirty (30) days' written notice if the other Party should fail substantially to perform in accordance with the terms of this Agreement and then fails to cure such non-performance within the 30-day notice period. In the event that either Party breaches this Agreement and the breach is litigated before a court of law or an arbitration agency, the non-prevailing Party shall be liable to the prevailing Party for the prevailing Party's reasonable attorneys' fees and costs of suit incurred by the prevailing Party as determined by the presiding judge or arbitrator. Each Party shall be entitled to any and all remedies at law and in equity under this Agreement.
- 7.0 **Compliance With Laws.** The Parties agree to observe and comply with all applicable federal, state and local laws, codes and ordinances.
- 8.0 **General Provisions.**
- 8.1 **Amendments and Modifications.** Any amendment or modification of this Agreement must be in writing and agreed to by both Parties. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by each Party or an authorized representative thereof. No waiver by either Party regarding any breach of a condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions of this Agreement or other breaches of this Agreement.
- 8.2 **Entire Agreement.** This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. The Parties agree and acknowledge that this Agreement has been approved and authorized by the legally constituted Board of Trustees of each of the Parties by appropriate legislative action.
- 8.3 **Severance.** The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof; provided, however, that if permitted by applicable law, any invalid, illegal or unenforceable provision may be considered in determining the intent of the Parties with respect to the provisions of this Agreement.
- 8.4 **Notices.** Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via email, telecopy or facsimile transmission; or (d) three (3) calendar days after the sender deposits the notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

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All notices to the Village shall be directed to:

Patrick R. Higgins, (or the then-current) Village Manager
 Village of Western Springs
 740 Hillgrove Avenue
 Village of Western Springs
 Western Springs, Illinois 60558
 (708) 246-1800 ext. 169
 (708) 246-0284 (facsimile)
phiggins@wsprings.com

All notices to Association shall be directed to:

Chris Soule
 Heritage Springs Owners Association, Inc.
 5533 Heritage Court
 Western Springs, Illinois 60558
 (708) 246-5611 (home)
 (708) 204-9299 (cell)
soule45@msn.com

And to the Agent for the Association then-listed in the records of the Illinois Secretary of State (www.cyberdriveillinois.com).

- 8.5 Construction and Governing Law. Construction and interpretation of this Agreement shall be governed by the laws of the State of Illinois. The Parties acknowledge that they have had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement. Neither Party, by entering into this Agreement, waives any immunity provided by local, state or federal law.
- 8.6 Counterparts. This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- 8.7 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors of the Parties as if each was a Party to this Agreement. Neither Party shall have the right to assign the terms of this Agreement, without the prior written approval of the other Party. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.
- 8.8 FOIA. Section 7(2) of the Illinois Freedom of Information Act (FOIA) (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA

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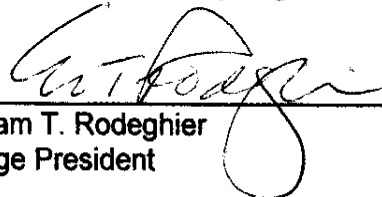
request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. To the extent necessary, the Village may request additional time to respond to a FOIA request and will make such request if, after review of a FOIA request and upon consultation with the Association, it is determined that additional time is needed by the Parties to respond to the FOIA request. The Association acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Association's possession and to provide the requested public records to the Village within three (3) business days. The Association agrees to indemnify and hold harmless the Village of Western Springs from all claims, costs, penalties, losses and injuries (including, but not limited to, attorneys' fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement or in defending the release of records at the Association's request.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.


IN WITNESS, the Parties hereto have caused this Agreement to be executed by the properly authorized officials as of the dates and year listed below.

Village of Western Springs, Illinois

Heritage Springs Owners Association, Inc.



William T. Rodeghier
Village President



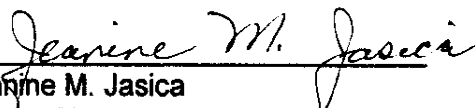
Name: _____
President

Date: 3/24/14, 2014


Date: 3-24, 2014

ATTEST:

ATTEST:



Jeanine M. Jasica
Village Clerk
Village of Western Springs, Illinois



Name: _____
Secretary

Date: 3/24/14, 2014

Date: 3-24, 2014

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Exhibit "A"

**Utility and Grading As-Built Plan
(Heritage Springs Townhomes, Western Springs, Illinois
dated September 29, 2007,
as amended by James J. Benes & Associates, Inc.
dated January 28, 2014) (the "As-Built Plan")**

(attached)

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Property of Cook County Clerk's Office

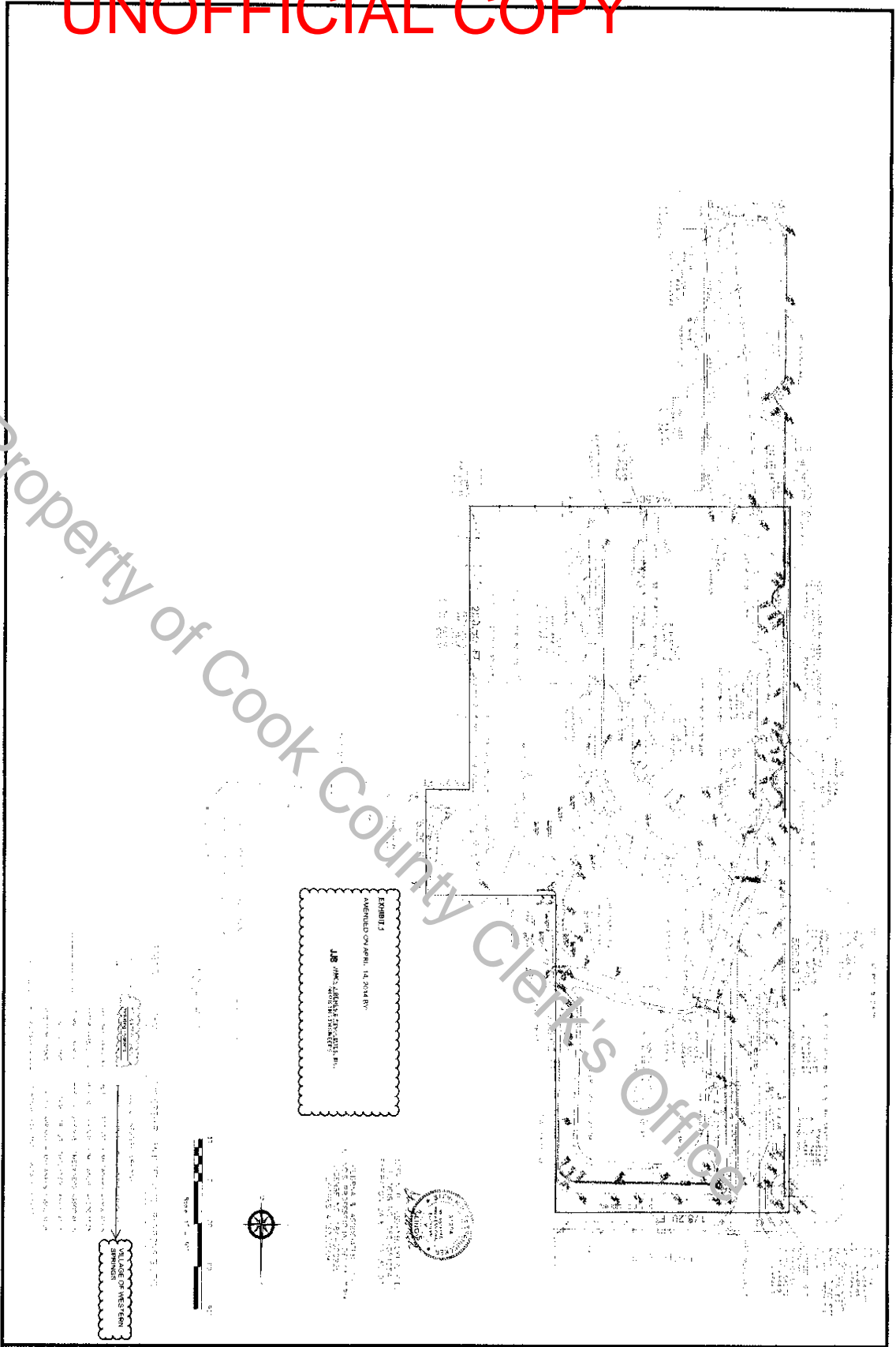


EXHIBIT 1
 AMENDED ON APRIL 14, 2014 BY
 J.B. JONES, ARCHITECT, INC.

MUNICIPALITY OF WEST SPRINGFIELD
 HERITAGE SPRINGS



DATE 10/1/11	DRAWN BY J.B. JONES CHECKED BY J.B. JONES DATE SEPTEMBER 22, 2011	KUDRNA & ASSOCIATES, LTD. CIVIL ENGINEERING, PLANNING • DESIGN • LAND SURVEY • CONSTRUCTION MANAGEMENT 2012 NORTH WYOMING • WEST PALM BEACH, FL 33411 • PH: 561.846.1996 08150 THE BURNING • SUITE 101 • 11201 S. HICKORY • DALLAS, TX 75244 • PH: 214.734.1222	PROJECT UTILITY AND GRADING AS-BUILT PLAN HERITAGE SPRINGS TOWNHOMES WESTERN SPRINGS, ILLINOIS
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