

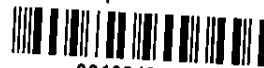
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Cook County Recorder 25.50



0010813862

CITY OF
ROLLING MEADOWS

LICENSE TO INSTALL

AND MAINTAIN A

DECORATIVE OR

SPECIAL MATERIAL

DRIVEWAY

This Agreement, made and entered into this 17th day of August, 20 01, by and for the City of Rolling Meadows ("City") and Genevieve C. Puchalski and Evelyn S. Janus ("Title Holder(s)").

WHEREAS, the undersigned are (is) the record Title Holder(s) of the following legally described property, which property is commonly known as 3303 Central Rd, Rolling Meadows, Illinois:

LEGAL DESCRIPTION AS FOLLOWS:

10 in Huntz's Resubdivision of Plum Grove Hills, Unit No. 5, being a Resubdivision of Lot 132 both inclusive in Plum Grove Hills, Unit No. 5 being a subdivision of part of the East 1/2 Fractional Section 6 and part of the East 1/2 of fractional Section 7, all in Township 41 North, Range 11 Third Principal Meridian, in Cook County, Illinois.

PERMANENT TAX INDEX NO.: 08-06-200-051-0000 Vol. 049

Don Rose
Storino-Ramello-DURKIN
9501 West Devon
Rosemont, IL 60018

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 installation.
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 utilities or for any other purpose, nor with the right of the City to otherwise maintain, clean, plow, repair, construct or reconstruct therein.
3. In the event the City removes, damages or otherwise disturbs the driveway it shall only be responsible for that 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.
6. 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 land with respect to the private premises.

IN WITNESS WHEREOF, the Title Holder(s) and the City have affixed their hands and seals on the date first above written.

Accepted:

Jenevieve C. Puchalski

Evelyn J. Jones

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 Denise Pacheco & Evelyn Jensen 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 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 17th day of August, 2001.

Janice Kolakowski
Notary Public

My commission expires: 10/31/01



BELOW THIS LINE FOR OFFICE USE ONLY

STATE OF ILLINOIS)
COUNTY OF COOK)

APPROVED:
CITY OF ROLLING MEADOWS

by: Rodney A. Blane
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 23rd day of August, 2001.

Janice Kolakowski
Notary Public

My commission expires: 10/31/01

