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9139-0074 53 001 Page 1 of 7
1998-08-05 11:07:27
Cook County Recorder 33.00

WIN. 02-02-203-026
02-02-203-034
02-02-203-029
02-02-203-026
02-02-203-017
02-02-203-028

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AGREEMENT

This Agreement made this 27th day of April, 1998, by and among CARL G. BONGIOVANNI, individually and as President of WHISPERING OAKS DEVELOPMENT, INC., an Illinois Corporation, hereinafter collectively referred to as DEVELOPER; RICK GRUBER, hereinafter referred to as PURCHASER, and THE VILLAGE OF PALATINE, ILLINOIS, hereinafter referred to as VILLAGE.

WHEREAS, PURCHASER is about to become the title holder of a parcel of vacant land commonly known as 2017 N. Rand Road, Palatine, Illinois, hereinafter referred to as PARCEL, which is legally described on Exhibit A attached hereto and made a part hereof; and,

WHEREAS, the present owner of the PARCEL, namely, DARREL PETERS PRODUCTIONS, INC., an Illinois Corporation, heretofore on the 21st day of August, 1992, created for the benefit of Developer and Village a Grant of Emergency Access and Water Main Easements and Maintenance Agreement over, along, across and under the southeasterly ten (10) feet of the Parcel, which has been recorded in the office of the Cook County Recorder as Document No. 92902635, hereinafter referred to as Easement; and

WHEREAS, Developer was granted certain building permits by Village subject to the agreement and obligation to construct, at Developer's cost and expense, an emergency access road and curb cut on Rand Road pursuant to the terms of the Easement and Village Ordinance No. O-74-97; and,

WHEREAS, Developer has failed to construct the emergency access road or curb cut and the parties desire to ensure the completion of all work for the construction of said items in a prompt manner and to provide for the payment of all costs related thereto.

PLEASE MAIL TO:
VILLAGE OF PALATINE
DIANE GREENLEES
200 E. WOOD STREET
PALATINE, IL 60067

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NOW, THEREFORE, in consideration of the mutual covenants contained herein plus other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Developer hereby authorizes Purchaser to contract for and supervise all work necessary or required to complete the construction of the emergency access road and the curb cut as provided in the Easement and any Amendment thereto and the Ordinance of the Village, and hereby agrees to deposit funds with the Village in the amount of \$12,433 to cover said work. The Developer shall construct the portion of said access road as shown on Exhibit B.

2. Village agrees to pay, forthwith, upon receipt of invoices, all charges for the construction of that portion of the emergency access road by the Purchaser as described on Exhibit B attached hereto and made a part hereof and not to exceed the cost estimates as set forth in Exhibit C attached hereto and made a part hereof. Such payments shall be made directly to the contractors, sub-contractors or materialmen submitting same or to the Purchaser in the event same have been paid by him. The balance remaining after said invoices are paid shall be paid back to the Developer by the Village.

3. Provided Village shall pay any and all invoices within 30 days of receipt of same and in consideration therefore, Purchaser hereby agrees to pay the costs of the curb cut on Rand Road and to supervise the construction of the emergency access road without payment or charge for such supervision.

4. In the event Developer shall fail to deposit said funds for the aforesaid construction or to install the agreed upon portion of said access road, Developer hereby authorizes and directs Village to pay such invoices to the contractors, sub-contractors or materialmen submitting same or to reimburse Purchaser in the event he has paid same or to pay a contractor to construct said portion and Developer expressly authorizes Village to make any such payments, with an overhead charge of 20 percent to the Village, from any funds of Developer in the possession or control of Village including, but not limited to, construction, completion and performance bonds or Letters of Credit deposited with Village by Developer.

5. In the event Village shall apply any funds of Developer for the payment of the cost of the completion of the emergency access road and curb cut as above provided, Developer hereby specifically consents to such payment and waives any and all claims arising out of such payment and releases Village from any and all liability therefrom.

6. In consideration of the covenants of the parties hereto, Purchaser, upon obtaining title to the Parcel, agrees to amend the Grant of Emergency Access and

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Water Main Easements and Maintenance Agreement dated August 21, 1992, and recorded in the office of the Recorder of Cook County as Document No. 92902635 in accordance with the request of Village. A copy of such amendment is attached hereto and made a part hereof as Exhibit D.

7. Developer agrees to execute a Letter of Direction to Parkway Bank and Trust Company, as Trustee under Trust Agreement dated June 9, 1992, and known as Trust No. 10344, directing the Trustee to consent to the Amendment To Grant of Emergency Access and Water Main Easements and Maintenance Agreement amending the Grant of Emergency Access and Water Main Easements and Maintenance Agreement dated August 21, 1992 and recorded in the Office of the Recorder of Cook County, Illinois as Document No. 92902635.

8. That except as specifically set forth and modified herein, all terms and conditions and obligations of the parties in the Grant of Easement or ordinances of the Village are hereby ratified and confirmed and shall remain in full force and effect.

9. Signatures of all parties are contained on page 3 hereof.

DEVELOPER:

Carl G. Bongiovanni
WHISPERING OAKS DEVELOPMENT
by: Carl G. Bongiovanni, President

ATTEST: Carl G. Bongiovanni
Secretary

INDIVIDUAL:

Carl G. Bongiovanni
CARL G. BONGIOVANNI

PURCHASER:

Rick Gruber
RICK GRUBER

VILLAGE:

VILLAGE OF PALATINE
John L. Mallin
MAYOR

ATTEST: Margaret [Signature]
Village Clerk

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EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST AND WEST QUARTER LINE OF WITH THE CENTER LINE OF RAND ROAD, SAID INTERSECTION BEING 1514.19 FEET WEST OF THE EAST LINE OF SAID SECTION MEASURED ON SAID EAST AND WEST QUARTER LINE; THENCE SOUTH EAST ALONG THE CENTER LINE OF SAID RAND ROAD, SAID CENTER LINE FORMING AN ANGLE OF 47 DEGREES 10 MINUTES 00 SECONDS WITH THE EAST AND WEST QUARTER LINE OF SAID SECTION, A DISTANCE OF 38.40 FEET TO AN ANGLE IN THE CENTER LINE OF RAND ROAD, SAID CENTER LINE FORMING AN ANGLE OF 4 DEGREES 24 MINUTES 10 SECONDS TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, FOR A DISTANCE OF 16.57 FEET; THENCE NORTHEASTERLY ON A LINE THAT FORMS AN ANGLE OF 94 DEGREES 24 MINUTES 10 SECONDS TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED COURSE, A DISTANCE OF 49.01 FEET TO A POINT ON THE NORTHEASTERLY LINE OF RAND ROAD AS WIDENED AND THE PLACE OF BEGINNING; THENCE CONTINUING NORTHEASTERLY ON THE LAST DESCRIBED LINE A DISTANCE OF 127.70 FEET; THENCE NORTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 100.0 FEET; THENCE SOUTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 326.0 FEET TO A POINT ON THE NORTHEASTERLY LINE OF RAND ROAD AS WIDENED, SAID POINT BEING 49.44 FEET NORTHEASTERLY OF THE CENTER OF RAND ROAD ON A CURVED LINE WHICH IS CONVEX NORTHEASTERLY HAVING A RADIUS OF 10,798.53 FEET; THENCE SOUTHEASTERLY ON SAID CURVED LINE BEING THE NORTHEASTERLY LINE OF RAND ROAD AS WIDENED A DISTANCE OF 100.01 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

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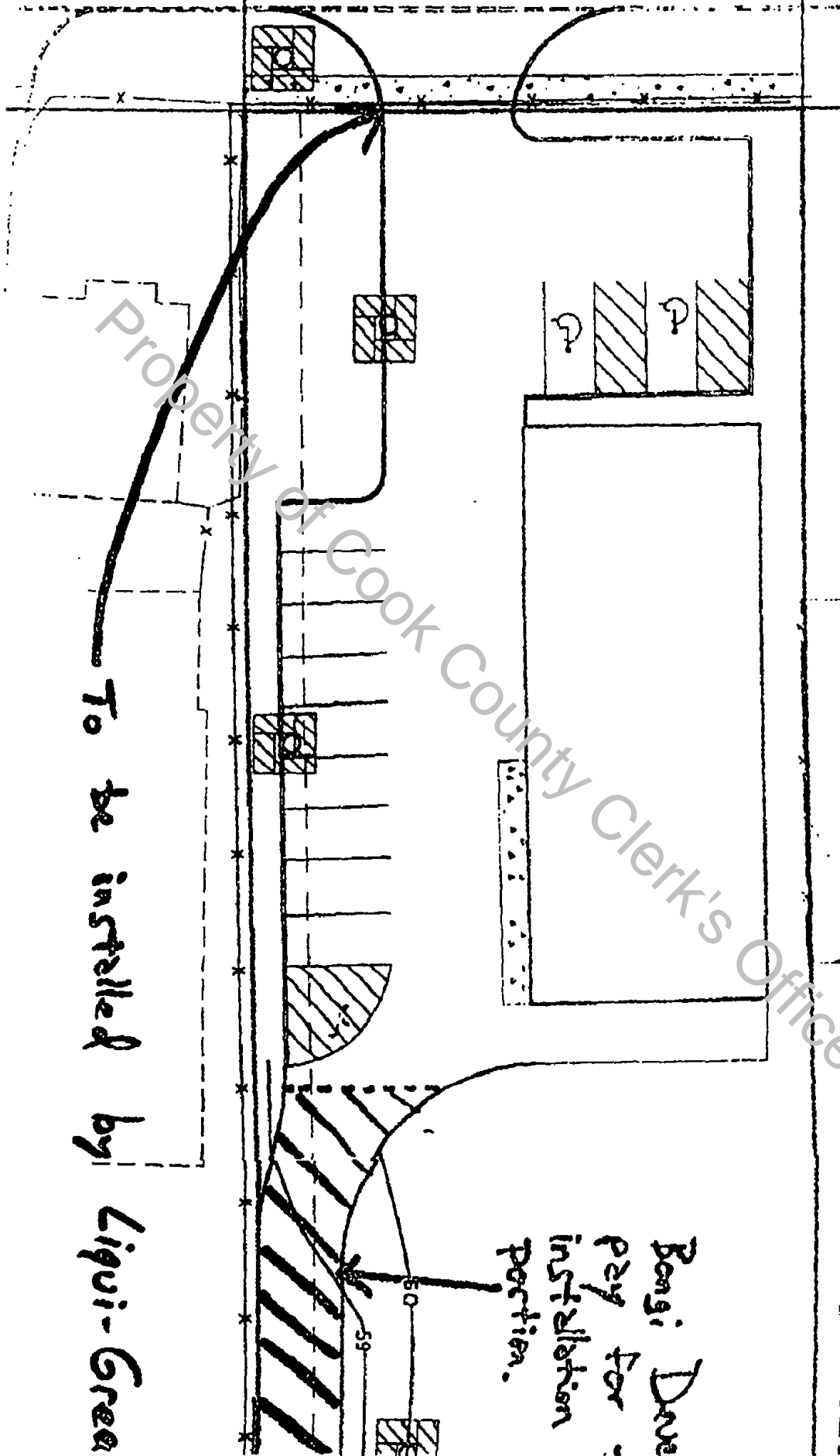
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EXHIBIT 3 Page 1

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To be installed by Liqui-Green

Bang! Dave pay for installation portion.

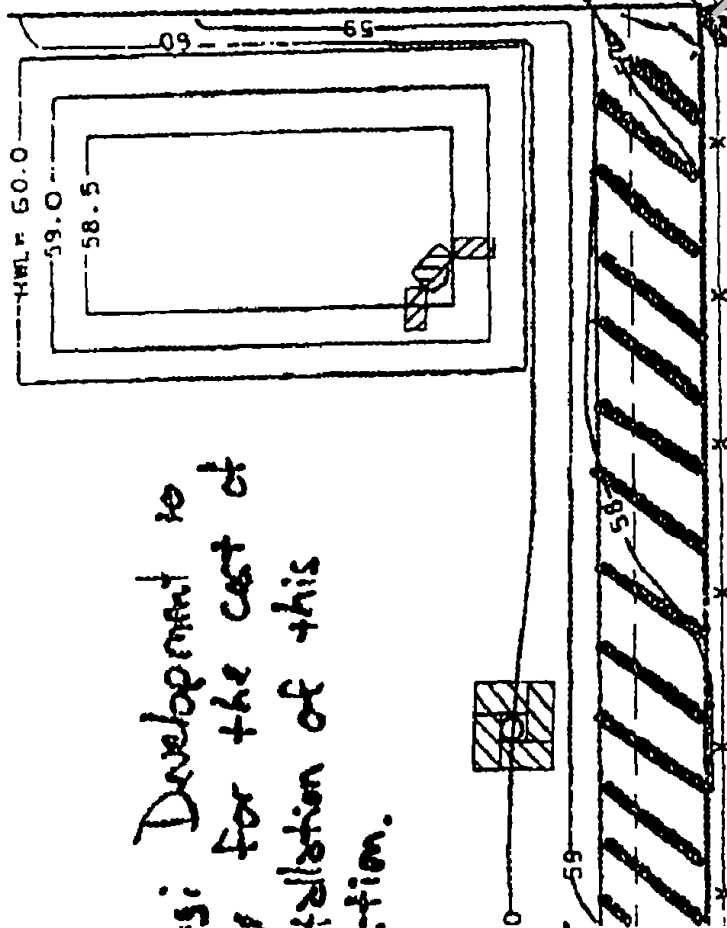
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EXHIBIT B Page 2

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Development is
 for the cost of
 relocation of this
 station.

To be installed on
 Bangi Development.

i- Green

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EXHIBIT C

98657353

Grading/Paving	\$ 9,933.00
Tree Removal	\$ 2,500.00

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