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Prepared By and
Return to:

Village Clerk
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148-3931



FRED BUCHOLZ

DUPAGE COUNTY RECORDER

JUN. 07, 2018 RHSP 1:25 PM
OTHER \$44.00 06-19-400-033

008 PAGES R2018-050616

**AN ACKNOWLEDGMENT
TO BE BOUND BY CERTAIN PREVIOUSLY RECORDED DOCUMENTS -
KEN LOCH GOLF COURSE PROPERTY
(1S601 SOUTH FINLEY ROAD - 31 ACRES)**

PREVIOUSLY RECORDED DOCUMENTS:

- A. Utility Service and Development Agreement -
Ken-Loch Golf Course Property (1S601 South Finley Road - 31 acres) -
Recorded on September 3, 2015, as document number R2015-098665;
- B. First Amendment to Utility Service and Development Agreement -
Ken-Loch Golf Course Property (1S601 South Finley Road - 31 acres) -
Recorded on February 9, 2017, as document number R2017-014395;
- C. Reinstatement of, and Second Amendment to, Utility Service and Development Agreement -
Ken-Loch Golf Course Property (1S601 South Finley Road - 31 acres) -
Recorded on August 10, 2017, as document number R2017-081533; and
- D. Reinstatement of, and Third Amendment to, Utility Service and Development Agreement -
Ken Loch Golf Course Property (1S601 South Finley Road - 31 acres) -
Recorded on February 14, 2018, as document number R2018-013552.
- E. Reinstatement of, and Fourth Amendment to, Utility Service and Development
Agreement - Ken Loch Golf Course Property (1S601 South Finley Road - 31 acres) -
Recorded on May 3, 2018, as document number R2018-038872.

CLERK C.T.I.C. DUPAGE

This Acknowledgment to be Bound by Certain Previously Recorded Documents - Ken Loch Golf Course Property (1S601 South Finley Road - 31 acres) (the "Acknowledgment") is made and entered into as of May 31, 2018 (hereinafter, the "Effective Date"), by and between the Village of Lombard, an Illinois municipal corporation located in DuPage County, Illinois (hereinafter, the "Village"), and Woodmoor Development, LLC, an Illinois limited liability

liability company (hereinafter, the “Developer”) in accordance with authority granted by Article VII, Section 10(a) of the Illinois Constitution. The Village and the Developer are hereinafter sometimes referred to collectively as the “Parties” and individually as a “Party.”

WITNESSETH

WHEREAS, the Village and the Developer entered into a Utility Service and Development Agreement dated July 16, 2015 (the “Original Agreement”), in regard to the property as legally described, at the time of the approval of the Original Agreement and the First Amendment (as defined below), as set forth on Exhibit 1 attached hereto and made part hereof; with said Original Agreement being recorded with the DuPage County Recorder’s Office on September 3, 2015, as document number R2015-098665; and

WHEREAS, the Village and the Developer entered into a First Amendment to Utility Service and Development Agreement dated December 15, 2016 (the “First Amendment”), which amended the Original Agreement, and which was recorded with the DuPage County Recorder’s Office on February 9, 2017, as document number R2017-014395; and

WHEREAS, the property covered by the Original Agreement and the First Amendment was subdivided pursuant to the plat of subdivision recorded on April 17, 2017 as document number R2017-036373, with said property now being legally described as set forth on Exhibit 2 attached hereto and made part hereof (the “Subject Property”); and

WHEREAS, the Village and the Developer entered into a Reinstatement of, and Second Amendment to, Utility Service and Development Agreement dated July 26, 2017 (the “Second Amendment”), which amended the Original Agreement, as amended by the First Amendment, and which was recorded with the DuPage County Recorder’s Office on August 10, 2017, as document number R2017-081533; and

WHEREAS, the Village and the Developer entered into a Reinstatement of, and Third Amendment to, Utility Service and Development Agreement dated December 31, 2017 (the “Third Amendment”), which amended the Original Agreement, as amended by the First Amendment and the Second Amendment, and which was recorded with the DuPage County Recorder’s Office on February 14, 2018, as document number R2018-013552; and

WHEREAS, the Village and the Developer entered into a Reinstatement of, and Fourth Amendment to, Utility Service and Development Agreement dated April 25, 2018 (the “Fourth Amendment”), which amended the Original Agreement, as amended by the First Amendment, the Second Amendment and the Third Amendment, and which was recorded with the DuPage County Recorder’s Office on May 3, 2018, as document number R2018-038872 (the Original Agreement as amended by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment being hereinafter referred to as the “Amended Agreement”); and

WHEREAS, pursuant to Section 16.6 of the Original Agreement, Section 11 of the First Amendment, Section 8 of the Second Amendment, Section 9 of the Third Amendment and Section 3 of the Fourth Amendment, the Parties are obligated to record an acknowledgment of their agreement to be bound by the terms and conditions of the Amended Agreement, upon the Developer becoming the fee title owner of the Subject Property; and

WHEREAS, the Developer has become the fee title holder of the Subject Property; and

WHEREAS, it is in the best interests of the Village and the Developer to enter into this Acknowledgment.

NOW, THEREFORE, in consideration of the foregoing, the covenants, conditions and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. That the Original Agreement, the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment, constituting the Amended Agreement, are incorporated herein by reference, and are made a part hereof as if set forth in their entirety herein.
2. That the Parties hereby acknowledge their agreement to be bound by the terms and conditions of the Amended Agreement.
3. The individual executing this Acknowledgment on behalf of the Developer warrants that he is lawfully authorized by the Developer to execute this Acknowledgment on behalf of said Developer. The Village President and Village Clerk hereby warrant that they are lawfully authorized by the Corporate Authorities of the Village to execute this Acknowledgment on behalf of the Village. The Developer and the Village shall deliver to


each other, upon request, copies of all bylaws, joint venture agreements, resolutions, ordinances or other documents required to legally evidence the authority to so execute this Acknowledgment on behalf of each of them.

4. This Acknowledgment may be executed in two (2) or more counterparts, each of which, taken together, shall constitute one and the same instrument.
5. The date on which the Developer becomes/became the fee title holder of the Subject Property shall be inserted on page 1 hereof, prior to the recording of this Acknowledgment, which date shall be the Effective Date of this Acknowledgment.
6. This Acknowledgment shall be binding upon Developer's successors in title to the Subject Property, or any part thereof, and their respective successors, grantees, lessees, and assigns, including owners' associations, and upon successor corporate authorities of the Village, and its successor municipalities.
7. This Acknowledgment shall be recorded by the Developer, at Developer's sole cost and expense, after the Developer becomes fee title owner of the Subject Property, but before the Developer conveys any portion of the Subject Property to a third party, or any mortgage(s) are recorded against title to all, or any portion of, the Subject Property.

IN WITNESS WHEREOF, the Parties have caused this Acknowledgment to be executed by their respective authorized representatives.

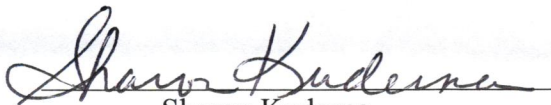
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HAS INTENTIONALLY BEEN LEFT BLANK.**

Village of Lombard,
an Illinois municipal corporation

By: 
Keith Giagnorio
Village President

Date: 4/9/18

ATTEST:


Sharon Kuderna
Village Clerk

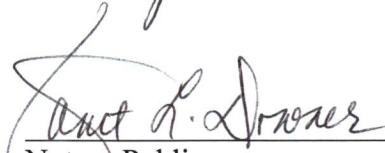
Date: 4/9/18

State of Illinois)
) SS
County of DuPage)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Keith Giagnorio, personally known to me to be the Village President of the Village of Lombard, and Sharon Kuderna, 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 Village 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 Corporate Authorities 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 9th day of April, 2018.




Notary Public

Woodmoor Development, LLC,
an Illinois limited liability company

By: Scott A. Stevens
Scott A. Stevens
Manager

Date: May 9, 2018

State of Illinois)
Cook) SS
County of DuPage)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Scott A. Stevens, personally known to me to be the Manager of Woodmoor Development, LLC, an Illinois limited liability company, acknowledged to me that he signed and delivered the foregoing instrument on behalf of said company as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 9th day of May, 2018.

Julia A. McConville

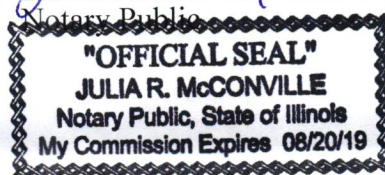


Exhibit 1

**Legal Description
of the Subject Property
as Contained in the Original Agreement and the First Amendment**

PARCEL 1: THAT PART OF THE NORTH 31 ACRES OF THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 LYING SOUTH OF THE NORTH 660 FEET OF SAID WEST HALF OF THE SOUTHEAST QUARTER, IN SECTION 19, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF SAID NORTH 31 ACRES WITH THE EAST LINE OF FINLEY ROAD AS HERETOFORE DEDICATED BY DOCUMENT R69-42444; THENCE NORTH ALONG THE EAST LINE OF FINLEY ROAD, A DISTANCE OF 523.75 FEET FOR A PLACE OF BEGINNING, THENCE CONTINUING NORTH ALONG THE EAST LINE OF FINLEY ROAD A DISTANCE OF 164.38 FEET; THENCE EAST PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 265.0 FEET; THENCE SOUTH PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 164.38 FEET; THENCE WEST PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 265.0 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS; AND

PARCEL 2: THE NORTH 31 ACRES OF THAT PART OF THE WEST HALF OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF THE NORTH 660 FEET OF SAID WEST HALF OF THE SOUTHEAST 1/4, EXCEPT THE FOLLOWING: THAT PART OF THE NORTH 31 ACRES OF THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 LYING SOUTH OF THE NORTH 660 FEET OF SAID WEST HALF OF THE SOUTHEAST QUARTER, IN SECTION 19, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF SAID NORTH 31 ACRES WITH THE EAST LINE OF FINLEY ROAD AS HERETOFORE DEDICATED BY DOCUMENT R69-42444; THENCE NORTH ALONG THE EAST LINE OF FINLEY ROAD, A DISTANCE OF 523.75 FEET FOR A PLACE OF BEGINNING, THENCE CONTINUING NORTH ALONG THE EAST LINE OF FINLEY ROAD A DISTANCE OF 164.38 FEET; THENCE EAST PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 265.0 FEET; THENCE SOUTH PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 164.38 FEET; THENCE WEST PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 265.0 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PINs: 06-19-400-011, -030 and -031.

COMMON ADDRESS: 1 South 601 Finley Road,
Lombard, Illinois 60148.

Exhibit 2

**Current Legal Description
of the Subject Property**

Lots 1 through 20, inclusive, and N.E.A. 1, N.E.A. 2, N.E.A. 3, N.E.A. 4, and N.E.A. 5 in Woodmoor Subdivision, being a subdivision in the West 1/2 of the Southeast 1/4, in Section 19, Township 39 North, Range 11, East of the Third Principal Meridian, DuPage County, Illinois, in accordance with the plat thereof recorded by the DuPage County Recorder on April 17, 2017, as Document No. R2017-036373.

PINs: 06-19-400-033, -034, -035, -036, -037, -038, -039, -040, -041, -042, -043, -044, -045, -046, -047, -048, -049, -050, -051, -052, -053, -054, -055, -056 and -057.

COMMON ADDRESS: 1 South 601 Finley Road,
Lombard, Illinois 60148.