## **UNOFFICIAL COPY**

CITY OF

**ROLLING MEADOWS** 0501227170 Eugene "Gene" Moore Fee: \$28.50 Cook County Recorder of Deeds LICENSE TO INSTALL Date: 01/12/2005 03:07 PM Pg: 1 of 3 AND MAINTAIN A **DECORATIVE OR** SPECIAL MATERIAL **DRIVEWAY** This Agreement, made and entered into this  $15^{-6}$  day of September,  $20^{-04}$ , by and for the City of Rolling Meadows ("City") 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 -, Rolling Meadows, Illinois: **LEGAL DESCRIPTION AS FOLLOWS:** of #15 of Block # 5 in Plum Grove Creek, Phase 3, Being a subdivision of the southwest quarter Section # 27, and the Northwest quarter of section # 34, jourship # 42 North, Range 10 East of the third principal meridian, in cook county, Illinois PERMANENT TAX INDEX NO.: 02-34-106-015-0000

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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 other wise maintain, clean, plow, repair, construct or reconstruct therein.
- 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 res

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

Accepted:

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y Public, in and for said County in the State aforesaid, do hereby title holder(s), personally known to me to be the ribed to the foregoing instrument, appeared before me this day, in signed, sealed and delivered the said instrument as his free and oses therein set forth.
official seal this 15 th day of September, 2004.
OFFICIAL SEAL  JANICE KOLAKOWSKI  NOTARY PUBLIC, STATE OF ILLINOIS  MY COMMISSION EXPIRES: 12/06/06
SE ONLY
APPROVED: CITY OF ROLLING MEADOWS
by: Rodney A. Blane
Community Development Direc or
Public, in and for said County in the State aforesaid, do hereby certifevelopment Director, Rolling Meadows, Illinois, personally known to me is subscribed to the foregoing instrument, appeared before me d that he signed, sealed and delivered the said instrument as his fre rposes therein set forth.  The proof of the foregoing instrument, appeared before me distribution for the foregoing instrument, and the foregoing instrument, appeared before me distribution.
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JANICE KOLAKOWSKI MOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 12/06/05