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Cook County Recorder 25.50



0010813863

CITY OF  
ROLLING MEADOWS

LICENSE TO INSTALL

AND MAINTAIN

DECORATIVE OR

SPECIAL MATERIAL

SERVICE WALK(S)

This Agreement, made and entered into this 8<sup>TH</sup> day of AUGUST, 2001, by and for the  
City of Rolling Meadows ("City") and LOGAN W. SIMIOS and  
LAURA A. SIMIOS ("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  
5510 HIGHLAND DRIVE, Rolling Meadows, Illinois:

LEGAL DESCRIPTION AS FOLLOWS:

LOT 13 IN WEXFORD UNIT 2, BEING A SUBDIVISION IN  
THE SOUTH 1/2 OF SECTION 27 TOWNSHIP 42 NORTH,  
RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER  
28, 1998 AS DOCUMENT NUMBER 08174320, IN COOK  
COUNTY, ILLINOIS.

PERMANENT TAX INDEX NO.: 02-27-310-020-0000  
VOLUME 150

Don Rose  
Storino. Remello. Durkin  
9501 West Devon  
Rosemont, IL 60018

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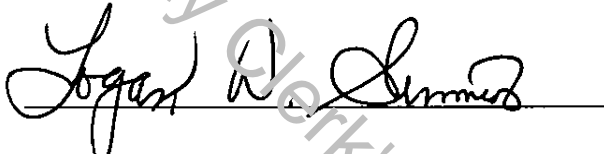

WHEREAS, the Title Holder(s) desire to install decorative or special material service walk(s) in the City's public right-of-way or easement; and

WHEREAS, the City agrees, through its Building & Zoning Officer, to allow the installation of decorative or special material service walk(s) 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 service walk(s) 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 service walk(s) it shall only be responsible for that cost of repair equal to a typical 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:

  
\_\_\_\_\_  
  
\_\_\_\_\_

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 Joseph W. Dennis, Ronald Dennis 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 8<sup>TH</sup> day of AUGUST, 2001.

Sharon Schultz  
Notary Public



My commission expires: 3-13-2004

**BELOW THIS LINE FOR OFFICE USE ONLY**

STATE OF ILLINOIS )  
COUNTY OF COOK )

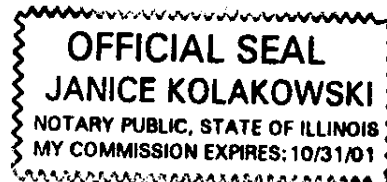
APPROVED:  
CITY OF ROLLING MEADOWS

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 23<sup>rd</sup> day of August, 2001.

Janice Kolakowski  
Notary Public  
My commission expires: 10/31/01



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Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE  
100 N. LAUREL ST. CHICAGO, IL 60602  
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