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OFFICIAL BUSINESS  
WILLOW SPRINGS

## AGREEMENT FOR SANITARY SEWER SERVICE FOR PROPERTY COMMONLY KNOWN AS ARROWHEAD FARMS & ADJOINING PROPERTY

THIS AGREEMENT made this 28<sup>th</sup> day of May, 1987 by and between the Village of Willow Springs, an Illinois municipal corporation (hereinafter, the "Village"), Edward Magnus and Eva Magnus, his wife, individuals, (hereinafter, the "Owner"), David M. Froberg and Donald F. Hedg, individuals, (hereinafter, "Froberg and Hedg"), Thomas Radiesh, an individual (hereinafter, "Radiesh"), ~~AND CONTINENTAL ILLINOIS BANK OF~~ <sup>WESTERN SPRINGS</sup>, not personally, but as Trustee under a Trust Agreement dated 12-22-75 and known as Trust No. 2291, (hereinafter, "TRUSTEE/CONTINENTAL"), William Johnston, an individual (hereinafter "Johnston"), and First Illinois Bank of LaGrange (formerly LaGrange Bank and Trust), not personally but as Trustee under a Trust Agreement dated 12-5-74 and known as Trust No. 2538 (hereinafter, "Trustee/LaGrange").

### WITNESSETH:

WHEREAS, Owner is the owner of record of the property commonly known as Arrowhead Farm Subdivision in unincorporated Cook County, Illinois, which property is legally described on Exhibit A, which is attached hereto and incorporated herein, (hereinafter, "Arrowhead Farm Subdivision");

WHEREAS, TRUSTEE/REDIEHS is the owner of record of the property commonly known as the Radiesh property in

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unincorporated Cook County, Illinois, which property is legally described on Exhibit B, which is attached hereto and incorporated herein;

WHEREAS, WILLIAM JOHNSTON is the owner of record of the property commonly known as the Johnston property in unincorporated Cook County, Illinois, which property is legally described on Exhibit C, which is attached hereto and incorporated herein;

WHEREAS, First Illinois Bank (formerly, LaGrange Bank and Trust) is the owner of record of property commonly known as the Kinley property in unincorporated Cook County, Illinois, which property is legally described on Exhibit D, which is attached hereto and incorporated herein;

WHEREAS, the tracts legally described on Exhibits A, B, C and D hereto are collectively referred to hereinafter as the "Property";

WHEREAS, Froberg and Hedg, Radtke and Johnston are collectively referred to hereinafter as "Developer";

WHEREAS, Developer wishes to develop the Property for residential uses, with the Arrowhead Farm Subdivision property to be developed as soon as possible, and the Radtke, Johnston and Kinley property to be developed at a later date;

WHEREAS, in connection with the development, Developer has petitioned the Village to allow Developer to connect the sanitary sewer system proposed for the Property to the sanitary sewer system of the Village;

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WHEREAS, such connection will require the extension of the Village's sanitary sewer system by extending a sanitary sewer from the system's current terminus at GERMAN CHURCH ROAD AND FIELDCREST AVENUE EXTENDED 21 INCH SANITARY SEWER to boundary of the Arrowhead Farm Subdivision, as set forth on the document comprising Exhibit E which is attached hereto and incorporated herein;

WHEREAS, pursuant to Article 7, Section 10 of the Constitution of the State of Illinois, units of local government possess the power to contract or otherwise associate with individuals and corporations, as the case may be, in any manner not prohibited by law or ordinance;

WHEREAS, pursuant to Ill. Rev. Stat. 1985, ch. 24, par. 11-146-1, the corporate authorities of a municipality may contract with any person for the collection and disposal of sewage originating outside said municipality, and further, may provide by ordinance for the extension and maintenance of municipal sewers in specified areas outside the corporate limits; and

WHEREAS, the Village desires to extend said system and the parties hereto desire to provide for said extension and the maintenance of such system upon the terms and conditions more fully set forth below.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

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SECTION 1: Recitals. The foregoing recitals are expressly incorporated within this Agreement as if fully set forth below.

SECTION 2: Owner's Warranty. Owner expressly warrants and represents that it is the owner of record of the property legally described on Exhibit A hereto.

SECTION 3: Froberg and Hedg's Warranty. Froberg and Hedg expressly warrant and represent that they collectively are the contract purchasers of Arrowhead Farm Subdivision.

SECTION 4: TRUSTEE/CONTINENTAL's Warranty. TRUSTEE/CONTINENTAL expressly represents that it is the owner of record of the property legally described on Exhibit B hereto.

SECTION 5: Radien's Warranty. Radiens expressly warrants and represents that he is the beneficial owner of the property described on Exhibit B hereto.

SECTION 6: Johnston's Warranties. Johnston expressly warrants and represents that he is the owner of record of the property legally described on Exhibit C hereto, and that he is the sole beneficial owner of the property legally described on Exhibit D hereto.

SECTION 7: Trustee/LaGrange's Warranty. Trustee/LaGrange expressly represents that it is the owner of record of the property legally described on Exhibit D hereto.

SECTION 8: Plans and Specifications. Froberg and Hedg shall submit to the Village plans and specifications for the construction and installation of the sanitary sewer system on the Property. No construction or installation of the system shall be permitted unless the Village approves this Agreement by

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ordinance. If the Village does so approve this Agreement and the aforesaid plans and specifications, Developer shall construct a sanitary sewer system in accordance with the plans and specifications, and the agents or employees of the Village may enter the property from time to time after providing 48 hours' notice to Developer to inspect such construction. In the event that Johnston and Radiehs elect to construct the portion of the system to service their properties at a later date, they shall submit plans and specifications for such installation to the Village, and no construction or installation shall take place without Village approval.

SECTION 9: Installation of Sewer Extension. Concurrent with Froberg and Hedg's installation of the sanitary sewer system on the Property, Froberg and Hedg shall install the requisite sanitary sewer extension from its current terminus at German Church Road and Fieldcrest Avenue extended 21 inch Sanitary Sewer to the boundary of the Arrowhead Farm Subdivision as set forth on Exhibit E hereto, to facilitate connection with the system to be installed by Developer on the Property. The parties shall cooperate with each other and assist each other in obtaining and granting all easements necessary to effect said sewer extension.

SECTION 10: Froberg and Hedg's Costs and Dedication to the Village. Froberg and Hedg shall bear all costs for the installation of said extension necessary to service the Property, including but not limited to costs for materials, labor, equipment use or rental, etc. Froberg and Hedg shall further bear all costs for extending said system to the property

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lines of the properties described on Exhibits B, C, and D hereto. Froberg and Hedg shall install the extension according to plans and specifications for same, in the form as approved by the Village, and no installation shall take place without said approval. In the event that the costs of installation may increase or decrease anytime during the process of submittal and approval of plans or during the installation process, said installation shall take place according to the approved plans and shall in no way be tied to or contingent upon such cost fluctuations. The Village shall be allowed reasonable inspection of the progress of said installation. Upon completion of the extension and the portion of the sanitary sewer system to be installed by each developer on its Property, each developer shall at that time dedicate same to the Village and shall transfer ownership of same to the Village by a proper Bill of Sale, and by recordation of the proper plat. The Village shall take possession of same by signifying its acceptance of the dedication and Bill of Sale. At the time of each dedication, Owner, TRUSTEE/CONTINENTAL, Johnston, Trustee/LAGrange, and Developer shall provide to the Village all easements required by Village for access to said system and for maintenance of same.

SECTION 11: Connection to Village System. The Village shall permit Developer to connect to the Village-operated sanitary sewer line only after all of the following have occurred:

- (A) This Agreement has been approved by Ordinance;

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(B) All necessary approvals as set forth in paragraph 19 hereof have been received by the parties hereto;

(C) All necessary easements in favor of the Village are of record;

(D) Construction and installation according to the plans and specifications have been completed; and

(E) Ownership of the system has been transferred to the Village.

SECTION 12: Bond. Prior to the construction or installation of any part of the sanitary sewer system or extension contemplated herein, Developer shall submit to the Village a bond satisfactory to the Village Attorney, Village Engineer and Village Authorities in form, substance and amount, to secure the completion of the portion of the system and the extension sought to be installed.

SECTION 13: Prohibitions on Use.

(A) No use of the system or the extension in relation to the Arrowhead Farm Subdivision (described on Exhibit A hereto) shall take place until the developers thereof shall have paid to the Village one Hundred Twelve Thousand Dollars (\$112,000.00) as initial connection fee; the developers of said property shall make this payment to the Village when the first building permit for same is issued. In addition to this fee, the developers of Arrowhead Farm Subdivision shall pay to the Village for each individual connection its regular tap-on fee for a residential tap plus an additional Five Hundred Dollars (\$500.00). Said tap-on and additional fees shall be paid as

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each individual building permit is issued.

The developers of Arrowhead Farm Subdivision hereby warrant and guarantee that the system they shall install shall be free from defects for a period of twelve (12) months from the completion of its construction and installation. If any repairs to said system become necessary during the said twelve (12) month period, all costs incurred in remedying said defects shall be borne by the developers of Arrowhead Farm Subdivision.

(B) Whenever the developer of the Radiehs property (described on Exhibit B hereto) requests a tap-on permit from the Village to allow the connection of any sanitary sewer for any use on the Radiehs property, the developer thereof shall, in addition to paying the village's regular tap-on fee for a residential tap, pay to the Village Five Hundred Dollars (\$500.00) for each such residential tap then sought, over and above the tap-on fee then in effect in the Village of Willow Springs. Such payment or payments shall be payable each time a permit is issued. No payment shall be due for any property for which a tap-on permit has not been requested.

(C) Whenever the developer of the Johnston property and Kinley property (described on Exhibit C and D hereto) requests a tap-on permit from the Village to allow the connection of any sanitary sewer for any use on the Johnston property and Kinley property, the developer thereof shall, in addition to paying the village's regular tap-on fee for a residential tap, pay to the Village Five Hundred Dollars (\$500.00) for each such residential tap then sought, over and

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above the tap-on fee then in effect in the Village of Willow Springs. Such payment or payments shall be payable each time a permit is issued. No payment shall be due for any property for which a tap-on permit has not been requested; and

(D) In the event that a portion or portions of the Johnston or Kinley property is not served by the system to be installed as contemplated herein, the developer thereof, and his successors and assigns, shall have the right to connect or tap-on to any sanitary sewer servicing said Property, after paying the necessary fees to the provider of said sewer, and shall make no payments to the Village of Willow Springs for tap-on if it (developer) does not utilize the Village system.

SECTION 14: Use of system. The Village's consent to allow connection to and use of the Village sanitary sewer system is granted only for the connection of residential uses to be established on Exhibits A, B, C and D hereto. No additional connections shall be made without approval of the Village Authorities. Further, it is anticipated by the parties hereto that the average daily flow and maximum daily flow from a minimum of 196 units (54 units for Arrowhead Farm Subdivision, 20 units for the Radiehs Property, and 122 units for the Johnston and Kinley Properties) passing into the Village system originating from the Property shall not exceed the levels to be established prior to any tap-on by the Village Engineer of the Village of Willow Springs. Until such time as the Developer shall fully utilize the system, the Village shall reserve sufficient capacity in said system to adequately handle the

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expected flow from the Property. The expected flow is that flow necessary to accommodate dwelling units at a ratio of approximately one dwelling unit per half-acre.

SECTION 15: Fees Triggered by Annexation Petition. In recognition that development of the Property could not take place without the installation of said system, the parties hereto agree and acknowledge that no annexation of any portion or all of the Property to the Village of Burr Ridge is currently being sought, nor is any contemplated, and the Owner, TRUSTEE/CONTINENTAL, Johnston, Trustee/LaGrange, and Developer recognize the Village of Willow Springs' good faith in permitting the extension of said sewer system to service the Property, as well as the desire of the Village to annex the Property. In the event that any Owner (including but not limited to Owner, TRUSTEE/CONTINENTAL, Johnston, Trustee/LaGrange, or Developer, or any of their successors, heirs and assigns) of any individual lots into which the Property will be subdivided and which are or are to be serviced by the Village's sanitary sewer system, shall:

(A) file an application or petition for annexation of any such lot or lots to the Village of Burr Ridge, or any other municipality except the Village of Willow Springs; or

(B) if any of said parties should in any way seek to disengage itself or otherwise withdraw from this Agreement; then the Owner of such lot or lots shall, at the time such annexation is completed and use of the system begins or at the time of such disengagement or withdrawal pay to the Village of

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Willow Springs a sum per residential use, equal to two (2) times the regular sanitary sewer connection fee for residential use then in effect in the Village of Willow Springs, said sum representing a one-time fee reflecting the cost to the Village of Willow Springs of providing such service. Said sum shall be separate from and in addition to any sums paid for regular monthly sanitary sewer user charges, and regular monthly maintenance fees as set forth below. Said regular monthly user charges and maintenance fees shall continue to be assessed and paid regardless of the filing of any such annexation petition, or the outcome or result of same.

## SECTION 16: Capital Reserve Account.

(A) In addition to regular monthly user charges assessed by the Village for providing sanitary sewer service, each residential user shall be assessed monthly a sum equal to 10% of the monthly user charge, or such other reasonable sum as determined by the Village Authorities and acceptable to the other parties hereto. Said sum shall be collected by the Village and placed in a reserve account or fund to be used to defray capital expenses and maintenance costs incurred by the Village in connection with the continued provision of sanitary sewer service to the Property. However, if any portion or all of the Property is annexed to the Village of Willow Springs, each residential user on said annexed property that utilizes the system shall be required to pay only the regular monthly user charges assessed by said Village and shall not be required to contribute to the capital reserve account.

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(B) In the event that major repairs to the sanitary sewer system become necessary in the future, the Village shall fund said repairs first by expending the necessary sums from the capital reserve account referenced in subsection (A) above. If such funds are not sufficient to pay for the costs of said repairs, the remaining costs shall be borne on a pro-rata basis by all owners of the Property who own said property and are actually using the system at the time the Village undertakes said repairs. The imposition on said owners of this duty to bear the pro-rata share of the remainder of said costs shall be set forth in the covenant described in Section 17 below.

SECTION 17: Covenant. In connection with the conditions set forth in paragraphs 15 and 16 above, the Owner, TRUSTEE/CONTINENTAL, Johnston, Trustee/LaGrange, and Developer shall, prior to any use by same of the Village's sanitary sewer system as set forth above, record in the Cook County Recorder of Deed's office, a restrictive covenant setting forth the conditions referenced in said paragraphs, thereby putting all future owners of lots into which the Property will be subdivided and Owners', TRUSTEE/CONTINENTAL, Johnston's, Trustee/LaGrange's and Developers' heirs, successors and assigns, on notice of said conditions and provisions.

SECTION 18: Survival. The conditions and covenants contained herein shall survive the completion of the installation of the sanitary sewer system and extension as set forth above and shall run with the land described herein.

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SECTION 19: Contingencies. All parties hereto recognize that the installations described herein are contingent upon obtaining all necessary approvals and permits from Illinois Environmental Protection Agency, Illinois Department of Transportation, Metropolitan Sanitary District or other appropriate sanitary district, or any other agency or entity whose approvals are necessary for commencement or completion of said installations. Further, it is recognized that the project is contingent upon the Village and/or Developer obtaining all easements deemed necessary for the project, and upon the execution of an agreement for water service with the Willow Springs/Justice Water Commission, or other water company willing to provide such service. If, for any reason, the necessary permits, approvals, easements or agreements are not secured, the Village, Owner, TRUSTEE/CONTINENTAL Johnston, Trustee/LaGrange, and Developer shall have no further obligation under the terms of this contract.

SECTION 20: Further Zoning and Recordation Contingencies. This Agreement is conditioned upon the grant by the County of Cook from time to time of all requested zoning relief necessary to establish the project as contemplated by Developer, and is further conditioned upon recordation of the final plat of subdivision; in the event the requested zoning relief is not granted, this Agreement shall be null and void. In furtherance of this condition, the Village of Willow Springs agrees that it shall not object to the zoning relief for any residential development as contemplated herein sought from time to time by Developer.

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SECTION 21: Governing Law. This Agreement shall be governed by the laws of the State of Illinois.

SECTION 22: Severability. If any portion of this Agreement shall be deemed illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

SECTION 23: Warranty of Authority. All signatories to this Agreement expressly warrant and affirm that such signatories possesses full power and authority to enter into this Agreement and bind those parties represented by said signatory.

SECTION 24: Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors and assigns, and upon successor municipalities.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, and have caused this Agreement to be executed by their duly authorized representatives on the date and year first above written.

VILLAGE OF WILLOW SPRINGS:

By: [Signature]  
President

Attest: [Signature]  
Village Clerk

OWNER:

[Signature]  
Edward Magnus

[Signature]  
Eva Magnus, his wife

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TRUSTEE/RECORD OWNER OF RADIEHS  
PROPERTY: Continental Illinois Bank of  
Western Springs, Trustee U/T/A dtd 12/22/75  
A/K/A Trust No. 2291

By: Andrea A. Paulowich  
Its: Vice President

Attest: Lois Nugent  
Its: Trust Officer

This instrument is subject to the Continental Illinois Bank of Western Springs, N.A., Western Springs, Illinois, Trust Agreement dated December 22, 1975, and all amendments thereto. All the covenants, conditions and terms of the instrument intended by the Continental Illinois Bank of Western Springs, N.A., Western Springs, Illinois, and its officers by it set forth as Trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against the Continental Illinois Bank of Western Springs, N.A., Western Springs, Illinois, by reason of any of the covenants, conditions, representations or warranties contained in the instrument.

TRUSTEE/RECORD OWNER OF KINLEY  
PROPERTY:

FIRST ILLINOIS BANK OF LA GRANGE  
(formerly LaGrange Bank and Trust),  
as Trustee under Trust Agreement  
dated DEC. 5, 1974 and known  
as Trust No. 2538.

By: Keith Reid  
Its: Land Trust Ofcr.

Attest: Theresa Jones  
Its: VP & Trust Officer

This instrument is subject to the Trust Agreement of the First Illinois Bank of LaGrange stamped on the reverse side hereof, is hereby expressly made a part hereof.

OWNER OF JOHNSTON PROPERTY:

William Johnston  
William Johnston

DEVELOPER OF ARROWHEAD FARM  
SUBDIVISION

David M. Froberg  
David M. Froberg

Donald F. Hedg  
Donald F. Hedg

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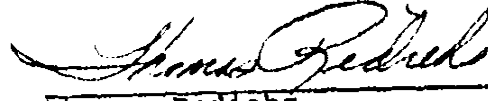
Property of Cook County Clerk's Office

This instrument is executed by the First Illinois Bank of LaGrange, not personally but solely as Trustee, under the provisions of a deed of trust in Trust duly recorded and delivered to the First Illinois Bank of LaGrange in pursuance of a Trust Agreement, dated 12-5, 1974, and known as Trust No. 2538, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed hereunder shall be and the same are expressed in the terms of such deed, previous or hereinafter made, by the First Illinois Bank of LaGrange as evidenced by its capacity as Trustee, its agreement, and not in this bill and no personal liability shall be incurred or be enforceable against the First Illinois Bank of LaGrange by reason of any of the terms, provisions, stipulations, covenants and conditions contained in this instrument.



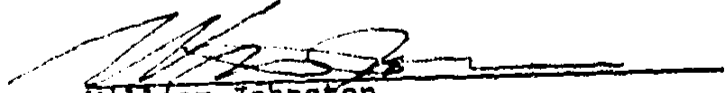
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DEVELOPER OF RADIHS PROPERTY:



Thomas Radiehs

DEVELOPER OF JOHNSTON PROPERTY AND  
KINLEY PROPERTY:



William Johnston

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## SCHEDULE OF EXHIBITS

- Exhibit A: Legal Description of Arrowhead Farm Subdivision  
Exhibit B: Legal Description of Radiehs Property  
Exhibit C: Legal Description of Johnston Property  
Exhibit D: Legal Description of Kinley Property  
Exhibit E: Document describing proposed sanitary sewer system  
and extension of Village system

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ERRATUM

This page is appended to the foregoing document entitled "Agreement for Sanitary Sewer Service for the Property Commonly Known as <sup>Arrowhead Farms</sup> ~~Adjoining~~ Property," for the purpose of noting and acknowledging that the correct spelling of the last name of the individual identified therein as "Thomas Radiehs" or Radiehs" is as follows:

REDIEHS.

Signed and Acknowledged



Thomas Radiehs

Date: \_\_\_\_\_

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A tract of land in the South West 1/4 of the South East 1/4 of Section 31, Township 38 North, Range 12 East of the Third Principal Meridian, described as follows: Commencing at the North West corner of said South West 1/4; thence Easterly 675 feet along the North line of said South West 1/4; thence South 200 feet on a line normal to said North line; thence Southwesterly 193.04 feet on a line making an angle with last said line extended South; thence West 538.46 feet on a line 336.5 feet South of and parallel to said North line to the West line of said South West 1/4; thence North 336.5 feet on last said West line to the place of beginning, all in Cook County, Illinois.

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EXHIBIT A  
LEGAL  
ARROWHEAD

Section 3,  
Southwest Quarter of  
Third Principal Meridian  
East of the

1/4  
Township 33 North, Range 14  
Cook County, Illinois

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The land referred to in this policy is described as follows:

Parcel 1:

The North 15 acres of the South East quarter of the South West quarter.

ALSO

Parcel 2:

The East 6 acres of the West 10 chains of the part South of the North 15 acres of the South East quarter of the South West quarter except the West 221 feet of the East 831 feet of the South 600 feet of said South East quarter of the South West quarter.

(Continued)

ALSO

Parcel 3:

The West 1/2 acres of the West 10 chains of that part South of the North 15 acres of the South East quarter of the South West quarter.

ALSO

Parcel 4:

The South East quarter of the South West quarter of the South West quarter except the West 4 rods thereof all in Section 31, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

4. THE LAND COVERED BY THIS POLICY IS DESCRIBED AS FOLLOWS:

THE WEST 1/2 OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 (EXCEPT THE NORTH 592.21 FEET AND EXCEPT THE SOUTH 395 FEET) AND THAT PART OF THE WEST 4 RODS OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 LYING NORTH OF THE SOUTH 395 FEET OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

5. The land referred to in this policy is described as follows:

The North 28 acres of the West 45 acres of the West half of the North West quarter of Section 6, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

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5. The land referred to in this policy is described as follows:

Parcel 1:

The South 395 feet of the West 20 acres of the South West quarter of the South West quarter.

ALSO

Parcel 2:

The West 4 rods of the South East quarter of the South West quarter of the South West quarter of Section 31, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

DEPT OF TREAS 2109 06/29/87 12:24:00 \*--87-354109 COOK COUNTY RECORDER

3/00