

UNOFFICIAL COPY



Doc# 1828916007 Fee \$48.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/16/2018 09:54 AM PG: 1 OF 6

ONSITE UTILITY MAINTENANCE AGREEMENT

WHEREAS, Heart's Place LP, an Illinois Limited Partnership, or its affiliates, ("RESPONSIBLE ENTITY") is the legal title holder of the following described real estate commonly referred to as **120 W. Boeger Drive**, Arlington Heights, Illinois, 60004, containing 0.93 acres, more or less, situated in the Village of Arlington Heights, Illinois and legally described as follows: (the "PROPERTY"):

*** Insert legal description, or attach as Exhibit A ***

PIN Numbers: 03-08-100-053
 03-08-100-054

WHEREAS, Heart's Place LP ("OWNER") desires to develop the PROPERTY; and

WHEREAS, it is necessary to service said parcel with **sanitary sewers, storm sewers and stormwater management facilities, domestic water mains**; and

WHEREAS, the **sanitary sewers, storm sewers and stormwater management facilities, and domestic water mains** servicing the property are not located within public rights-of-way or dedicated easements; and

WHEREAS, the Village of Arlington Heights ("VILLAGE") does not maintain **sanitary sewers, storm sewers and stormwater management facilities, or domestic water mains** on privately owned property; therefore

CCRD REVIEW

UNOFFICIAL COPY

1. It is hereby AGREED by the RESPONSIBLE ENTITY, its successors and assigns that at no expense to the VILLAGE, the RESPONSIBLE ENTITY, its successors and assigns shall:

- a. Maintain all sanitary sewers and appurtenances thereunto appertaining located upon said premises, all as shown on the Final Engineering Plans prepared by Eriksson Engineering Associates, LTD. dated 07/31/2018 or as amended, and approved by the VILLAGE, or any amended plans as agreed to and approved by both parties, copies which are on file with the Engineering Department of the VILLAGE.
- b. Maintain the water service line and appurtenances from the valve at the water main to the building. The Village will maintain the proposed hydrant assembly in the public ROW.
- c. Maintain all storm sewers and appurtenances, including detention vault, located upon said premises.
- d. Maintain the utilities as itemized above in accordance with the latest edition of the Village of Arlington Heights Municipal Code.
- e. Maintain all private roadways, parking areas, and pavement lighting facilities located on said premises as shown on said Final Engineering Plans in accordance with the latest edition of the Village of Arlington Heights Municipal Code.

2. It is further AGREED that should the RESPONSIBLE ENTITY not properly maintain the aforementioned **sanitary sewers, storm sewers and stormwater management facilities, or domestic water mains** in accordance with the requirements of the VILLAGE, or should they allow a public nuisance to exist, written notification shall be given to the RESPONSIBLE ENTITY advising that after ten (10) days if the RESPONSIBLE ENTITY is not in compliance with the applicable requirements, the VILLAGE is hereby authorized, but not required, to enter upon the property to correct deficiencies and to place a lien against said property until such time that the VILLAGE has been fully reimbursed for its expenses in correcting these deficiencies; and

3. It is further AGREED that, barring a need for immediate action, should the RESPONSIBLE ENTITY not begin corrective action within four (4) hours of notification of an emergency situation where property damage is occurring or is in imminent danger of occurring as a result of dysfunction of the **sanitary sewers, storm sewers and stormwater management facilities, or domestic water mains**, the VILLAGE is hereby authorized, but not required, to enter upon the property to correct deficiencies and to place a lien against said property until such time that the VILLAGE has been fully reimbursed for its expenses in correcting these deficiencies; and

4. It is further AGREED that the RESPONSIBLE ENTITY shall save the VILLAGE harmless from any and all claims for damages resulting from the VILLAGE interrupting service to

UNOFFICIAL COPY

the property due to the failure of the RESPONSIBLE ENTITY to perpetually maintain the systems as described above and any other claims or damages arising out of this Agreement and the ownership of the facilities described herein.

5. This Agreement shall be binding between all successors and assigns and shall be a covenant running with the land as here and before legally described.

6. This Agreement shall be recorded in Cook County, Illinois.

7. Any written notice or communication under this Agreement shall be addressed in each case as follows:

To the Responsible Party: Heart's Place LP
2001 Waukegan Road, P.O. Box 480
Techy, Illinois 60082
Attn: Richard Koenig

With a copy to: NEF Assignment Coporation
10 South Riverside Plaza, Suite 1700
Chicago, Illinois 60606
Attn: General Counsel

With a copy to: Village Bank & Trust
234 West Northwest Highway
Arlington Heights, Illinois 60004
Attn: Stephanie Moister


This Agreement is entered into the 18th day of SEPTEMBER, 2018.

UNOFFICIAL COPY

For: Heart's Place LP,
an Illinois limited partnership

By: Heart's Place GP, LLC,
an Illinois limited liability company,
its general partner

By: Housing Opportunity Development Corporation,
an Illinois not-for-profit corporation,
its member

By: 
Name: Richard Koenig
Its: Executive Director

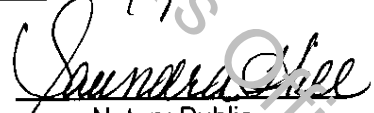
State of Illinois
County of Cook SS,

I, Saundra Hill, a Notary in and for said County, in the State

aforsaid, CERTIFY that Richard Koenig personally known to me to be the same person whose name is subscribed on the foregoing instrument appeared before me this day in person and acknowledged that (s)he signed, sealed, and delivered said instrument as their free and voluntary act, and as the voluntary act of

Heart's Place LP, an Illinois Limited Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 17th day of September, 2018.


Notary Public



UNOFFICIAL COPY

For: Village of Arlington Heights,
an Illinois municipal corporation

Name: Randy Recklaus

Signature: *Randy Recklaus*

Title: Village Manager

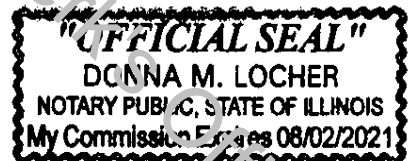
State of Illinois)
) SS
County of Cook)

I, DONNA M. LOCHER, a Notary in and for said County, in the State

aforesaid, CERTIFY that RANDY RECKLAUS personally known to me to be the same person whose name is subscribed on the foregoing instrument appeared before me this day in person and acknowledged that (s)he signed, sealed, and delivered said instrument as their free and voluntary act, and as the voluntary act of the **Village of Arlington Heights, an Illinois municipal corporation**, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 18th day of SEPTEMBER, 2018.

Donna M. Locher
Notary Public



UNOFFICIAL COPY

Exhibit "A"

Legal Description

Lot 1 in Hearts Place Resubdivision, being a resubdivision of lots 2 and 3 in Hardee's Dundee road Resubdivision; being a subdivision of parts of the Northwest 1/4 of the Northwest 1/4 and the North 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 8, Township 42 North, Range 11 East of the Third Principal Meridian, according to the Plat thereof recorded July 30, 2018 as document 1821145026, in Cook County, Illinois.

PIN Numbers:

03-08-100-053-0000

03-08-100-054-0000

COOK COUNTY
RECORDER OF DEEDS

Property of Cook County Clerk's Office