

MAINTENANCE AGREEMENT

BETWEEN THE CITY OF MARKHAM, ILLINOIS  
LASALLE NATIONAL TRUST, N.A. AND TRUSTEE TO  
LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST  
AGREEMENT DATED SEPTEMBER 28, 1993 AND KNOWN AS  
TRUST NUMBER 118286 and not personally

A permanent non exclusive license and easement is hereby reserved for and granted to the City of Markham, Illinois, as the party of the first part, in, upon, across, over under, and through the area formerly public alleys running east and west between 159th and 168th Streets and north and south between Kedzie Avenue and Troy Street, at or near the intersection of 159th Street and Kedzie Avenue, to the extent of the vacation of said alleys for the purpose of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning, and maintaining sanitary sewers, storm sewers, water mains and any and all manholes, hydrants, pipes, connections catch basins, buffalo boxes and without limitation such other installation as may be required to furnish sewer and water service to the surrounding area and such appurtenances and additions thereto as said City may deem necessary, together with the right of access across the lots and real estate included in the attached Plat of Vacation for the necessary men and equipment to do any and all of the above work, by the parties of the second part, being LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 28, 1993 AND KNOWN AS TRUST NUMBER 118286.

95271099

DEPT-01 RECORDING \$29.50  
197777 TRAN 0559 04/25/95 12:13:00  
51911 RC #95-271099  
COOK COUNTY RECORDER

The right is also hereby granted to the City to cut down, demolish, trim or remove any trees, shrubs or other plants or structures that interfere with the operation of or access to said sewers or water mains, without limitation, in, on, upon or across, under or through said area of vacation.

2950

# UNOFFICIAL COPY

Further, the parties of the second part do hereby agree to hold the City of Markham, Illinois harmless for any and all damage or claims which may be caused by, or arise out of the exercise of the rights granted under this agreement; and, that the cost of replacement or repair of any damage caused by the City of Markham in the exercise of these rights shall be fully paid for or repaired or replaced by the parties of the second part at their sole expense.

Except for emergency reasons, the City of Markham shall give to the property owner, the parties of the second part, reasonable notice of their intent to exercise rights pursuant to this agreement.

This agreement shall be recorded with the Recorder of Deeds of Cook County and shall be considered by the parties hereto a covenant which runs with the land and is binding upon subsequent purchasers.

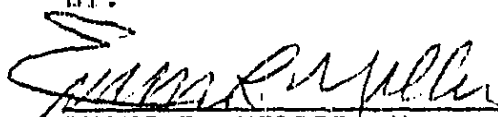
THE REAL PROPERTY INVOLVED IS LEGALLY DESCRIBED AS FOLLOWS:

SEE ATTACHED PLAT OF VACATION

DATED: JUNE 15, 1994

THE CITY OF MARKHAM, ILLINOIS

BY:

  
\_\_\_\_\_  
EVANS R. MILLER, Mayor

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