

UNOFFICIAL COPY

Recorded by and return to:
Village of Inverness
1400 Baldwin Road
Inverness, IL 60067



Doc#: 1601949240 Fee: \$52.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/19/2016 11:22 AM Pg: 1 of 8

PERMIT AGREEMENT

WHEREAS, Sanford Valentin, Denise Valentin and Carla Weyker (said owners hereinafter "Owner") owns the following described real estate (hereinafter the "Property"):

LOT 50 IN THE MEADOWS SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 16 AND 17, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES AS DOCUMENT 835281, IN COOK COUNTY, ILLINOIS

PIN: 02-17-204-005-0000

which is located at 379 Ayrshire Lane in the Village of Inverness, Cook County, Illinois; and

WHEREAS, the Village of Inverness, a municipal corporation of the State of Illinois, located in Cook County, Illinois (hereinafter "Village"), has jurisdiction over public streets in the Village and, in particular, Ayrshire Lane and Cumnock Road (hereinafter said two streets shall be referred to as the "Village Streets"); and

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WHEREAS, Owner desires to construct a private storm drainage system to drain storm water from Owner's Property, which system would be included within and cross the Village Streets, for which Owner desires a permit therefore from Village; and

WHEREAS, the Village Streets or a portion of them would benefit in part by the construction of said private drainage system for the benefit of the Property provided Owner would also construct inlets into and as part of the drainage system to drain storm water within the public right-of-way to aid in the drainage of storm water from the Village Streets; and

WHEREAS, Owner has entered into a contract acceptable to Owner and Village with an engineering firm of Owner's choice for the preparation of final plans and specifications (hereinafter "Plans") for the private drainage system and all appurtenances thereto required in connection with the construction of the private drainage storm sewer which would incorporate the inlets and drainage of the Village Streets in addition to the Property (hereinafter said construction of the private sewer system including the inlets is referred to as the "Project"); and

WHEREAS, after completion and approval of the final plans and specifications for the Project by Owner and their approval by Owner and Village, Owner shall construct or cause the construction of the Project for which Owner shall pay all costs thereof subject, however, to receiving from Village an amount attributable to the benefit to Village it derives from the Project which amount from Village shall represent approximately 50% of the cost of the Project but shall not exceed \$20,000; now, therefore

IT IS AGREED by and between Village and Owner as follows:

Owner shall construct and install or cause the construction and installation of the Project all in conformance with the two page Plans prepared by Continental Engineers and Surveyors, Inc., last revised on December 14, 2015 and attached hereto and incorporated herein as Exhibit

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“A;” and Owner shall pay the cost of the Project including change orders which may increase the cost of the Project.

Owner shall contract with an engineer of its choice requiring the engineer to supervise the construction of the Project to assure that construction proceeds in accordance with the approved Plans, all applicable laws, ordinances and codes, good construction practices, and that the Project is completed.

Upon satisfactory completion of the construction of the Project, the payment in full of all Owner's contractors, subcontractors, materialmen, and laborers by Owner, Village shall review the total cost of the Project and, if reasonable in opinion of Village, shall pay to Owner an amount not to exceed the lesser of (i) 50% of the total construction cost of the Project or (ii) \$20,000.

By its execution of this Agreement, both Owner and Village agree that no additional water contributions from other properties shall be permitted into the Project without the approval of Village, except from the Village Streets and the Property.

For purposes of this Agreement, “costs,” “cost of the Project,” or “Project” shall mean the actual hard costs of construction, including labor, supervision, materials, supplies and equipment payable to third parties. Any costs incurred in connection with Owner's financing arrangements, if any, shall be paid solely by Owner, and shall not constitute a component of the cost of the Project and such cost or portion thereof shall not be an obligation of Village. Owner shall use Owner's best efforts to assure the reasonableness of the costs incurred in connection with the Project. Village shall be reasonable in assessing the reasonableness of the cost of the Project.

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Although Owner has the responsibility to maintain the Project, following Village inspection of and approval of the Project and following its substantial completion, Village shall have the right, but not the obligation, to maintain the Project at the reasonable expense of Owner if for any reason Owner fails to maintain it.

Village grants a permit to Owner to occupy the Village Streets in accordance with the plans, this Permit Agreement, and in accordance with its Ordinances. Owner shall fulfill its obligation pursuant to its right-of-way permit application, its application for a building permit, and the Village's Ordinances concerning permits to operate in and occupy the rights-of-way of Village. Owner grants Village the right to access the system to discharge Village's storm water from the Village Streets.

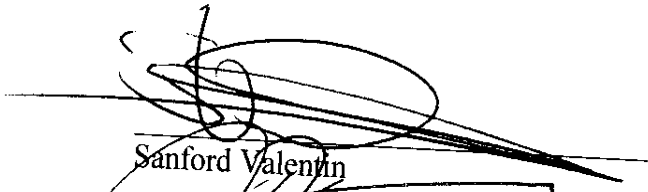
Owner, to the extent that may be required by law, shall comply, in all respects with the terms and provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1, et seq.) including, without limitation, selecting contractors and subcontractors that will comply in all ways with the Illinois Prevailing Wage Act. Owner hereby indemnifies and holds the Village harmless for any and all damages, fees or other costs arising from the Owner's or Owner's contractor's failure to comply with the Illinois Prevailing Wage Act.

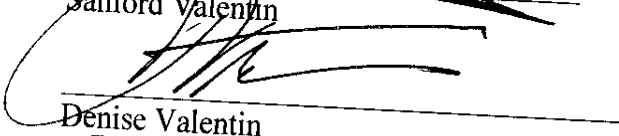
The Owner agrees to indemnify, defend and hold the Village harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the Village arising from or in connection with Village entering into or arising under this Agreement or in relation to the Project or the Owner's failure to comply with any of the terms, covenants and conditions contained within this Agreement.

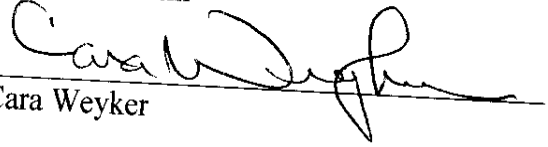
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It is the intention of the parties hereto that this Permit Agreement shall benefit and burden the Property and for that purpose it shall run with the land and obligate the parties and their heirs, devisees, and assigns and be recorded in the Recorder's Office of Cook County, Illinois.

Owner


Sanford Valentin


Denise Valentin


Cara Weyker

Village of Inverness

By:


~~John A.~~ Jack Tooles
It's Village President

Property of Cook County Clerk's Office

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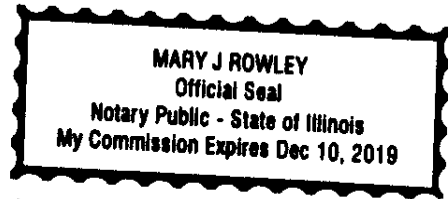
STATE OF ILLINOIS)
) ss
 COUNTY OF COOK)

I the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Sanford Valentin, Denise Valentin, and Cara Weyker all personally known to me to be the same persona whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 8th day of January A.D., 2016.

Mary J Rowley

 Notary Public

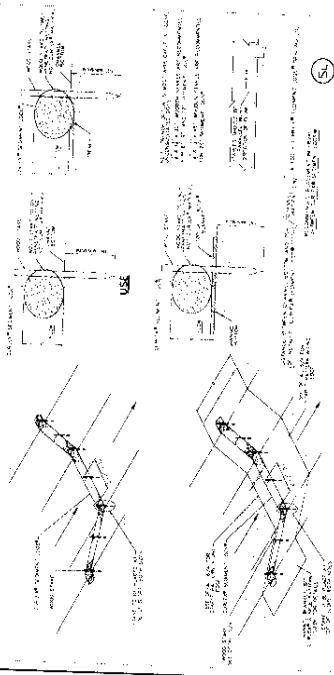


Prepared by:
 Bernard Z. Paul
 Attorney for Village of Inverness
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 815-756-1312

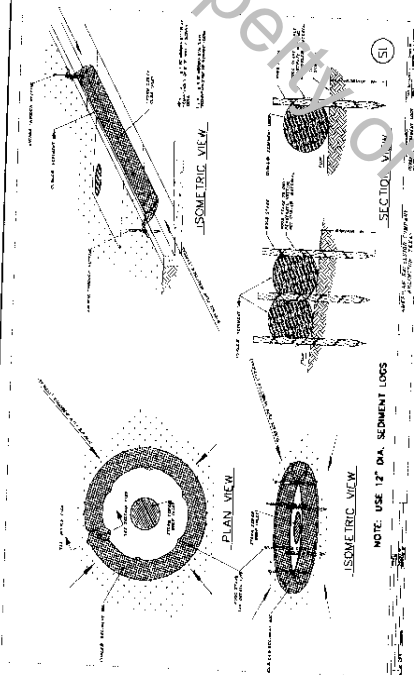
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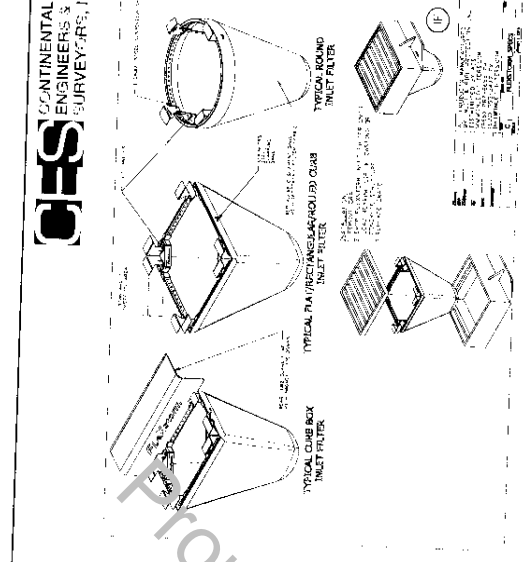
CES CONTINENTAL ENGINEERS & SURVEYORS, INC.



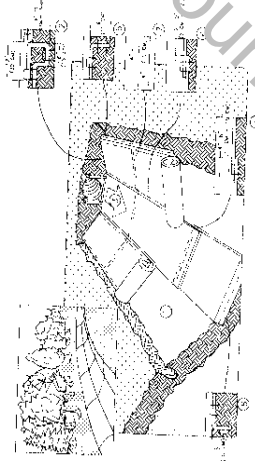
EROSION CONTROL, SEDIMENT LOSS DETAIL



EROSION CONTROL, SEDIMENT LOSS DETAIL



EROSION CONTROL, INLET FILTER DETAIL



EROSION CONTROL, CHANNEL INSTALLATION

1. THE EROSION CONTROL BLANKET SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND THE FOLLOWING NOTES.

2. THE EROSION CONTROL BLANKET SHALL BE INSTALLED ON A SLOPE OF 1:1 OR FLATTER.

3. THE EROSION CONTROL BLANKET SHALL BE INSTALLED ON A SUBSTRATE OF 18" MINIMUM COMPACTED GRAVEL OR 12" MINIMUM COMPACTED SAND OR 12" MINIMUM COMPACTED SOIL.

4. THE EROSION CONTROL BLANKET SHALL BE INSTALLED ON A SLOPE OF 1:1 OR FLATTER.

5. THE EROSION CONTROL BLANKET SHALL BE INSTALLED ON A SLOPE OF 1:1 OR FLATTER.

6. THE EROSION CONTROL BLANKET SHALL BE INSTALLED ON A SLOPE OF 1:1 OR FLATTER.

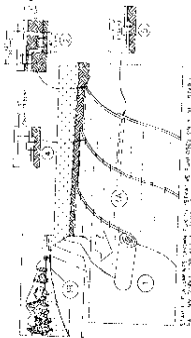
7. THE EROSION CONTROL BLANKET SHALL BE INSTALLED ON A SLOPE OF 1:1 OR FLATTER.

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EROSION CONTROL, CHANNEL INSTALLATION



EROSION CONTROL, SLOPE INSTALLATION

1. THE EROSION CONTROL BLANKET SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND THE FOLLOWING NOTES.

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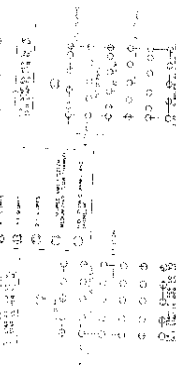
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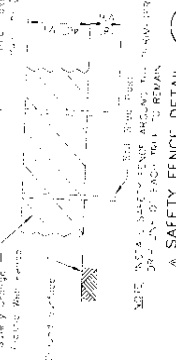
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EROSION CONTROL, SLOPE INSTALLATION



STAR PATTERN GUIDE
607 (7.03 M) WIDE ROAD



A SAFETY FENCE DETAIL

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 CONTINENTAL ENGINEERS & SURVEYORS, INC.
 10000 W. BRIDGEMAN AVENUE
 ARLINGTON, TEXAS 76010
 817-461-1111

EROSION CONTROL DETAILS

Drawn by: [Name]
 Checked by: [Name]
 Date: [Date]

Property of Cook County Clerk's Office