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2001-12-03 08:49:12

Cook County Recorder 29.00

Lawn Sprinkler Permit # 01-P-346

Address: 1100 Waukegan Rd

**VILLAGE OF NORTHBROOK**

**LAWN SPRINKLER APPLICATION AND PERMIT**

1225 Cedar Lane, Northbrook, Illinois 60062  
847 /272-5050 Ext. 241

Property of Cook County Clerk's Office

COOK COUNTY  
RECORDER  
EUGENE (BOB) HUBERT  
SKOKIE OFFICE

**BOX 337**



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Address: 1100 Waukegan Road

## VILLAGE OF NORTHBROOK

### LAWN SPRINKLER APPLICATION AND PERMIT

1225 Cedar Lane, Northbrook, Illinois 60062  
847/272-5050, Ext. 241

The purpose of this "permit" is to authorize installation of a lawn sprinkler (irrigation) system, part of which might be located within public right-of-way or utility easement on or adjacent to the property legally described below. This permit shall be considered an addendum to the plumbing permit and will become a permanent record of the property file maintained by the Village of Northbrook and shall be a covenant that runs with the land and shall be recorded against the land in the office of the Cook County Recorder of Deeds.

Authorization to place and maintain any portion of any lawn sprinkling system within public right-of-way or Village of Northbrook utility easement is conditionally granted subject to acknowledgement, agreement, and strict compliance with the following terms, conditions and understandings:

1. The property owner and installer acknowledge and agree that they are fully aware that any portion of a lawn sprinkler system installed within the public right-of-way or utility easement is clearly at risk and that no assurances of its protection can be given by the Village.
2. The property owner understands, acknowledges and agrees that the Village of Northbrook assumes absolutely no responsibility for, or liability arising out of, the installation, care, operation, future maintenance or repair of any portion of the sprinkler system.
3. The property owner and installer understands and agrees that installation and existence of the lawn sprinkling system within the public right-of-way or utility easement shall not, in any way, interfere with the right of the Village, its contractors or other utilities to excavate therein for repair, maintenance or installation of any public utility, street, sidewalk, cable television, or for any other necessary public purpose.
4. The property owner understands and agrees that the Village will not, under any circumstance, maintain, repair, or replace any portion of said system which might be subsequently damaged or removed by any work, accident, maintenance activity or construction operation related to item 3. above.

Copy of Plumbing License

Illinois Plumbers License No. 058-15172

Phone 630/285-0300

Address 1470 Industrial Drive Itasca IL 60143

Signature *Justin J. ...*

Authorized Agent (print) Kristen Gerall

Installing Company Panoramic Landscape

APPLICATION, ACKNOWLEDGEMENT AND RELEASE IN FULL

8. The applicant and installer understand that all sprinkling heads and/or control structures shall be constructed at grade and shall not, under any circumstance, protrude above ground level, except for "pop-up" heads which must fully retract when not in use. Further, all sprinkler heads must be so designed, located, shielded, adjusted, controlled or directed in a manner so as not to sprinkle any public roadway or public sidewalk between the hours of 5 am to midnight on any day of the year.
7. The property owner acknowledges that installation of a lawn sprinkler system may reduce the water pressure within the dwelling.
6. The property owner and installer acknowledge and agree that all sprinkling systems must be fully protected by backflow prevention devices (RPZ's) approved by the Director of Development, and that such systems require annual inspection/testing and certification by a certified cross-connection device inspector at the owners sole expense, and that such inspector's report must be duly filed with the Village.
5. The property owner agrees to, and does hereby, release, hold harmless and indemnify the Village of Northbrook, and all of its elected and appointed officials, officers, boards, commissions, employees, agents, representatives, engineers, and attorneys, from any claims, lawsuits, judgments, demands, damages, liabilities, losses, executions, debts, fines, penalties, and expenses, including administrative expenses and attorneys' fees (collectively "claims"), that may arise or be alleged to have arisen, out of or in connection with the presence of the sprinkler system in Village of Northbrook right-of-way or utility easement, whether or not due or claimed to be due in whole or in part to the active or passive presence or operation of the sprinkler system. The property owner shall, and does hereby agree to, pay all expenses, including attorneys' fees, court costs, and administrative expenses, incurred by the Village in defending itself with regard to any and all of the claims mentioned in this paragraph.

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SEE ATTACHED
Property Legal Description
Permanent Real Estate Index Number 04-10-301-049
Date 11/2/2001 NOVEMBER 27, 2001
Director of Public Works <i>[Signature]</i> for JMF
VILLAGE OF NORTHBROOK - Accepted and Approved By:
Telephone (home) N/A
Telephone (work) 630/514-6866
Type of Structure or Business Bank
Address (owner) 727 Bank Lane Lake Forest IL 60045
Signature <i>[Signature]</i>
Date 11-01-01
Name (Legal Property Owner - Please Print) Wintrust Financial Corp

I have read the foregoing special conditions and understandings of this lawn sprinkler permit, fully understand same, and agree to abide by those terms.

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PROPERTY DESCRIPTION

THAT PART OF LOTS ONE AND TWO IN WEBBER'S ADDITION TO SHERMERVILLE, BEING A SUBDIVISION OF PART OF LOT SEVENTEEN OF ASSESSOR'S DIVISION IN SECTION TEN, TOWNSHIP FORTY-TWO NORTH, RANGE TWELVE, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED SEPTEMBER 12, 1903 AS DOCUMENT NO. 3440449 (EXCEPT THAT PART THEREOF TAKEN FOR HIGHWAYS) DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHERLY CORNER OF SAID LOT ONE, IT BEING AT THE INTERSECTION OF THE CENTER LINE OF SHERMER AVENUE WITH THE CENTER LINE OF WAUKEGAN ROAD; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF SAID SHERMER AVENUE, IT BEING THE NORTHWESTERLY LINE OF SAID LOTS ONE AND TWO, A DISTANCE OF 166.2 FT. TO A POINT; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 94 DEGREES 25 MINUTES FROM THE NORTHEAST TO EAST TO SOUTHEAST WITH THE LAST DESCRIBED LINE, A DISTANCE OF 33.1 FT. TO THE SOUTHERLY LINE OF SHERMER AVENUE FOR A POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF SHERMER AVENUE, IT BEING 33.0 FT. SOUTHEASTERLY OF (MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE CENTER LINE OF SHERMER AVENUE), A DISTANCE OF 131.66 FT. TO A POINT WHICH IS 30.0 FT. SOUTHWESTERLY OF (MEASURED AT RIGHT ANGLES TO) THE CENTER LINE OF SAID WAUKEGAN ROAD; THENCE SOUTHEASTERLY ALONG A LINE WHICH IS 30.0 FT. SOUTHWESTERLY OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE CENTER LINE OF SAID WAUKEGAN ROAD, A DISTANCE OF 200.0 FT. TO A POINT; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 101 DEGREES 08 MINUTES 06 SECONDS FROM NORTHWEST TO WEST TO SOUTHWEST WITH THE LAST DESCRIBED LINE (IT BEING PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOTS ONE AND TWO) A DISTANCE OF 108.14 FT. TO A POINT; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 85 DEGREES 35 MINUTES FROM NORTHEAST TO NORTH TO NORTHWEST WITH THE LAST DESCRIBED LINE, A DISTANCE OF 196.8 FT. TO THE POINT OF BEGINNING; EXCEPT THAT PART BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF SHERMER AVENUE, 36.63 FT. SOUTHWESTERLY OF THE WESTERLY RIGHT-OF-WAY LINE OF WAUKEGAN ROAD (MEASURED ON THE SOUTHERLY LINE OF SHERMER AVENUE); THENCE EASTERLY ALONG A CURVE TO THE RIGHT, THE RADIUS OF WHICH IS 30.0 FT. TO A POINT, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF WAUKEGAN ROAD; THENCE NORTHWESTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF WAUKEGAN ROAD, A DISTANCE OF 36.63 FT. TO A POINT, SAID POINT BEING THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF WAUKEGAN ROAD AND THE SOUTHERLY RIGHT-OF-WAY LINE OF SHERMER AVENUE; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SHERMER AVENUE, A DISTANCE OF 36.63 FT. TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 0.5164 ACRES OR 22493.0 SQUARE FEET (MORE OR LESS).



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ALL INFORMATION CONTAINED HEREON HAS BEEN OBTAINED WITH

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