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0239/0075 63 001 Page 1 of 5
1998-08-05 11:08:29
Cook County Recorder-Comptroller

P.I.N. 02-16-228-081

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AGREEMENT

THIS AGREEMENT made and entered into this 26th day of May,
1998, by and between WELLINGTON PARK HOMEOWNER'S ASSOCIATION, an Illinois
not-for-profit corporation (hereinafter called "the Owner"), and the VILLAGE OF
PALATINE, a municipal corporation of Cook County, Illinois, 200 E. Wood Street, Palatine,
Illinois 60067, (hereinafter called "the Village");

WITNESSETH:

WHEREAS, Owner is the owner of certain property in the Village, legally described
on Exhibit "A" attached hereto and made a part hereof, (hereafter referred to as "the subject
property"), upon which Owner has a residential planned development which is known as
WELLINGTON PARK; and

WHEREAS, Owner intends to dedicate to the Village the streets described on Exhibit
"B" attached hereto and made a part hereof, which streets serve the public but are also of
significant benefit to the subject property; and

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

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WHEREAS, said streets meet the Village Code standards for public streets in certain respects, and the Village will accept said dedication on the condition that the Owner and its successors and assigns provide continuing maintenance of certain public improvements serving the subject property as herein provided.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

1. Owner, at its expense, will fully maintain, repair and make the necessary replacements in order to preserve and maintain the following improvements in good working order and repair:

- A. Storm sewers outside of the dedicated ROW and storm water detention facilities.
- B. Sanitary sewers and water mains - except those in easements that are to the benefit of the Village of Palatine and identified in the Plat of Subdivision for Wellington Park.
- C. Parkways - including trees
- D. Street lights
- E. Sidewalks adjacent to the curb and gutter
- F. Off street parking areas adjacent to the curb and gutter
- G. Entrance island by Dundee Road with the exception of the curb and gutter
- H. Cul-de-sac island with the exception of the curb and gutter

2. Owner hereby agrees to pay to the Village, within thirty (30) days following the installation of any necessary traffic control signs necessary to bring said traffic controls signs up to Village standards, any costs associated with the purchase and installation of said signs.

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3. Owner agrees to pay the legal, survey and title charges to identify and dedicate the streets described on Exhibit "B" attached hereto and made a part hereof as well as any Village costs to record the Plat of Dedication and this Agreement.

4. The Village will accept said dedication and in all other respects treat and maintain the said streets as public streets within the Village, including the maintenance of said streets, cleaning, snow plowing, maintenance of curbs and gutters, storm sewer inlets and catch basins, and all traffic control and enforcement functions.

5. In the event the Owner fails to maintain the improvements referenced in Paragraph 1 of this Agreement in good order and repair, the provision of Easement A described on the Plat of Subdivision of Wellington Park shall be in effect.

6. In the event the Owner fails to pay the amounts referenced in Paragraphs 2 and 3 of this Agreement, the Village shall give the Owner written notice of said failure and if the same has not been corrected within thirty (30) days following the date of such notice, the cost thereof of any unpaid amounts due pursuant to Paragraphs 2 and 3 of this Agreement shall be in a lien on the subject property, and in the event said costs, expenses and amounts due are not paid by the Owner, said lien may be enforced in the manner provided by law for enforcement and foreclosure of liens.

7. All notices hereunder shall be valid if personally delivered or mailed by certified mail or registered mail to the parties at their addresses hereinabove set forth or such other addresses as they may from time to time provide by notice in writing to the other party.

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8. This Agreement shall be filed with the Office of the Recorder of Deeds of Cook County, Illinois and shall be binding upon the Owner, its successors and assigns, and all future owners of any interest in the subject property.

IN WITNESS WHEREOF the parties have signed this Agreement on the day and year first above written.

VILLAGE OF PALATINE

By: [Signature]
Mayor

ATTEST:

[Signature]
Village Clerk

WELLINGTON PARK HOMEOWNERS ASSOCIATION

By: [Signature] President

Name: ERIC C SANDERSON III
(Print)

ATTEST:

[Signature] Secretary
Name: PJ Stough
(Print)

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EXHIBIT "A"

Dedication for Public Street Purposes

**Of Lot 16 in Plat of Subdivision Wellington Park Palatine, Illinois being a Subdivision
in the N.W. 1/4 of Section 10, Township 42 North, Range 10, East of the Third
Principal Meridian, in Cook County, Illinois**

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