and basins to service the Property; and

domestic water and to maintain storm water detention lakes service the Property with sanitary sewer, storm sewer and thereto, and in connection therewith it will be necessary to Ordinance No. 89-00 or any subsequent amendments WHEREAS, the Property is to be developed as provided for

(hereafter referred to as "the Property").

and Services for the Aged, a corporation, 62, CO. 5215 Cook County, Illinois. municipal corporation vs. Lucheran Home entitled Village of Arlington Heights, a taken for public streets in the cause No. 7867820 and except that part thereof as per Document No. 20303670 and Document heretofore dedicated for public streets that part thereof excepting therefrom Principal Meridian East of the Third Section 19 Township 42 North, Range 11 The West haif of the Southeast quarter of

Illinois described as follows:

situated in the Village of Arlington Heights, Cook County, fee title to the MHEKEY2 OMUGE OMUZ

real estate

#### MILINESSELH:

Village").

,,,

corporation marricipal (hereafter referred to ацт" "Owner") and THE VILLAGE OF ARLINGTON HEIGHTS, an Illinois (pereafter referred not-for-profit corporation, 19 1 by LUTHERAN HOME AND SERVICES FOR THE AGED, an Illinois THIS AGREEMENT made as of the day of Aclouding

89200201

YELINGTON HEIGHTS, ILLINOIS FOR LUTHER VILLAGE ONSILE UTILITY MAINTENANCE AGREEMENT

> Adington Heights, IL 60005 33 S. Arlington Heights Road VILLAGE OF ARLINGTON HEIGHTS LEGAL DEPARTMENT

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whereas, the sanitary sewer, storm sewer, water mains and storm water detention lakes and basins are not located within public rights-of-way or dedicated easements and the Village does not maintain sanitary sewers, storm sewers, water mains and storm water detention lakes and basins on privately owned property.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, it is agreed as follows:

- (1) Owner agrees to maintain, at no cost or expense to the Village all of the following:
  - (a) All sanitary sewerage facilities to be located on the Property as shown on the plans prepared by or on behalf of Owner and approved by Village by Ordinance No. 89-007, or any amended plans as agreed to and approved by both parties;
  - (b) All storm sewers and appurtenances to be located on the Property as shown on the aforesaid plans;
  - (c) All water mains and appurtenances located on the Property or to be located on the Property as shown by the aforesaid plans; and

- (d) All storm water detention lakes and basins to be located on the Property as shown by the aforesaid plans.
- (2) Owner's duty to maintain as aforesaid shall mean compliance with all laws, ordinances and regulations of the Village and other governmental authority having jurisdiction which are applicable to the condition and maintenance of the aforesaid items.
- (3) In the event Owner does not properly maintain the aforesaid items, or should Owner allow a public nuisance in that regard to exist, the Village shall have the right, but not the obligation, to perform the necessary maintenance if, upon thirty (30) days written notice as to a particular item of noncompliance, Owner fairs to commence the required maintenance work and thereafter diligently and continuously pursue it to its completion; the Village then may enter upon the Property to correct deficiencies as specified in the aforesaid notice and shall have the right to be reimbursed for all out-of-pocket costs and expenses incurred by the Village in connection with such work. Such reimbursement shall be made by or on behalf of Owner and the Village shall have a lien upon the Property to secure such reimbursement. In an emergency situation, the Village is authorized to enter upon the Property and perform such work as is reasonably necessary to protect the health, safety and welfare of the residents of the Village.

- Owner agrees to protect, (4) (a) defend, indemnify and hold the Village harmless from any claim, liability, cost, damage or expense (including, without limitation, reasonable attorneys' fees and court costs) resulting from the Village interrupting service to Property due to failure of Owner to properly maintain the items described above or (except as limited subparagraph 4(b) below) arising out of this Agreement and the ownership and maintenance of the facilities described herein; and
- (b) The Village agrees to protect, defend, indemnify and hold Owner harmless from any claim, liability, coet, damage or expense (including, without limitation, reasonable attorneys' fees and court costs) of any type, nature or description arising in connection with Village's exercise of its maintenance rights, as described herein, and due in whole or part to the fault or negligent or intentional act or omission of the Village, its officers, agents, employees,



contractors or invitees, all without limitation.

- (5) All provisions of this instrument including the benefits and the burdens are hereby declared to run with the land and are binding upon and shall inure to the benefit of the respective successors and assigns of Owner and the Village unless and until modified or eliminated pursuant to a written and recorded document approved by the Village and Owner.
- mean only the ther titleholder(s) of the Property. Every person accepting a dead to or other interest in respect to the Property shall be deemed to accept such deed or other interest with the understanding that they are bound by the provisions herein contained, and every person accepting such deed or other interest thereby consents and agrees to be bound by the covenants herein contained to the same extent as though they had signed this instrument. Upon transfer of the Property, the obligations of the Owner or transferor hereunder shall become the obligations of the transferee and the Owner or transferor shall be relieved from any and all obligation and liability hereunder.
- (7) All notices provided hereunder shall be personally delivered or served by certified or registered mail addressed as follows:

To the Village at:

Village Manager
Village of Arlington Heights
33 South Arlington Heights Road
Arlington Heights, IL 60005

To Owner at:

Lutheran Home and Services for the Aged 800 West Oakton Street Arlington Heights, IL 60004 Attn: Mr. Paul Hauer

or to such other address or addressees as shall be designated by notice similarly given. Each notice shall be deemed served as of its postmark date or when personally served.

IN WITNESS WHEREOF, this Agreement was executed as of the day and year first above written.

VILLAGE OF ARLINGTON HEIGHTS, an Illinois Municipal Corporation

Bv

ATTEST:

Village Clerk

LUTHERAN HOME AND SERVICES FOR THE AGED, an Illinois Not-For-Profit Corporation

By:

Paul Haver, President

ATTEST:

Secretary

STATE OF ILLINOIS

SS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named President and Secretary of LUTHERAN HOME AND SERVICES FOR THE AGED, Owner, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and the said Secretary then and

# 2500268

## UNOFFICIAL COPY

there acknowledged that said Secretary, as custodian of the corporate seal of said corporation, caused the corporate seal of said corporation to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes herein set forth.

GIVEN under my hand and Notarial Seal, this 3 day of

<u></u>	
Commission expires	Mary & Swemling
Commission expires	Notary Public
STATE OF ILLINOIS ) COUNTY OF COOK )	1000 1000 1000 1000 1000 1000 1000 100
County and State aforesaid, DO named Village Majarer and Village of Arlington Heights, the same persons whose names a	Notary Public in and for the HEREBY CERTIFY, that the above of Village Clerk of the personally known to me to be are subscribed to the foregoing ONDER and JOHN GROSS
acknowledged that they si instrument as their own free free and voluntary act of said.	ONDER and JOHN GROSS  me this day in person and gned and accepted the said and voluntary act and as the Municipality, for the uses and the said Village Manager
then and there acknowledged tas custodian of the seal of corporate seal of said Municipality, for the uses and	har said <u>Village Clerk</u> , said Municipality, caused the ipality to be affixed to said his own free and ee and voluntary act of said purposes herein set forth.
GIVEN under my hand and N February , 1989 .	otarial Seal, this 24th day of
02/26/92	Synette M Bucchice
Commission expires	Notary Public
This Instrument prepared by Robert J. Pugliese	

OFFICIAL SEAL

LYNETTE M. BUECHNER

NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. FEB 20,1992

Lord, Bissell & Brook

115 South LaSalle

Chicago, IL 60603

#### CERTIFICATE OF WITHDRAWAL

89049956

This is to certify that LUTHERAN HOME FOR THE AGED, INC.
·
the registered owner(s) of the following described lands situated in the County
of Cook, State of Illinois, the title to which has been heretofore registered under
the laws of the State of Illinois, to wit:
The West Half (1/2) of the South East Quarter (1/4) of Section 19, Township 42 North, Parge 11 East of the Third Principal Maridian (except that part thereof lying South of the North Line of a strip of Land Eight (8) feet wide, taken by Judgment Order, Case Number 62-CO-5215, filed in the Office of the Registrar of Titles on August 1, 1966, as Document Number 2284261).
Cooperation of Co.
having heretofore filed a petition for the withdrawal of the title to said lands
from the registry system; NOW, THEREFORE, the title to said above described
lands has been withdrawn from the effect and operation of the title registry  in the state of Illinois and the owner(s) of said landsv(is/are) by law
authorized to convey, encumber or otherwise deal with the title to said lands
in the same manner and to the same extent as with the title to lands that have
not been registered.
Witness my hand and seal this 4th day of January , 1989 .
Registrar of Titles for Cook County
ertificate No. 1479093
ol. 2963-1 Page 47
R No. <u>24415</u>

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COOK COUNTY RECORDER

COOK COUNTY RECORDER

Property or Coot County Clert's

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ATTA ME ROBERT GENNOFER

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Property of Court Courts Clerk's Office