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Doc# 1822213023 Fee \$50.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/10/2018 12:00 PM PG: 1 OF 7

PIN
24-30-106-002-0000

This document prepared by David L. Shaw
601 Skokie Blvd
Northbrook, IL 60062

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AGREEMENT

This Agreement is made as of the 10th day of AUGUST, 2018, by and between the City of Palos Heights, an Illinois municipal corporation ("City") and S-K Palos Heights Opportunity II, LLC, a Delaware limited liability company ("Owner"):

RECITALS:

- A. Owner is the owner of the real property located in the City and legally described on Exhibit A attached hereto and made part hereof;
- B. Owner is in the process of developing the Property as a mixed use Planned Unit Development ("Development") pursuant to Ordinance 0-03-17 adopted by the City on February 21, 2017, and in conjunction with its development, has submitted for approval by the City a Plat of Subdivision ("Plat") a copy of which is attached hereto as Exhibit B.
- C. As part of its construction, Owner will install on-site watermains ("Mains") to serve the Development, which mains shall be installed on the Property pursuant to final engineering plans approved by the City;
- D. Owner has requested that the Mains, when completed, be accepted by the City as part of its municipal water system, and the City has agreed to accept such water mains, subject to the terms and conditions set forth below.

AGREEMENT:

In consideration of the mutual undertakings set forth herein, the parties hereby agree as follows:

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1. Recitals A through D above are incorporated into this Agreement as material terms hereof;
2. Owner shall complete the installation of the Mains and seek inspection and acceptance thereof by the City. Such installation, inspection and acceptance process shall be as set forth in Title XV, Chapter 152 of the City Code.
3. From and after the final acceptance of the Mains by the City, the City shall be responsible for the maintenance, repair and replacement of the Mains as part of, and in the same manner as other sections of the City's water distribution system.
4. The foregoing notwithstanding, Owner agrees that the cost of any maintenance, repairs and replacement of the Mains (the "Work") shall be the responsibility of Owner, and Owner shall reimburse the City for such costs not later than Forty-five (45) days after receipt of the City's invoice therefor, accompanied by reasonable supporting itemization and materials. To the extent the Work necessitates the employment of a third party consultant or contractor, the City shall use reasonable efforts to obtain such services at competitive market rates. If the City shall utilize its personnel and equipment to perform such Work, it shall charge Owner the lower of its published rate (if any) for such services or at comparable market rates. In the event Owner shall fail to pay any such invoice on a timely basis, then the City shall, after 15 days prior written notice to Owner, have the right to assert and record a lien for such amount against Lot 1 (as shown on the Plat) and to pursue such other remedies available at law.
5. Restoration of the Property resulting from the Work shall be the responsibility of Owner; provided, however, that the City shall leave the Work site in a clean and safe condition.
6. The City acknowledges that the cost of maintenance, repair and replacement of those portions of the Mains installed by Owner within public rights of way shall not be subject to reimbursement by Owner.
7. Owner shall establish on the Plat prior its recordation, such easements in favor of the City, over, across and under the Property, as shall be necessary to perform the City's obligations hereunder. Such easements shall be subject to the City's prior review and approval.
8. The terms and conditions of this Agreement shall be binding on the parties and their respective successors and assigns; provided, however, that Owners successors hereunder shall be deemed to be the owners of Lot 1 on the Plat.
9. The terms and conditions of the Agreement shall be binding and effective so long as potable water service is being provided to the Property by the City.
10. The laws of the State of Illinois shall govern the interpretation, validity, performance and enforcement of this Agreement.


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- 11. The grantee of Lot 1 or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original Owner or from a subsequent owner of such Lot, shall accept such deed or contract subject to each and all of the terms and obligations contained herein.
- 12. The terms hereof shall be deemed to run with the land. This Agreement is to be recorded in the Office of the Recorder of Deeds of Cook County, Illinois, and the parties hereby consent to such recording.

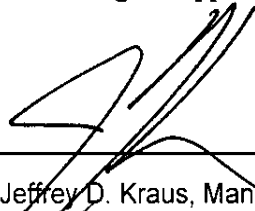
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

City of Palos Heights
By: Robert S. Straz, Mayor

S-K Palos Heights Opportunity II, LLC



Attest: *Thomas A. Kentz*

By: 

By Jeffrey D. Kraus, Manager

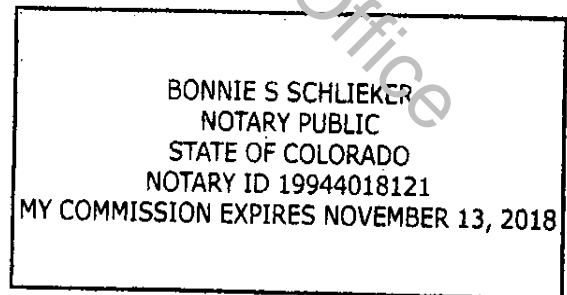
By: *Patricia M. Sheppard*
Deputy Clerk

State of Colorado
City and County of Denver

The foregoing instrument was acknowledged before me this 18th day of July, 2016 by Jeffrey D. Kraus as manager of S-K Palos Heights Opportunity II, LLC.

Bonnie S. Schlieker

Notary Public



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EXHIBIT A

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 19 AND THE NORTHWEST QUARTER OF SECTION 30, ALL IN TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE SANITARY DISTRICT OF CHICAGO PER CONDEMNATION CASE 313323C DATED MAY 15, 1912, BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF HARLEM AVENUE PER INSTRUMENT RECORDED MAY 4, 1933 AS DOCUMENT 11231375 (SAID EAST LINE BEING 50.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 19), WITH SAID SOUTHERLY LINE OF THE SANITARY DISTRICT OF CHICAGO PER CONDEMNATION CASE 313323C DATED MAY 15, 1912 (SAID SOUTHERLY LINE DESCRIBED AS "BEGINNING AT A POINT IN THE WEST LINE OF SAID SECTION 19, 460 FEET NORTH OF THE SOUTHWEST CORNER THEREOF AND RUNNING THENCE SOUTHEASTERLY TO A POINT IN THE EAST LINE OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID POINT BEING 1080 FEET SOUTH OF THE NORTHEAST CORNER THEREOF"); THENCE SOUTH 74 DEGREES 59 MINUTES 14 SECONDS EAST (BEING AN ASSUMED BEARING FOR THIS LEGAL DESCRIPTION) ALONG SAID SOUTHERLY LINE OF THE SANITARY DISTRICT OF CHICAGO, A DISTANCE OF 2345.25 FEET TO THE INTERSECTION OF SAID SOUTHERLY LINE OF THE SANITARY DISTRICT OF CHICAGO PER CONDEMNATION CASE 313323C DATED MAY 15, 1912 WITH THE NORTHERLY LINE OF 119TH STREET PER INSTRUMENT RECORDED JANUARY 30, 1933 AS DOCUMENT 11194076; THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE OF 119TH STREET, BEING A CURVED LINE CONVEX NORTHERLY AND HAVING A RADIUS OF 10467.50 FEET, AN ARC DISTANCE OF 2236.94 FEET TO A POINT OF REVERSE CURVATURE (THE CHORD OF SAID ARC BEARS SOUTH 84 DEGREES 31 MINUTES 54 SECONDS WEST, 2232.68 FEET); THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 28.98 FEET, AN ARC DISTANCE OF 44.79 FEET TO A POINT OF TANGENCY WITH THE EAST LINE OF HARLEM AVENUE PER INSTRUMENT RECORDED MAY 4, 1933 AS DOCUMENT 11231375 (THE CHORD OF SAID ARC BEARS NORTH 46 DEGREES 22 MINUTES 49 SECONDS WEST, 40.46 FEET); THENCE NORTH 02 DEGREES 06 MINUTES 24 SECONDS WEST ALONG SAID EAST LINE OF HARLEM AVENUE, A DISTANCE OF 367.09 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS
(CONTAINING 350,626 SQUARE FEET OR 8.0493 ACRES)

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FINAL SUBMISSION PLAT

SPECTRUM PALOS HEIGHTS SUBDIVISION

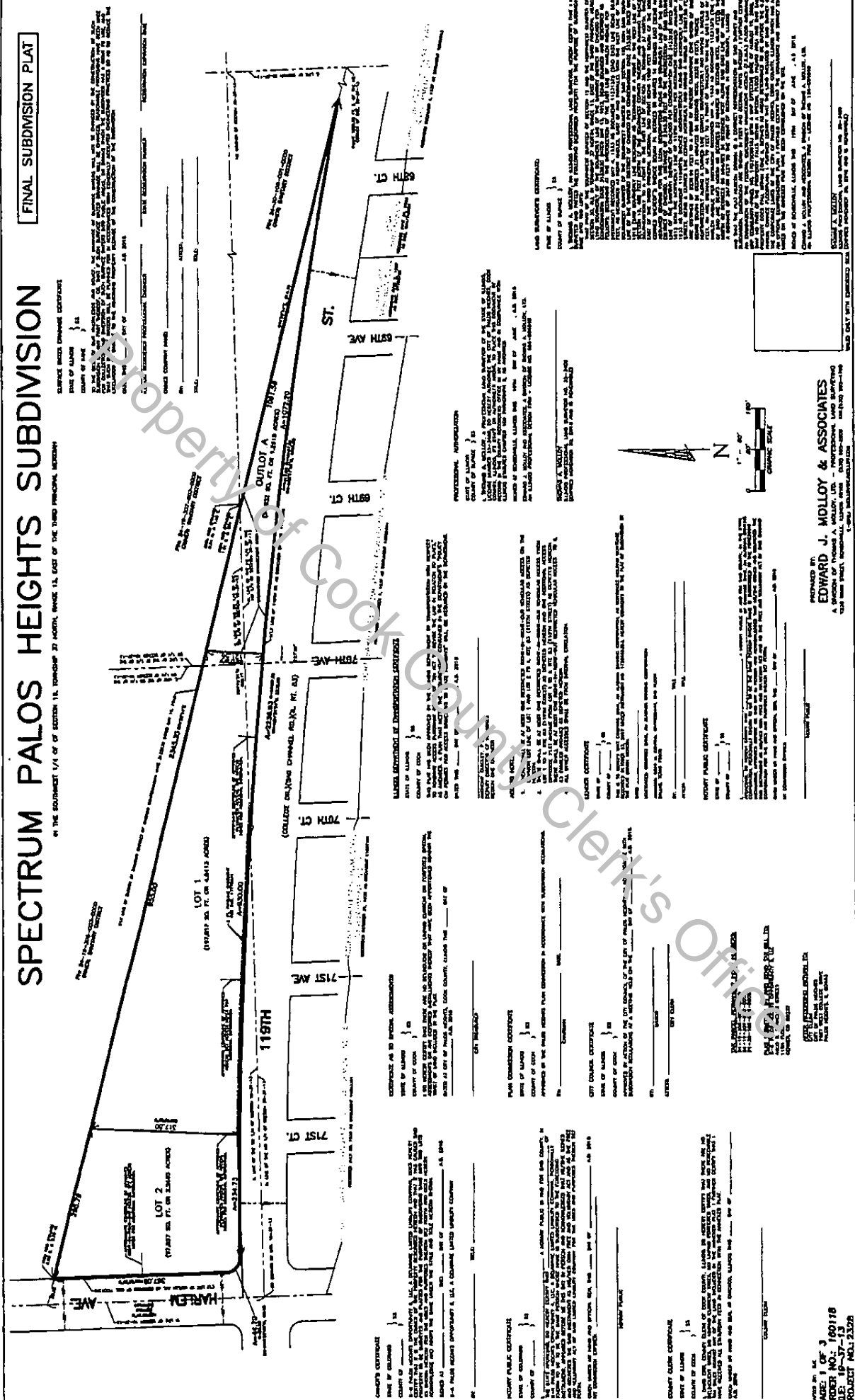
IN THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 22 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN

DATE OF PLAT: 11/13/2018

COUNTY OF WABASH: INDIANA

PLAT NO: 18-37-13

PROJECT NO: 18-0118



OWNER'S CERTIFICATE
 I, the undersigned, being the owner of the above described premises, do hereby certify that the above plat is a true and correct copy of the original plat as recorded in the office of the County Clerk of Wabash County, Indiana, and that the same is in accordance with the provisions of the laws of the State of Indiana relating to the subdivision of land.

WITNESSED my hand and seal of office this 11th day of November, 2018.

 COUNTY CLERK

PLAT CORRECTION CERTIFICATE
 I, the undersigned, being the owner of the above described premises, do hereby certify that the above plat is a true and correct copy of the original plat as recorded in the office of the County Clerk of Wabash County, Indiana, and that the same is in accordance with the provisions of the laws of the State of Indiana relating to the subdivision of land.

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 COUNTY CLERK

PREPARED BY:
EDWARD J. MDOLLOY & ASSOCIATES
 1000 N. WABASH AVENUE
 WABASH, INDIANA 46787-1000
 PHONE: 765-928-1000
 FAX: 765-928-1001
 WWW: WWW.EDJMDOLLOY.COM

