

# UNOFFICIAL COPY

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## MAINTENANCE AGREEMENT

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THIS AGREEMENT made this 17th day of January, 1986, ~~1985~~ by and between the PALATINE NATIONAL BANK, as trustee under Trust Agreement dated September 20, 1984 and known as Trust No. 4409 (hereinafter "Trustee"), ROLLING MEADOWS STORAGE CORPORATION, an Illinois corporation located at 67 Paddock Street, Crystal Lake, Illinois 60014 (hereinafter "Rolling Meadows Storage"), and HARLOW R. MILLS and DOREN D. MILLS (hereinafter "Mills"):

WHEREAS, Trustee holds title to three parcels of land legally described as follows:

LOTS 1, 2 AND 3 IN COX' PLANNED UNIT DEVELOPMENT BEING A SUBDIVISION OF THE WEST 149.33 FEET, AS MEASURED ALONG AND PERPENDICULAR TO THE NORTH LINE OF LOT 3 IN BLACKHAWK SUBDIVISION IN ROLLING MEADOWS, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF ROLLING MEADOWS, COOK COUNTY, ILLINOIS

WHEREAS, Rolling Meadows Storage has entered into an installment contract to purchase Lots 1 and 3 and Mills has entered into a real estate sale contract to purchase Lot 2;

This instrument prepared by:

Richard A. Cowen  
Cowen, Crowley & Hager  
55 East Monroe, Suite 4333  
Chicago, Illinois 60603

TAX. I.D.# 02-23-401-047, 3655 BLACKHAWK DR  
ROLLING MEADOWS

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WHEREAS, a Grant of Easement Agreement (hereinafter the "Easement Agreement") pertaining to Lots 1, 2 and 3 was entered into on January 17, 1986, by and between Trustee, Rolling Meadows Storage and Mills;

WHEREAS, under the terms of the Easement Agreement, Trustee and Rolling Meadows Storage granted to Mills non-exclusive easements across the South thirty (30) feet of Lot 3 and across the West twenty-five (25) feet of the North 205.79 feet of Lot 1;

WHEREAS, said Easement Agreement further provides that the owners of Lots 1, 2 and 3 agree to share the costs of maintaining the road improvements across the aforesaid easements (the "Road Improvements");

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

1. The owners of Lots 1, 2 and 3 agree to maintain the Road Improvements insubstantially the same condition they are in as of the date of this Agreement. If the owners of Lots 1 and 3 upgrade the Road Improvements, the owner of Lot 2 shall not be responsible for any of the costs incurred therefor but the owner of Lot 2 shall continue to pay his proportionate share of maintenance costs, as set forth hereinbelow.

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2. As part of the maintenance of the Roadway Improvements, the parties agree to share the costs, in accordance with the formula set forth hereinbelow, of removing snow or ice from the Roadway Improvements whenever necessary.

3. The costs of maintaining the Roadway Improvements shall, unless otherwise modified by written agreement of the parties hereto, be attributed to the Lots according to the following formula:

Lot 1 - 45%

Lot 2 - 10%

Lot 3 - 45%

4. If any damage to the Roadway Improvements is due to the negligence of an owner of one of the Lots or any person who uses or has used the Road Improvements pursuant to authority of such owner, then the owner causing such damage or, in the event damage is caused by a third party, the owner granting such authority to use the easement, shall be liable for such damages.

5. The owners of Lot 3 further agree to permit the owners of Lot 2 continued joint use of the sewer and waste facilities serving Lots 2 and 3 and its improvements.

6. This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, and assigns.

7. This Agreement may be recorded by any of the parties hereto.

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RIDER ATTACHED.

IN WITNESS WHEREOF, the Corporate parties hereto have caused their names to be signed to these presents by one of their President, Vice President or Assistant Vice President and attested by their Secretary or Assistant Secretary, the day and year first above written and Mills has caused its names to be signed to these presents.

PALATINE NATIONAL BANK as Trustee, as aforesaid, and not personally

By: [Signature]  
Assistant Vice President and Trust Officer

Attest: [Signature]  
ROLLING MEADOWS STORAGE CORPORATION

By: [Signature]  
President

Attest: [Signature]

[Signature]  
Harlow R. Mills

[Signature]  
Doreen D. Mills

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SEE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Palatine National Bank or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released, any liability hereunder being specifically limited to the Trust assets, if any, securing this instrument. If no specific Trust assets secure this undertaking, then all liability is limited to the Trust assets generally, if any.

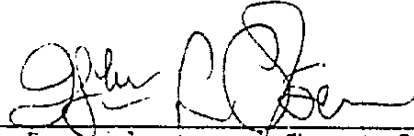
County Clerk's Office

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PALATINE NATIONAL BANK as Trustee,  
as aforesaid, and not personally

By:

  
Vice President and Trust Officer

Attest:

  
Trust Officer

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it is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the Trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Palatine National Bank under said Trust Agreement, on account of this instrument or on account of any representation, covenants, undertaking and agreement of said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released, any liability here under being specifically limited to the Trust assets, if any, securing this instrument. If no specific Trust assets secure this undertaking, then all liability is limited to the Trust assets generally, if any.

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STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF C O O K )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named President and Secretary of the ROLLING MEADOWS STORAGE CORPORATION, a Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and the said Corporation then and there acknowledged that said Secretary, as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Subscribed and Sworn to before me this 10th day of January, 1986.

Margaret A. Reed  
NOTARY PUBLIC

My Commission Expires Feb. 1, 1988

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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 DOREEN D. MILLS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act for the use and purpose therein set forth.

Subscribed and Sworn to before me this 5 day of March, 1986

K. L. Frandsen  
NOTARY PUBLIC

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