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MEMORANDUM OF AGREEMENT

Citizens Utilities Company of Illinois ("Citizens") has entered into a Water Service Agreement dated June 13, 1980 with Euclid Trails Development ("Developer") with respect to the real estate ("Subdivision") described on Exhibit A attached hereto and made a part hereof.

Under this Water Service Agreement, Citizens has agreed to provide facilities necessary to furnish water service to all structures within the Subdivision, and to furnish such service; and Developer has agreed that Citizens shall provide such service; and Developer has agreed to advance funds and to grant Citizens perpetual easements for the facilities to be constructed to provide water service in and to the Subdivision, all under the terms and conditions of the Agreement.

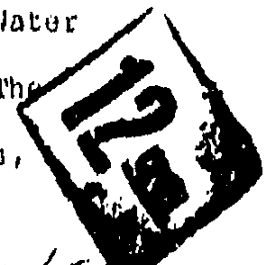
DEPT-01 RECORDING \$12.00
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HUBBARD # 24 * 494-493313
CODE COUNTY RECORDER

Paragraph 10 of the Agreement states as follows:

"This Agreement shall be binding upon and inure to the benefit of Citizens and Developer and their respective successors and assigns. However, this Agreement may not be assigned by Developer without the approval of Citizens obtained in writing in advance of assignment. In the event of a transfer of all or any part of the lands shown in Exhibit "A" hereto, Developer, without in any way being relieved of any of its obligations hereunder, shall require that the transferee also become obligated to Citizens for the performance of all of the terms of this Agreement, which obligation Developer shall require said transferee to acknowledge to Citizens in writing in language satisfactory to counsel for Citizens."

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The parties also entered into an Addendum to the Water Service Agreement, which Addendum is dated June 13, 1980. The Addendum, in part, provides that in lieu of advance of funds,



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the Developer will construct all water facilities provided for in the Water Service Agreement necessary for Citizens to provide adequate water service to all structures to be located on the Subdivision.

Paragraph 20 of the Addendum states as follows:

"This Agreement shall be binding upon and inure to the benefit of Citizens and Developer and their respective successors and assigns. However, this Agreement may not be assigned by Developer to other than affiliated companies without the approval of Citizens obtained in writing in advance of assignment. In the event of a transfer of all or any part of the area Subdivision, Developer, without in any way being relieved of any or all of its obligations hereunder, shall require as a condition that the transferee become obligated to Citizens for performance of all the terms of this Agreement and will require said transferee to acknowledge such obligation to Citizens in writing."

Both the Water Service Agreement and Addendum provide that a Memorandum thereof may be recorded.

WHEREFORE, Citizens has caused the Memorandum of the Water Service Agreement and the Addendum thereto to be prepared and executed this 22nd day of October, 1986.

Respectfully submitted,

CITIZENS UTILITIES COMPANY
OF ILLINOIS

By Chapman and Cutler
Its Attorneys

Daniel J. Kucera
CHAPMAN AND CUTLER
111 West Monroe Street
Chicago, Illinois 60603
(312) 845-3757

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EXHIBIT A

Euclid Trails planned unit development of the West one-half, as measured on the North and South lines thereof, of that part of the Southwest quarter of the Northeast quarter of Section 26, Township 42 North, Range 11 East of Third Principal Meridian, which lies East of the West 66.0 feet of said quarter, quarter Section, excepting therefrom that part thereof heretofore dedicated for Euclid-Lake Avenue as per Document number 12599682, in Cook County, Illinois.

P.I. Nos.	03-26-206-001	03-26-207-032
	03-26-206-002	03-26-207-033
	03-26-206-003	03-26-207-034
	03-26-206-004	03-26-207-035
	03-26-206-005	03-26-207-036
	03-26-206-006	03-26-207-037
	03-26-206-007	
	03-26-206-008	03-26-208-001
		03-26-208-002
	03-26-207-001	03-26-208-003
	03-26-207-002	03-26-208-004
	03-26-207-003	03-26-208-005
	03-26-207-004	03-26-208-006
	03-26-207-005	03-26-208-007
	03-26-207-006	03-26-208-008
	03-26-207-007	03-26-208-009
	03-26-207-008	
	03-26-207-009	03-26-209-001
	03-26-207-010	03-26-209-002
	03-26-207-011	03-26-209-003
	03-26-207-012	03-26-209-004
	03-26-207-013	03-26-209-005
	03-26-207-014	03-26-209-006
	03-26-207-015	03-26-209-007
	03-26-207-016	03-26-209-008
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	03-26-207-031	

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