VILLAGE OF ORLAND PARK

14700 Ravinia Avenue
Orland Park, IL 60462
www.orland-park.il.us

Ordinance No: 4764 **File Number: 2012-0537**

ORDINANCE AUTHORIZING ANNEXATION AGREEMENT (ENGEL RESIDENCE - 7841 REDONDO LANE)

VILLAGE OF ORLAND PARK

STATE OF ILLINOIS, COUNTIES OF COOK AND WILL

Published in pamphlet form this 20th day of November, 2012 by authority of the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois.

VILLAGE OF ORLAND PARK

Ordinance No: 4764

ORDINANCE AUTHORIZING ANNEXATION AGREEMENT (ENGEL RESIDENCE - 7841 REDONDO LANE)

WHEREAS, the Corporate Authorities of the Village of Orland Park, Cook and Will Counties, Illinois, did hold a public hearing on September 17, 2012, to consider an Annexation Agreement for the annexation of certain property not presently within the corporate limits of any municipality but contiguous to the Village of Orland Park, said Agreement being entitled "ANNEXATION AGREEMENT (ENGEL RESIDENCE - 7841 REDONDO LANE)," a true and correct copy of which is attached hereto and made a part hereof as EXHIBIT 1; and

WHEREAS, public notice in the form, manner and time required by law was given of said public hearing by publication not more than 30 days nor less than 15 days prior to said hearing in the "Orland Park Prairie," a newspaper published within the Village of Orland Park and of general circulation in this Village; and

WHEREAS, all persons desiring an opportunity to be heard were given such opportunity at said public hearing; and

WHEREAS, the Corporate Authorities of the Village of Orland Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Orland Park that said Agreement be entered into by the Village of Orland Park;

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, as follows:

SECTION 1

This President and Board of Trustees of the Village of Orland Park hereby find that it is in the best interests of the Village of Orland Park and its residents that the aforesaid "ANNEXATION AGREEMENT (ENGEL RESIDENCE - 7841 REDONDO LANE)" be entered into and executed by said Vil-lage of Orland Park with said Agreement to be substantially in the form attached hereto and made a part hereof as EXHIBIT 1.

SECTION 2

The President and Clerk of the Village of Orland Park, Cook and Will Counties, Illinois, are hereby authorized to execute for and on behalf of said Village of Orland Park the aforesaid Agreement; provided, however, that all of the other parties to said Agreement have properly signed and executed the same.

VILLAGE OF
ORLAND PARK

Ordinance No: 4764

SECTION 3

This Ordinance shall take effect from and after its passage and approval in the manner provided by law.

PASSED this 19th day of November, 2012

David P. Maher, Village Clerk

Aye:	6	Trustee Fenton, Trustee O'Halloran, Trustee Schussler, Trustee Gira, Trustee Griffin Ruzich, and President McLaughlin
Nay:	0	
Absent:	1	Trustee Dodge

DEPOSITED in my office this 19th day of November, 2012

David P. Maher, Village Clerk

APPROVED this 19th day of November, 2012

Daniel J. McLaughlin, Village President

PUBLISHED this 20th day of November, 2012

David P. Maher, Village Clerk

This document prepared by:

E. Kenneth Friker
Klein, Thorpe and Jenkins, Ltd.
15010 S. Ravinia Avenue, Suite 10
Orland Park, Illinois 60462

For Recorder's Use Only

_____

ANNEXATION AGREEMENT
(ENGEL RESIDENCE - 7841 REDONDO LANE)

INTRODUCTION.

1. This Agreement entered into this _____ day of _____, 2012, by and between the VILLAGE OF ORLAND PARK, an Illinois Municipal Corporation (hereinafter referred to as the "Village"), and RUSSELL ENGEL and NATALIE ENGEL (hereinafter collectively referred to as "Owner").

2. The Property subject to this Agreement and legal title to which is vested in the Owner referenced above is legally described as follows:

LOT 25 IN LAGUNA WOODS, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART TAKEN FOR 80TH AVENUE), IN COOK COUNTY, ILLINOIS.

P.I.N. 27-01-106-004

The said property is hereinafter referred to as the "Subject Property".

3. The Subject Property consists of approximately 0.75 acres and is located in unincorporated Orland Township, Cook County, Illinois.

4. The Subject Property is one (1) single family residential lot to be zoned R-2 Residential under the Land Development Code (the "Code") of the Village of Orland Park.

5. The Village of Orland Park is a Home Rule Unit pursuant to the provisions of the Illinois Constitution, Article VII, Section 6, and the terms, conditions and acts of the Village under this Agreement are entered into and performed pursuant to the Home Rule powers of the Village and the statutes in such cases made and provided.

RECITALS:

1. The parties hereto desire that the Subject Property be annexed to the Village, subject to the terms and conditions as hereinafter set forth and that the Subject Property be zoned in the manner as set forth in this Agreement under the R-2 Residential District provisions of the Code.

2. Owner has petitioned the Village for annexation to the Village of the Subject Property and for amendments to the Code classifying the Subject Property as more fully hereinafter set forth.

3. The parties hereto have fully complied with all relevant statutes of the State of Illinois and ordinances of the Village with respect to annexation including the filing of a petition by Owner requesting annexation of the Subject Property and zoning of the Subject Property to enable use of the property as herein provided. The Village has caused the issuance of proper notice and the conduct of all hearings by all necessary governmental entities to effectuate such annexation and rezoning as herein provided.

4. All reports by all relevant governmental entities have been submitted enabling appropriate action by the Village Board of Trustees to achieve the following:

(a) Adoption and execution of this Agreement by ordinance;

(b) Enactment of annexation ordinances annexing the Subject Property as described above to the Village;

(c) Adoption of such ordinances as are necessary to effectuate the terms and provisions of this Agreement including the classification of the entire Subject Property for purposes of zoning pursuant to the terms and conditions of this Agreement;

(d) The adoption of such other ordinances, resolutions and actions as may be necessary to fulfill and implement this Agreement pursuant to the terms and conditions herein contained.

5. The Subject Property is not within a library district nor are any roads adjacent to or on the Subject Property under the jurisdiction of a township. The Village does not provide fire protection services to the Subject Property.

6. The parties hereto have determined that it is in the best interests of the Village and the Owner and in furtherance of the public health, safety, comfort, morals and welfare of the community to execute and implement this Agreement and that such implementation of this Agreement and development of the Subject Property pursuant to its terms and conditions will constitute an improvement of the tax base of the Village, be in implementation of the Comprehensive Plan of the Village and will constitute a preservation of environmental values.

7. Owner covenants and agrees that they will execute all necessary directions and issue all necessary instructions and take all other action necessary to perform their obligations hereunder.

SECTION ONE: Annexation.

The Owner has filed a petition for annexation to the Village of the Subject Property legally described above pursuant to statute in such cases made and provided. The Village has by execution of this Agreement manifested its intention to annex the Subject Property pursuant to the terms and conditions of this Agreement.

Subject to the provisions of Chapter 65, Act 5, Article 7, of the Illinois Compiled Statutes, and such other statutory provisions as may be relevant and the Home Rule powers of the Village, the Village shall by proper ordinance, cause approval and execution of this Agreement and after adoption and execution of this Agreement shall cause the Subject Property to be annexed to the Village. Also the Village, upon annexation of the Subject Property, shall thereafter adopt all ordinances respecting the zoning and use of the entire Subject Property as herein provided. A plat of annexation of the Subject Property to be annexed is attached hereto as EXHIBIT A. The new boundary of the Village resulting from such annexation shall extend to the far side of any adjacent highway and shall include all of every highway within the area so annexed.

Upon the execution of this Agreement, Owner shall do all things necessary and proper to carry out the terms, conditions and provisions of this Agreement and effectuate the annexation of the above-described Subject Property to the Village, and to aid and assist the Village in also so doing.

The Village shall take all actions necessary to carry out and perform the terms and conditions of this Agreement and to effectuate the annexation of the Subject Property to the Village.

SECTION TWO: Zoning, Plan Approval, Design Standards and Exceptions.

A. The Village, upon annexation and necessary hearings before the relevant governmental bodies having taken place pursuant to statute and ordinances in such cases made and provided and pursuant to requisite notice having been given, shall by proper ordinance after execution of this Agreement and annexation of the Subject Property to the Village, cause the Subject Property described above to be classified as R-2 Residential District of the Code, as more fully set forth in the ordinance rezoning said property.

Owner agrees that permission for the construction of those public improvements which require approval from the Metropolitan Water Reclamation District of Greater Chicago ("MWRD") or any other governmental agency, must be obtained. Owner agrees to maintain and keep in good repair the public improvements that are to be constructed until accepted by the Village.

The parties hereto agree to cooperate in obtaining, expediting and submitting such necessary documents as may be required for the approval thereto from the MWRD or any other governmental agency. Owner agrees to construct any improvements required by the aforesaid permit at Owner's sole expense, including sanitary sewer main, manholes and sanitary sewer service to the Subject Property. The Village agrees to sign the Owner's completed MWRD permit application, provided it complies with approved engineering, within 10 business days of receipt by the Village of an acceptable and complete permit application.

B. Any existing septic system contained on the Subject Property shall be removed and any wells on the same shall be capped in accordance with the requirements of the Illinois Environmental Protection Agency and/or the Illinois Department of Transportation. If the Owner desires to maintain the well for irrigation purposes, the well must be physically disconnected from the Village's potable water system. The Owner must submit a well use request form, receive approval and allow inspection by Village staff.

C. Owner shall install or cause to be installed for the residence and at their own expense a Roundway and Buffalo Box combination. The Owner agrees to pay for the actual cost and inspection fee for the installation of a water meter of the type required by the Village, and appurtenances. All of the facilities herein described shall be located as determined by the Village.

SECTION THREE: Payment Due from Owner for Water/Sewer Connection.

Owner shall pay to the Village the principal sum of NINETEEN THOUSAND EIGHT HUNDRED FORTY-FOUR AND 73/100 DOLLARS ($19,844.73), plus a 12% cost of living increase (for the period of time since 1993 when the Village water main was installed), for a total of TWENTY-TWO THOUSAND TWO HUNDRED TWENTY-SIX AND 10/100 DOLLARS ($22,226.10) for the privilege of connecting the Subject Property to the Village's water and sanitary sewer facilities. All costs of making the connections, including the cost of the required water meter, shall be borne by Owner. Such connections shall be made by licensed contractor(s) retained by the Owner.

The above principal sum, plus interest at the rate of FIVE AND 7/10 PERCENT (5.7%) per annum shall be paid by Owner to the Village in ONE HUNDRED TWENTY (120) equal monthly payments of TWO HUNDRED FORTY-THREE AND 42/100 DOLLARS ($243.42), which monthly sum includes principal and interest as described above, the first monthly installment being due and payable on the first day of the month following the execution of this Annexation Agreement. The unpaid principal balance may be prepaid by Owner, in whole or in part, at any time without penalty plus interest to the date of such prepayment. At Owners' option upon notice to the Village, said principal sum plus interest as described above may be paid quarterly as an addition to Owners' bimonthly water bill.

Said sums of money shall be a lien on the Subject Property until paid, and Owner acquiesces and agrees to the payment of said sums being a lien on the Subject Property. In the event of a default in the payment of said sums, or any part thereof, the Village shall have the right to foreclose the lien aforesaid in the same manner as provided for with respect to a

mortgage foreclosure. Nothing herein contained shall limit the right of Owner to prepay the permit amount set forth above for the release of lien with respect to the Subject Property.

Village shall solely determine how said sums so paid shall be allocated and disbursed.

Sums of money required to be paid hereunder shall be obligations of the Owner and successors in title, and no conveyance of the Subject Property shall relieve Owner or any subsequent Owner of said obligation. In the event of a default in payment, in addition to the remedy of foreclosure of the lien aforementioned, Village shall have all other rights and remedies against Owner or any of them or any subsequent owner for the collection of monies.

The above-referenced contributions will not increase during the term of this Agreement.

SECTION FOUR: Water Supply.

Owner shall construct and install at their expense the necessary on-site water main to service the Subject Property. The water main shall be constructed and installed in accordance with the Code and final engineering plans approved by the Village. The water service line shall be a 2 inch and smaller copper tube (ASTM B88, Type K – 1 inch minimum), and the water service valve box shall be as depicted on EXHIBIT B attached to this Agreement. The Village agrees to permit connection of the aforementioned water main to the water facilities of the Village.

SECTION FIVE: Sanitary and Storm Sewers.

Owner shall be required to construct and install at its expense the necessary sanitary sewer to service the Subject Property in accordance with the Code (a 6 inch pipe from the residence to the Village main) and final engineering plans approved by the Village. The Village agrees to permit connection of the aforementioned sanitary sewer to the sanitary sewer facilities of the Village and to furnish sewer service on the same basis as said services are furnished to other parts of the Village. Owner agrees that no surface water is to be discharged into the sanitary sewerage collection system and will make adequate provision that this will not occur.

SECTION SIX: Easements.

The Owner agrees at the time of approval of the Annexation Agreement to grant to the Village, and/or obtain grants to the Village of, all necessary easements for the extension of sewer, water, street, or other utilities, including cable television, or for other improvements to serve the Subject Property.

All such easements to be granted shall name the Village and/or other appropriate entities designated by the Village as grantee thereunder. It shall be the responsibility of the Owner to obtain all easements, both on site and off site, necessary to serve the Subject Property.

SECTION SEVEN: Developmental Codes and Ordinances and General Matters.

Except as provided herein, the improvement of the Subject Property annexed shall be in accordance with the existing building, zoning, subdivision, storm water retention and other developmental codes and ordinances of the Village. Planning and engineering designs and standards and dedication of public improvements shall be in accordance with the then existing ordinances of the Village or in accordance with the statutes and regulations of other governmental agencies having jurisdiction thereof if such standards are more stringent than those of the Village of Orland Park at such time.

SECTION EIGHT: Impact Requirements.

Owner agrees that any and all payments and easements provided for in this Agreement substantially advance legitimate governmental interests of the Village, including, but not limited to, providing its residents, and in particular the future residents of the Subject Property, with access to and use of public utilities, streets, libraries, schools, parks and recreational facilities, police protection, and emergency services. Owner further agrees that the payments and easements required by this Agreement are uniquely attributable to, reasonably related to and made necessary by the improvement of the Subject Property.

SECTION NINE: Binding Effect and Term and Covenants Running with the Land.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, successor owners of record of the Subject Property, assignees, lessees and upon any successor municipal authorities of said Village and successor municipalities, for a period of twenty (20) years from the date of execution hereof and any extended time that may be agreed to by amendment.

The terms and conditions of this Agreement relative to the payment of monies to the various Village recapture funds, contributions to the Village construction and/or dedication of public improvements, granting of easements to the Village, dedication of rights-of-way to the Village and the developmental standards established herein shall constitute covenants which shall run with the land.

SECTION TEN: Notices.

Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be personally delivered to or mailed by United States Certified mail, postage prepaid and return receipt requested, as follows:

For the Village:

1. Daniel J. McLaughlin, Village President
   Village of Orland Park
   14700 South Ravinia Avenue
   Orland Park, Illinois 60462

2. David P. Maher, Village Clerk
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462

3. E. Kenneth Friker, Village Attorney
Klein, Thorpe and Jenkins, Ltd.
15010 S. Ravinia Avenue, Suite 10
Orland Park, Illinois 60462

For the Owner:

Russell Engel and Natalie Engel
7841 Redondo Lane
Orland Park, IL 60462

or such other addresses that any party hereto may designate in writing to the other parties pursuant to the provisions of this Section.

SECTION ELEVEN: Reimbursement of Village for Legal and Other Fees and Expenses.

A. To Effective Date of Agreement.

The Owner, concurrently with annexation and zoning of the Subject Property, or so much thereof as required, shall reimburse the Village for the following expenses incurred in the preparation and review of this Agreement, and any ordinances, letters of credit, plats, easements or other documents relating to the Subject Property:

(1) the costs incurred by the Village for engineering services;

(2) all attorneys' fees incurred by the Village; and

(3) miscellaneous Village expenses, such as legal publication costs, recording fees and copying expenses.

B. From and After Effective Date of Agreement.

Except as provided in the paragraph immediately following this paragraph, upon demand by Village made by and through its President, Owner from time to time shall promptly reimburse Village, for all enumerated reasonable expenses and costs incurred by Village in the administration of the Agreement, including and limited to engineering fees, attorneys' fees and out of pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder, and the negotiation and preparation of letters of credit and escrow agreements to be entered into as security for the completion of land improvements.

Such costs and expenses incurred by Village in the administration of the Agreement shall be evidenced to the Owner upon their request, by a sworn statement of the Village; and such costs and expenses may be further confirmed by the Owner at their option from additional documents relevant to determining such costs and expenses as designated from time to time by the Owner.

Notwithstanding the immediately preceding paragraph, Owner shall in no event be required to reimburse Village or pay for any expenses or costs of Village as aforesaid more than once, whether such are reimbursed or paid through special assessment proceedings, through fees established by Village ordinances or otherwise.

In the event that any third party or parties institute any legal proceedings against the Owner and/or the Village, which relate to the terms of this Agreement, then, in that event, the Owner, on notice from Village shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:

1. Owner shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village.

2. If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between Village, and Owner, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel In the event the Village exercises such option, then Owner shall reimburse the Village from time to time on written demand from the President of Village and notice of the amount due for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other expenses of litigation, incurred by the Village in connection therewith. The obligation of Owner to reimburse Village under the terms of this subparagraph 2 shall terminate if no such legal proceedings are brought within one (1) year from the date of the annexation of the Subject Property and, further, such obligation of reimbursement shall not apply if such legal proceedings are based upon alleged errors, omissions or unlawful conduct of Village and not the Owner.

In the event the Village institutes legal proceedings against Owner for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment all expenses of such legal proceedings incurred by Village, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred by the Village in connection therewith. Owner may, in their sole discretion, appeal any such judgment rendered in favor of the Village against Owner.

SECTION TWELVE: Warranties and Representations.

The Owner represents and warrants to the Village as follows:

1. The Owner, Russell Engel and Natalie Engel, are the legal title holders and the owners of record of the Subject Property.

2. That the Owner proposes to improve the Subject Property in the manner contemplated under this Agreement.

3. That other than the Owner, no other entity or person has any ownership interest in the Subject Property or its improvement as herein proposed.

4. That Owner has provided the legal description of the Subject Property set forth in this Agreement and the attached Exhibits and that said legal description is accurate and correct.

SECTION THIRTEEN: Continuity of Obligations.

Notwithstanding any provision of this Agreement to the contrary, including but not limited to the sale and/or conveyance of all or any part of the Subject Property by Owner, Owner shall at all times during the term of this Agreement remain liable to Village for the faithful performance of all obligations imposed by this Agreement until such obligations have been fully performed or until Village, at its sole option, has otherwise released Owner and from any or all of such obligations.

SECTION FOURTEEN: No Waiver or Relinquishment of Right to Enforce Agreement.

Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

SECTION FIFTEEN: Village Approval or Direction.

Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with this Agreement

SECTION SIXTEEN: Singular and Plural.

Wherever appropriate in this Agreement, the singular shall include the plural, and the plural shall include the singular.

SECTION SEVENTEEN: Section Headings and Subheadings.

All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

SECTION EIGHTEEN: Recording.

A copy of this Agreement and any amendments thereto shall be recorded by the Village at the expense of the Owner.

SECTION NINETEEN: Authorization to Execute.

The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. The Owner and Village shall, upon request, deliver to each other at the respective time such entities cause their authorized agents to affix their signatures hereto copies of all bylaws, resolutions, ordinances, partnership agreements, letters of direction or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective parties.

SECTION TWENTY: Amendment.

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

SECTION TWENTY-ONE: Counterparts.

This Agreement may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

SECTION TWENTY-TWO: Curing Default.

The parties to this Agreement reserve a right to cure any default hereunder within thirty (30) days from written notice of such default.

SECTION TWENTY-THREE: Conflict Between the Text and Exhibits.

In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the planning memoranda or any preliminary document or agreement, the text of this Agreement shall control and govern.

SECTION TWENTY-FOUR: Severability.

If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the Village does not have the power to perform any such provision, such provision shall be deemed to be excised herefrom and the invalidity thereof

shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve Village from performance under such invalid provision of this Agreement.

SECTION TWENTY-FIVE: Definition of Village.

When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village unless the context clearly indicates otherwise.

SECTION TWENTY-SIX: Execution of Agreement.

This Agreement shall be signed last by the Village and the President of the Village shall affix the date on which he signs this Agreement on page 1 hereof which date shall be the effective date of this Agreement.

VILLAGE OF ORLAND PARK, an Illinois Municipal Corporation

By: _____
Village President

ATTEST:

By:_____
Village Clerk

OWNER:

_____
Russell Engel

_____
Natalie Engel

ACKNOWLEDGMENTS

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 DANIEL J. MCLAUGHLIN, personally known to me to be the President of the Village of Orland Park, and DAVID P. MAHER, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2012.

_____
Notary Public

Commission expires: _____

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 RUSSELL ENGEL and NATALIE ENGEL, his wife, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this _____ day of _____, 2012.

_____
Notary Public

Commission expires: _____