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Doc#: 0918755088 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/06/2009 03:48 PM Pg: 1 of 3

CITY OF
ROLLING MEADOWS

LICENSE TO INSTALL
AND MAINTAIN A
DECORATIVE OR
SPECIAL MATERIAL
DRIVEWAY

This Agreement, made and entered into this 19th day of MAY, 2009, by and for the
City of Rolling Meadows ("City") and JAY & JOANNA GARCIA 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
5150 Old Plum Grove Rd, Rolling Meadows, Illinois;

LEGAL DESCRIPTION AS FOLLOWS:

LOT 8 IN OLD PLUM GROVE WOOD LOT HOMESITES
IN THE NORTH EAST QUARTER OF SECTION 34, TOWNSHIP
42 NORTH, RANGE 10, EAST OF THE THIRD MERIDIAN
ACCORDING TO THE PLAT THEREOF RECORDED MARCH 4,
1946 AS DOCUMENT NUMBER 13731839, IN COOK
COUNTY, IL

PERMANENT TAX INDEX NO.: 02-34-203-015

STORINO, RAMELLO & DURKIN
9501 WEST DEVON AVE. STE. 800
ROSEMONT, ILLINOIS 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:

James B. Garie

 1-11-4

 Office

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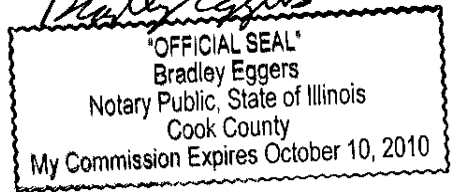
STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, do hereby certify that JOANNA B GARCIA JAY GARCIA the 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 19th day of MAY, 2009.



Notary Public




BELOW THIS LINE FOR OFFICE USE ONLY

STATE OF ILLINOIS)
COUNTY OF COOK)

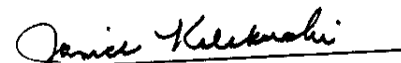
APPROVED:
CITY OF ROLLING MEADOWS

by:


Valerie J. Dehner
Community Development Director

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Valerie J. Dehner, 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 she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 22 day of May, 2009.


Notary Public