

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 by ordinance No. 89-007 or any subsequent amendments WHEREAS, the Property is to be developed as provided for (hereafter referred to as "the Property").

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

WHEREAS, Owner owns fee title to the real estate situated in the Village of Arlington Heights, Cook County, Illinois described as follows:

WITNESSETH:

1987, by LUTHERAN HOME AND SERVICES FOR THE AGED, an Illinois not-for-profit corporation, (hereafter referred to as "Owner") and THE VILLAGE OF ARLINGTON HEIGHTS, an Illinois municipal corporation (hereafter referred to as "the Village").

THIS AGREEMENT made as of the 27th day of February,

ONSITE UTILITY MAINTENANCE AGREEMENT FOR LUTHER VILLAGE ARLINGTON HEIGHTS, ILLINOIS

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

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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

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(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 fails 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.

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(4) (a) Owner agrees to protect, 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 the Property due to failure of Owner to properly maintain the items described above or (except as limited by 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, cost, 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,

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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.

(6) All references to "Owner" herein are intended to mean only the then titleholder(s) of the Property. Every person accepting a deed 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:

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CERTIFICATE OF WITHDRAWAL

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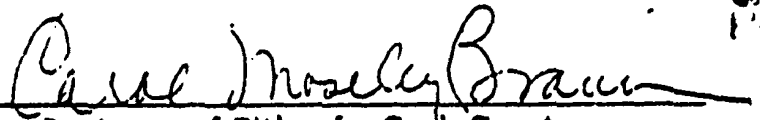
This is to certify that LUTHERAN HOME FOR THE AGED, INC.

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, Range 11 East of the Third Principal Meridian (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).

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 systems of the State of Illinois and the owner(s) of said lands (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

Certificate No. 1479093

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LR No. 24415

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DEPT-09 \$1.60

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COOK COUNTY RECORDER

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#3384 # A # - 89 - 049954

COOK COUNTY RECORDER

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R.W.C.M.
3/2/89
1/19/89

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CAROL M. BRAUN
REGISTRAR OF TITLES

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REGISTRAR OF TITLES
ATTN MR ROBERT GERWARTER
118 N. CLAY ST
CHICAGO, ILL. 6060268

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