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Karen A. Yarbrough
Cook County Clerk
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Prepared by:
Village of Arlington Heights
Legal Department
33 S Arlington Heights Rd.
Arlington Heights, IL 60005

**AGREEMENT TO PERMIT ENCROACHMENT BETWEEN
MARK HANNA AND THE VILLAGE OF ARLINGTON HEIGHTS
FOR THE PROPERTY LOCATED AT
1200 SOUTH DOUGLAS AVENUE
ARLINGTON HEIGHTS, ILLINOIS**

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AGREEMENT TO PERMIT ENCROACHMENT

(Modified 4.9.2021)

WHEREAS, Mark Hanna ("Permittee (s)") is/are the record owner(s) of property located at 1200 S. Douglas Ave. in the Village of Arlington Heights, legally described in Exhibit A; and

WHEREAS, on March 7, 2022, submitted a written request to the Village of Arlington Heights, a municipal corporation, ("Village"), seeking permission to place a fence, at least a portion of which will encroach on right-of-way owned by the Village which adjoin Permittee's property; and

WHEREAS, the Village is willing to permit the requested encroachment, subject to certain conditions set forth below; and

WHEREAS, prior to obtaining a permit from the Village, the Permittee must execute this Agreement,

NOW therefore, in consideration for obtaining a permit and permission to use the right-of-way and for other good and valuable consideration herein acknowledged, the Permittee agrees as follows:

1. All construction work performed will be in accordance with all applicable Village codes. Such work shall not alter the natural drainage of the area. Additionally, there shall be no improvements in the future, including landscaping, that negatively impact the natural drainage of the area.
2. The Permittee will contact J.U.L.I.E. for utility locations prior to the commencement of any construction activities.
3. The Permittee understands that the property remains the property of the Village and

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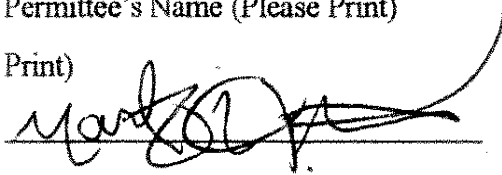
if the Village or any utilities need to use or access the property, the Permittee will have to remove the fence at his or her own expense.

4. The Permittee understands the fence placed on the right-of-way may be damaged or removed by the Village or utility company doing work in the right-of-way. Any repairs or replacement will be at the sole expense of the Permittee.
5. This is a covenant running with the land and is binding on all successor-owners to the property described on Exhibit A.
6. In consideration for the issuance of the permit, the Permittee agrees to indemnify, release and hold harmless the Village and its officers, agents and employees from any and all liability losses or damages, including attorneys' fees and costs of defense the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, in any way resulting from the Permittee's use of the property. The Permittee will, at its own expense, appear, defend and pay all fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments shall be rendered against the Village in any such action, the Permittee will, at its own expense, satisfy and discharge same.

MARK HANNA

Permittee's Name (Please Print)

Print)



Permittee's Signature

3/11/2022

Date

JUDY KHOSHLO

Permittee's Name (Please



Permittee's Signature

3/11/2022

Date

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Lot 1 in Block 9 in Feuerborn and Klodde's Arlington Manor, being a Subdivision of the West Half of the Northwest Quarter of Section 10, and Part of the Northeast Quarter of Section 9, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, IL

PIN 08-10-111-011-0000

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