

UNOFFICIAL COPY

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2002-07-25 09:51:18
Cook County Recorder 25.50



0020813195

CITY OF
ROLLING MEADOWS

LICENSE TO INSTALL

AND MAINTAIN A

DECORATIVE OR

SPECIAL MATERIAL

DRIVEWAY

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
ROLLING MEADOWS

This Agreement, made and entered into this 26th day of June, 2002, by and for the
City of Rolling Meadows ("City") and Roger F. Cannon and

("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

3240 Havenwood Ct., Rolling Meadows, Illinois
PALATINE, IL 60067

LEGAL DESCRIPTION AS FOLLOWS:

LOT 5 in Forest Creek Estates Subdivision
being a resubdivision of Lot 2 in Old Plum
Street Subdivision of part of Section 34,
Township 42 North, Range 10, East of the Third
principal Meridian, In Cook County, Illinois
Lot 5 Havenwood Court Rolling Meadows, Illinois

PERMANENT TAX INDEX NO.: NOT ASSIGNED YET

Storino Ramello + Purkin
9501 W. Devon Ave
Rosemont, IL 60018



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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 Community Development Director, 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:



A handwritten signature in black ink, appearing to read "Ryan F. Clemen", is written over a horizontal line. The signature is fluid and cursive.

Rolling Meadows Cook County Clerk's Office

STATE OF ILLINOIS)
COUNTY OF COOK)

Outage

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, do hereby certify that ROGER F. CANNON 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 26th day of June, 2002.

Joellen Kwiatkowski
Notary Public

My commission expires:



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
Community Development Director

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Rodney A. Blane, Community Development Director, 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 18th day of July, 2002.

Janice Kolakowski
Notary Public
My commission expires: 12/6/05



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OFFICIAL SEAL
JOEL R. KATKOWSKI
Notary Public, State of Illinois
My Commission Expires 8/28/2009