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AGREEMENT


THIS AGREEMENT made this 8th day of April, 1986, by and between FIRST NATIONAL BANK OF NORTHBROOK, as Trustee under Trust Agreement No. 318, dated Feb. 4, 1986 hereinafter referred to as "Trustee"; and H & L BUILDERS, INC., an Illinois Corporation, hereinafter referred to as "Developer", and the TOWN OF NORTHFIELD, Cook County, Illinois, a civil Township, hereinafter referred to as "Township".


WITNESSETH:

WHEREAS, the Developer proposes to subdivide a parcel of land hereinafter referred to as the Tract, comprised of the land hereinafter legally described, the legal title to which is held by the Trustee. Said Tract is wholly contained within the Township of Northfield and has been accepted for annexation and for subdivision by the Village of Glenview into a subdivision consisting of two (2) phases having in the aggregate a total of twenty-eight (28) Lots. Phase I consists of Lots 8 through 22 in the proposed subdivision and the balance of the lots comprise Phase II.

LEGAL DESCRIPTION

The North one-half of the South one-half of the East one-half of the East one-half of the North West one-quarter (Except the West 100 feet of the East 150 feet of the South 100 feet of the North 166 feet thereof) of Section 33, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 04-33-101-030-0000 

WHEREAS the Township is providing sanitary sewer service to  Tract being developed by the Developer; and

WHEREAS the parties have agreed upon the amount and method of payment of fees for such service and it is the desire of the parties to place of

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public record their Agreement so that it is binding upon all parties and their successors and assigns.

THEREFORE, in consideration of the mutual covenants contained herein and the facilities to be provided by the Township and the payment to be made by the Developer, it is agreed as follows:

1. The Developer does hereby agree to pay to the Township the sum of SIXTY-TWO THOUSAND DOLLARS (\$62,000.00) as follows:
 - (A) The sum of THIRTY-TWO THOUSAND DOLLARS (\$32,000.00) to be paid at the earliest of:
 1. Sixty (60) days after the date of this Agreement; or
 2. Upon the signing, at the request of the Subdivider, of the fifth Metropolitan Sanitary District's Sewer Permit by the Township for the development of the lots upon the Tract.
 - (B) The payment of THIRTY THOUSAND DOLLARS (\$30,000.00) plus eight percent (8%) interest on the unpaid balance commencing from the date of this Agreement to be due no later than April 7, 1987.
2. It is agreed that if any lots are sold from Phase II of the Developer's Tract prior to April 7, 1987, then the Developer, or his successors and assigns in interest, shall pay to the Township upon said sale or upon the Township's signing a permit for the Metropolitan Sanitary District for said lot, whichever is earlier, the sum of TWO THOUSAND THREE HUNDRED DOLLARS (\$2,300.00) per lot plus accrued interest thereon. Upon any such payment, the \$30,000.00 sum due on April 7, 1987, shall be reduced by the principal payments made under this provision.
3. Upon payment as above provided, the appropriate Lots or Tract shall no longer be subject to the Agreement and upon request, the Township shall provide written releases or termination of this Agreement as appropriate. Upon payment as provided in Paragraph 1-A above, all Phase I Lots shall no longer be subject to this Agreement.

MILLER, FOREST,
DOWNING AND
MUSZAGH, LTC
ATTORNEYS AT LAW
800 WAUKEGAN ROAD
GLENVIEW, ILLINOIS 60025
(312) 728-3320

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4. The payments provided for herein are exclusive of and do not include any tap-on fees or periodic user charges that are provided for by ordinance.

This Agreement shall inure to the benefit of and be binding upon the heirs, assigns, and legatees of the parties hereto and is intended to run with the land.

Executed this 8th day of April, 1986.

TOWN OF NORTHFIELD, a civil
Township

By: [Signature]

ATTEST:

Michael H. Victory

FIRST NATIONAL BANK OF NORTHBROOK
as Trustee under Trust Agreement
dated Feb. 4, 1986 and known as Trust
No. 318

By: [Signature]

ATTEST:

[Signature] ATD

H & L BUILDERS, INC.

By: [Signature]

President

ATTEST:

[Signature]
Secretary

MILLER, FOREST,
DOWNING AND
HUSZAGH, LTD
ATTORNEYS AT LAW
300 WAUKEGAN ROAD
GLENVIEW, ILLINOIS 60025
(312) 729-3380

This Instrument Prepared By:

Martin L. Miller
Miller, Forest, Downing and Huszagh, Ltd.
300 Waukegan Road
Glenview, Illinois 60025

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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

On this 2nd day of May, 1986, before me, a Notary Public, in and for the County and State aforesaid, personally appeared BRASS R. GOSLIN and MILDRED A. VERATY, who being known to me to be the SUPERVISOR and CLERK, respectively, of the TOWN OF NORTHFIELD, a civil Township, and being by me duly sworn, did depose, acknowledge and say: that they are the SUPERVISOR and CLERK, respectively, of the TOWN OF NORTHFIELD, the civil Township described in and which executed the foregoing instrument; that the instrument was executed and attested on behalf of the Township by authority of its Board of Trustees; and that they acknowledge the execution of the instrument to be the voluntary act and deed of the Township.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 2nd day of May, 1986.

Jacqueline Hill
Notary Public

My commission expires 12/27, 1986.

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

On this 25th day of April, 1986, before me, a Notary Public, in and for the County and State aforesaid, personally appeared Carol A. Pumbrey and Evelyn Strauss, who being known to me to be the Exec. Vice President and Assistant Trust Officer, respectively, of FIRST NATIONAL BANK OF NORTHBROOK, and being by me duly

MILLEN FOREST
DOWLING AND
HUBBARD, LTD
ATTORNEYS AT LAW
800 SAUREGAN ROAD
GLENVIEW, ILLINOIS 60025
LND 728-3320

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sworn, did depose, acknowledge and say: that they are the Exec. Vice President and Assistant Trust Officer, respectively, of FIRST NATIONAL BANK OF NORTHBROOK, the corporation described in and which executed the foregoing instrument; that the instrument was executed and attested on behalf of the corporation as Trustee by authority of its Board of Directors and upon the direction of all the holders of the Power of Direction under the Land Trust Agreement; and that they acknowledge the execution of the instrument to be the voluntary act and deed of the corporation, as Trustee by it voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 25th day of April, 1986.

Marta Harca
Notary Public

My Commission Expires Nov. 2, 1987

My commission expires _____, 19__.

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, the undersigned, a Notary public, in and for the County and State aforesaid, DO HEREBY CERTIFY that LORENZ MAYER, President of H & L BUILDERS, and HAREMDA M. PATEL, Secretary of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such President and Secretary they signed and delivered the said instruments as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 30th day April, 1986.

Rosemary E. Sullivan
Notary Public

My Commission Expires: July 13, 1986

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800 WAUREGAN ROAD
GLENVIEW, ILLINOIS 60025
(312) 728-3300

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CONSENT OF MORTGAGEE

FIRST NATIONAL BANK OF NORTHBROOK, an Illinois corporation, holder of a mortgage dated February 27, 1986, upon the property described in the foregoing Agreement between FIRST NATIONAL BANK OF NORTHBROOK, H & L BUILDERS, and NORTHFIELD TOWNSHIP, hereby consents to the execution and recording of the aforesaid Agreement, and hereby submits the mortgage recorded in the Office of the recorder of Deeds, of Cook County, Illinois.

IN WITNESS WHEREOF, the said FIRST NATIONAL BANK OF NORTHBROOK has caused this instrument to be signed by its duly authorized officers on its behalf; all done at _____ Northbrook _____, Illinois, on this 29th day of April, 1986.

FIRST NATIONAL BANK OF NORTHBROOK

By: Carol A. Pumphrey
Its Exec. Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

On this 29th day of April, 1986, before me, a Notary Public, in and for the County and State aforesaid, personally appeared _____
Carol A. Pumphrey and _____ who being known to me to be the Exec. Vice President and _____, respectively, of FIRST NATIONAL BANK OF NORTHBROOK, and being by me duly sworn, did depose, acknowledge and say: that they are the Exec. Vice President and _____, respectively, of FIRST NATIONAL BANK OF NORTHBROOK, the corporation described in and which executed the foregoing instrument; that the instrument was executed and attested on behalf of the corporation as Mortgagee by authority of its Board

MILLER, FOREST,
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MURZAGH, LTD
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800 WAUREGAN ROAD
GLENVIEW, ILLINOIS 60025
(312) 720-3380

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of Directors; and that they acknowledge the execution of the instrument to be the voluntary act and deed of the corporation, as Mortgagee by it voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 29th day of April, 1986.

Harte Hara

Notary Public

My Commission Expires Nov. 2, 1987

My commission expires _____, 19__.

Property of Cook County Clerks Office

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DOWNING AND
MUSZAGH, LTD.
ATTORNEYS AT LAW
800 WALKERMAN ROAD
GLENVIEW, ILLINOIS 60025
(312) 728-3320

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CERTIFIED COPY OF RESOLUTION OF THE BOARD OF DIRECTORS OF H & L BUILDERS, INC.

I DO HEREBY CERTIFY that I am the duly elected and qualified Secretary
of

H & L BUILDERS, INC.

an Illinois Corporation, organized and existing under the laws of the State
of Illinois, and that the following is a true and correct copy of certain
resolutions duly adopted at a special meeting of the Board of Directors
thereof held on the 7th day of April, 1986, and that such resolutions are
now in full force and effect and have not been revoked, altered or amended:

BE IT RESOLVED: That the President and Secretary of this
corporation are authorized to execute a certain agreement dated April 8,
1986, by and between the Corporation and the Town of Northfield, a civil
Township, as regards said Township providing sanitary sewer service to a
certain tract of land being developed by the Corporation.

IN WITNESS WHEREOF, I have hereunto affixed my name as Secretary, and
have caused the corporate seal of said corporation to be hereto affixed,
this 7th day of April, 1986.

Harendra M. Patel
Harendra M. Patel, Secretary

(Corporate Seal)

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Mail to:

SIEBEL & SIEBEL
ATTORNEYS AT LAW
29 SOUTH LAKE STREET
CHICAGO, ILLINOIS 60603
372-8585



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Mail 40:

SIEBEL & SIEBEL
ATTORNEYS AT LAW
29 SOUTH LA SALLE STREET
SUITE 200
CHICAGO, ILLINOIS 60603
372-8585