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CITY OF **ROLLING MEADOWS** 1019622133 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 07/15/2010 03:05 PM Pg: 1 of 3 LICENSE TO INSTALL AND MAINTAIN A **DECORATIVE OR** SPECIAL MATERIAL DRIVEWAY This Agreement, made and entered into this 28^{th} day of 06, 20 0, by and for the ANDRIED DANIEL City of Rolling Meadows ("City") and MALGORZATA DANIET ("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 4850 ALEXANDRA Ct., Rolling Meadows, Wincis: **LEGAL DESCRIPTION AS FOLLOWS:**

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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 its allation 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 evant 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 ineland 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:

Andy Dove

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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 Malanca and Malanca
Given ur de my hand and official seal this day of
Notary Public OFFICIAL SEAL DANUTA WYSOCKA Notary Public - State of Idinois My Commission Expires Mar 15, 2013
BELOW THIS LINE FOR OFFICE USE ONLY
STATE OF ILLINOIS) CITY OF ACLLING MEADOWS COUNTY OF COOK)
by: Valerie J. Dehner
Community Development Dire stor
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
OFFICIAL SEAL JAMES E MACHOLL NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:02:01/14