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Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 08/10/2007 10:12 AM Pg: 1 of 3

**VILLAGE OF NORTHBROOK
Development Department**

1225 Cedar Lane
Northbrook, Illinois 60062
847 272-5050, Ext 241 FAX: 847 272-5068
www.northbrook.il.us

BOX 337

Lawn Sprinkler Application / Permit & Release

Address: WILLOW FESTIVAL ANNEX - 1140 WILLOW RD.

Lawn Sprinkler Permit # 07-P-192

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 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 understand and agree 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.
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, 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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- 6. The property owner and installer acknowledge and agree that all sprinkler systems must be fully protected by backflow prevention devices (RPZ's) approved by the Director of the Development Department, and that such systems require annual inspection/testing and certification by a certified cross-connection device inspector at the owner's sole expense, and that such inspector's report must be duly filed with the Village.
- 7. The property owner acknowledges that installation of a lawn sprinkler system may reduce the water pressure within the dwelling.
- 8. The applicant and installer understand that all sprinkler heads and/or control structures shall be constructed at grade and shall not, under any circumstances, protrude above ground level, except for "pop up" heads which must be 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 sidewalk between the hours of 5a.m. to midnight on any day of the year.

Application / Acknowledgement

Installation Company HALLORAN + YAUCH INC

Authorizing Agent (print) THOMAS HALLORAN

Signature *[Signature]*

Address 28322 BALLARD DR

City LAKE FOREST State IL Zip 60045

Telephone 847-281-9200

Illinois Plumber License Number PL15824

Attach a copy of Plumber's License.

Owner's Acknowledgement

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

Name of Legal Property Owner (print) R. Craig Slinker (AGENT) / FCL FOUNDERS DRIVE, LLC

Signature of Legal Property Owner *[Signature]* Date 6-25-07

Mailing Address of Legal Property Owner 1150 SPRING LAKE DR PASCA IL 60143

Type of Structure or Business of Permit Property RETAIL COMMON AREA

Telephone (home) (630) 773-0050 Telephone (work)

Village of Northbrook
Accepted and Approved by:
Director of Public Works

[Signature]

Date 7/31/07

Permanent Real Estate Index Number:

04-23-107-002

Property Legal Description – attach legal description as "Exhibit A"

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Exhibit "A"

Lot SE-1B 1 Techy Parcel SE-1 Subdivision, according to the Final Plat of Subdivision of Techy Parcel SE-1 Recorded on Dec. 20, 2000, as document No.

0001007540 in Cook County, IL Except that Part Described as follows:

Excluded Parcel: That Portion of the above described Real Estate included within the following described Parcel: That Part of Southwest quarter of Sec. 14 and Part of NW Quarter of Sec. 23, all in Township 42 N Range 12 E of the Third Principal Mer. Described as follows: Commencing at the intersection of the E Line of the NW Quarter of said Sec 23 with the N. Right of way Line of Willow Rd. Per the Plat of Hugs Recorded as Doc. 91392906 Thence N. 88 degrees 41 min 55 sec W. along said N. Right of way Line of Willow Rd 2339.95 ft. Thence N. 12 Degree 07 min 24 Sec E along the Eastern Line of the easement for Retention Repair Recorded Apr. 15 1977 as Doc. 23876793 a distance of 386.43' Thence Northerly following the next (7) courses and distance being the Eastern Line of said Easement Granted by Doc. 23876793 N 36 Deg. 57 min 13 Sec E 282.03' N. 01 Deg. 05 min. 30 Sec W 173.10' N 29 Deg 13 min 03 Sec W 11560° N. 82 Deg 11 min 33 Sec W, 137.97' N. 00 Deg 28 min 55 Sec W 13103' Place of Beginning Thence Continuing N Following the Next 13 Courses and Distances of Doc. 23876793 N. 43° 14 min 15 Sec E 107.55' N. 00° 11 min 48 Sec 327.02' N 41° 7 min, 42 Sec W 151.77' N. 55° 59 min 53 Sec E 410.49' Southerly Along Arc of Curve to the West Radius of 1000' having chord Bearing of S 09° 45 min 43 Sec and Excluding Parcel 2 That Part of Lot SE-1B in the Final Plat of Techy Parcel SE-1 Being a Subdivision of Part of Southeast Quarter of Sec 14 and Part of NW Quarter of Sec 23 and Part of NE quarter of Sec 23 all in Township 42 Range 12 E according to Plat Recorded Dec. 22 2000 Doc # 0001007540 SE Corner of Lot SE-1B N. 12° 07 min 24 Sec along the said South Line of Lot SE-1B Also being N-Line of Willow Rd. 100' wide a distance of 542.33' to the place of Beginning in Cook County IL

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