## **UNOFFICIAL C** 2000-11-14 13:18:35

Cook County Recorder

CITY OF **ROLLING MEADOWS** 



LICENSE TO INSTALL

AND MAINTAIN A

DECORATIVE OR

**COOK COUNTY** RECORDER SPECIAL MATERIAL EUGENE "GENE" MOORE **ROLLING MEADOWS** 

DRIVEWAY

This Agreement, made and entered into this 9 day of May, 2000, by and for the City of Rolling Meadow: ('City") and

YIJONDIN ANIJAH

"Title Holder(s)"). ANDRZET NIEWOLIK

WHEREAS, the undersigned are (is) the record Title Holder(s) of the following legally described property, which property is commonly known as

Rolling Meadows, Illinois: 2931 OAKSBURY CT

## LEGAL DESCRIPTION AS FOLLOWS:

LOT 34 IN OAKSBURY, A SUBDIVISION IN THE NORTH 1/2 OF JECTION; TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX INDEX NO.: 02 35 108 038 0000 150

WHEREAS, the Title Holder(s) desire to install a decorative or special material driveway in the City's public right-of-way or easement; and

WHEREAS, the City agrees, through its Building & Zoning Officer, to allow the installation of a decorative or special material driveway in its right-of-way or easement, subject to the following conditions, until such time as their license is revoked by the City upon thirty (30) days written notice to the Title Holder(s):

- 1. The City of Rolling Meadows assumes no responsibility because of the installation and the Owner will hold the City harmless of and from any loss, cost, damage or expense, including any reasonable attorney's fees, in any action arising out of or in the course of the use, existence or maintenance of said driveway.
- 2. Existence of the driveway in the public right-of-way or easement shall not in any way interfere with the right of the City to excavate therein for repair, maintenance or installation of any public willities or for any other purpose, nor with the right of the City to otherwise maintain, clean, ploy, repair, construct or reconstruct therein.
- 3. In the event the Ci y removes, damages, or otherwise disturbs the driveway it shall only be responsible for the cost of repair equal to a typical asphalt or concrete repair or replacement and shall reimburse the owner for only that amount upon completion of the repair. Said repair shall be contracted by the owner.
- 4. This agreement shall be binding upon and inure to the benefit of the heirs, grantees, successors and assigns of the parties hereto and shall constitute a covenant running with the land with respect to the private premises.

IN WITNESS WHEREOF, the Title Holder(s) and the  $Cir_{j}$  have affixed their hands and seals on the date first above written.

Accepted:

PREPARED BY & Mail to:

Storino, Ramello & Durkin D. Rose
9501 West Devon Avenue

Suite 800 Rosemont, IL 60018

STATE OF ILLINOIS	)
COUNTY OF COOK	)

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, do

hereby certify that <u>HALINAT Andrzez Nicwolik</u> title holder(s), 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 acknowledge that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this  $9^{\frac{1}{2}}$  day of

My commission expires: (0/3)/6

BELOW THIS LINE FOR OFFICE USE ONLY

APPROVED:

CITY OF ROLLING MEADOWS STATE OF ILLINOIS ) COUNTY OF COOK )

by:

Rodney A/Blane

Building & Zoning Officer

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Rodney A. Blane, Building & Zoning Officer, Rolling Meadows, Illinois, 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 he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this  $9^{1/2}$  day of

Notary Public

My commission expires: /8/3//01