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LEGAL DEPARTMENT
VILLAGE OF ARLINGTON HEIGHTS
33 S. Arlington Heights Road
Arlington Heights, IL 60005

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OFFICIAL BUSINESS

ON-SITE UTILITY MAINTENANCE AGREEMENT
91004866
DEPT. OF PUBLIC WORKS
14555 TRAN 2484 01/04/91 10:58:00 \$3.00
1500 West Central Road #5440 #E *-91-004866
ARLINGTON HEIGHTS, ILLINOIS COOK COUNTY RECORDER

This Agreement made as of November 19, 1990, by and between First Illinois Bank and Trust, a national banking association, not personally but solely as trustee under Trust Agreement dated January 20, 1990 and known as Trust No. 9303 (the "Owner"), and the Village of Arlington Heights, Illinois (the "Village").

WITNESSETH:

WHEREAS, Owner owns fee title to the real estate situated in the Village of Arlington Heights, legally described as:

Lot 15 in Central-Wilke Subdivision of Lot 1 in Arthur T. McIntosh and Company's First Addition to Arlington Heights Farms, a subdivision of that part of the South West 1/4 of Section 31, Township 42 North, Range 11 East of the Third Principal Meridian, lying South of Public Highway and West of East 944.93 feet of said South West 1/4 in Cook County, Illinois (the "Property") and

WHEREAS, the Property is to be developed and in connections therewith it is necessary to service the Property with sanitary sewer and domestic water and to maintain storm water detention basins to service the Property; and

WHEREAS, the sanitary sewer, storm sewer, water mains and storm water detention basins are not located within public rights-of-way or dedicated easements and Village does not maintain sanitary sewers, storm sewers, water mains, and storm water detention basins on privately owned property,

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, it is agreed as follows:

1. Owner agrees to maintain, at no cost or expense to the Village, all of the following:

a. All sanitary sewerage facilities to be located on the Property as shown on the plans entitled Northwest Medical Center, prepared by Huddrieser-Gutowsky and Associates, Inc. dated July 24, 1990 (the "Plans"), as approved by the Village, or any amended plans as agreed to and approved by Owner and Village.

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b. All storm sewers, detention basins, swales and appurtenances to be located on the Property as shown on the Plans as approved by the Village, or any amended plans as agreed to and approved by Owner and Village.

c. All water mains and appurtenances located on the Property as shown on the Plans as approved by the Village, or any amended plans as agreed to and approved by Owner and Village.

d. Maintain the utilities as itemized above in accordance within the rules and regulations of the Village.

2. In the event Owner does not properly maintain the above described water and sanitary sewer services on the Property in accordance with the requirements of the Village, reasonable written notice thereof will be given to Owner advising Owner that the system is not in conformance with the requirements of the Village. In the event the Owner does not diligently and continuously take steps to bring said services into compliance with the applicable requirements, the Village is authorized to enter upon the Property to correct deficiencies and to place a lien against the Property until such time that the Village has been fully reimbursed for its expenses in correcting the deficiencies. In an emergency situation, the Village is authorized to enter upon the Property in order to remedy the emergency situation.

3. In the event Owner does not properly maintain the above described storm water collection system and storm water detention basins to preserve the designed capacity of the basin or should Owner allow a public nuisance to exist, the Village is authorized to enter upon the Property to correct deficiencies and to place a lien against the Property until such time that the Village has been fully reimbursed for its expenses in correcting the deficiencies.

4. a. Owner agrees to save the Village harmless from any and all claims for damages resulting from the Village interrupting service to the Property due to failure of Owner to properly maintain the systems described above and any other claims or damages arising out of this Agreement and the ownership and maintenance of the facilities described herein; and

b. The Village agrees to save the Owner harmless from any and all claims for damages and any other claims or injuries arising out of the negligent or intentional acts of its employees and/or agents while performing services on the Property.

5. All covenants and agreements of Owner hereunder shall be deemed and taken to be covenants running with the land and shall

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be binding upon Owner and its successors and assigns. Upon transfer of the Property, the obligations of the Owner or transferor of the Property shall become the obligations of the transferee of the Property, and the Owner and transferor of the Property shall be relieved from any all obligation and liability hereunder.

This Agreement is executed by First Illinois Bank and Trust, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the obligations, duties, agreements, covenants and conditions to be performed by First Illinois Bank and Trust under this Agreement are undertaken by it solely as Trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against First Illinois Bank and Trust by reason of any of the terms, provisions, statements, obligations, duties, agreements, covenants and conditions contained in this Agreement.

IN WITNESS WHEREOF, First Illinois Bank and Trust, not personally but solely as Trustee as aforesaid has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents by its (Assistant) Vice President and attested by its (Assistant) Secretary, as of this 21st day of November, 1990.

FIRST ILLINOIS BANK AND TRUST
a national banking
association, as Trustee,
under Trust No. 9301 and
not personally

ATTEST:

By: L. O. Duv
(Assistant) Secretary
Commercial Loan Off. cor

By: [Signature]
(Assistant) Vice President

ATTEST:

By: [Signature]
Its Village Clerk ACTING

VILLAGE OF ARLINGTON HEIGHTS
By: [Signature]
Its Village Manager

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

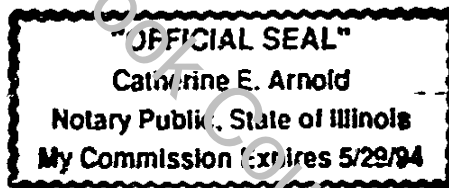
L. Catherine E. Arnold, a Notary Public in and for the said County, in the State aforesaid, do hereby certify

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that Patrick A. Carrie Vice President of the First Illinois Bank and Trust and Leigh DeVal Commercial Loan Officer ~~Secretary~~ of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President, and Commercial Loan Officer, 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Commercial Loan Officer then and there acknowledged that he as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 26th day of November, 1993.



Catherine E. Arnold
Notary Public

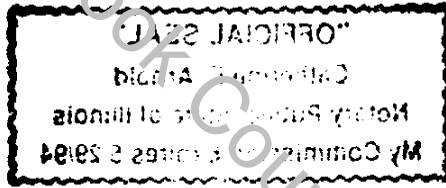
Permanent Index No. : 03-31-302-016

Property Address: 1600 West Central Road
Arlington Heights, Illinois 60005

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