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VILLAGE OF ARLINGTON HEIGHTS 9 6 8
33 S. Arlington Heights Road
Arlington Heights, IL 60005

OFFICIAL BUSINESS

ONSITE UTILITY MAINTENANCE AGREEMENT 91004868

1602 West Central Road . DEPT-89 #180 \$3.00
Arlington Heights, Illinois 74555 TRAN 2494 01/04/91 10:56:00
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COOK COUNTY RECORDER

This Agreement made as of November 19, 1990, by and between American National Bank and Trust Company of Chicago, a national banking association, not personally but solely as trustee under Trust Agreement dated November 1, 1989 and known as Trust No. 109760-09 (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 the Public Highway and West of the 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 connection therewith it is necessary to service the Property with sanitary sewer, storm 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 the 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 Hundrieser-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 with 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 shall 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 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

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Property shall be relieved from any and all obligation and liability hereunder.

This Agreement is executed by American National Bank and Trust Company of Chicago, 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 American National Bank and Trust Company of Chicago 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 American National Bank and Trust Company of Chicago by reason of any of the terms, provisions, statements, obligations, duties, agreements, covenants and conditions contained in this Agreement.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, 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 15th day of November, 1990.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, as Trustee, under Trust No. 109760-09 and not personally

ATTEST:

Peter Johansen

By:

(Assistant) Secretary

By:

(Assistant) Vice President

VILLAGE OF ARLINGTON HEIGHTS

ATTEST:

By:

Its Village Manager

Its Village Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF C O O K)

I, WOLA DAVIDSON, a Notary Public in and for said County, in the State aforesaid, do hereby certify that

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