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CITY OF ROLLING MEADOWS

Doc#: 0332231119 Eugene "Gene" Moore Fee: \$28.00 Cook County Recorder of Deeds Date: 11/18/2003 01:35 PM Pg: 1 of 3

LICENSE TO INSTALL

AND MAINTAIN A

LAWN SPRINKLER

SYSTEM

This Agreement, made and entered into this <u>24</u> day of <u>JONE</u> , 20 <u>03</u> , by and for the
City of Rolling Meadows ("City") and Robert P. Milke TR. and
ANN M. M./kk ("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
2703 Mill Carek Lie., Rolling Meadows, Illinois:
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LEGAL DESCRIPTION AS FOLLOWS:
Lot 23 in Block 7 in Plum GROVE CREEK, PHASE I, being
A Subdivision in the Southwest 14 of Section 27 and the
Noethwest 14 of Section 34, Township 42 North, Range 10,
East of the Third Principal Meridian, receding to plat
there of preceded September 19, 1977 AS DOCUMENT NUMBER
24/11251, in Cook County, Illinois

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WHEREAS, the Title Holder(s) desire to install a lawn sprinkler system 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 lawn sprinkler system 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 sprinkling system 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. The City will not be required to maintain or replace any of such system as may be danged by any such work, or by any street or other public utility maintenance, cleaning, plowing repair, construction or reconstruction operation.
- 4. All sprinking heads will be so located, shielded, adjusted or directed that they will not sprinkler the public pavement or public sidewalk when in operation.
- 5. All sprinkling heads will be so constructed that they will not project above ground level when not in operat on.
- 6. This agreement shall be pinding 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 μ ivate premises served by the sprinkler system permitted hereunder.

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

Accepted:

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STATE OF ILLINOIS COUNTY OF COOK	
certify that Lbest Pulke same person whose na person, and acknowled	title holder(s), personally known to me to be the subscribed to the foregoing instrument, appeared before me this day, in ged that he signed, sealed and delivered the said instrument as his free and es and purposes therein set forth.
Given under m	y hand and official seal this 24 day of $50n\ell$, 2003 .
Notary Public	"OFFICIAL SEAL" Debra J. Brodsky Notary Public, State of Illinois
My commission expir	My Commission Exp. 05/05/2007
BELOW THIS LINE FO	OR OFFICE USE ONLY
	APPROVED:
STATE OF ILLINOIS COUNTY OF COOK) CITY OF ROLLING MEADOWS
	by: Ahry Co pl
	Rodney M. Blane Community Development Director
	Community Development
that Rodney A. Blane, me to be the same pe this day, in person, ar	gned, a Notary Public, in and for said County in the State aforecall, do hereby certify, Community Development Director, Rolling Meadows, Illinois, personally known to erson whose name is subscribed to the foregoing instrument, appeared before mend acknowledged that he signed, sealed and delivered the said instrument as his free the uses and purposes therein set forth. The property of the state of the said instrument as his free that and official seal this 3 to the said instrument as his free day of the said instrument.

Motary Public
My commission expires: /2/5/63