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10/17/95

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Lawn Sprinkler Permit # 95-P-153

Address: 855 HUCKLEBERRY

VILLAGE OF NORTHBROOK

LAWN SPRINKLER APPLICATION AND PERMIT

1225 Cedar Lane, Northbrook, Illinois 60062
708/272-5050, Ext. 241

Property of Cook County Clerk's Office

BOX 337

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Address: 855 HUCKLEBERRY

VILLAGE OF NORTHBROOK

LAWN SPRINKLER APPLICATION AND PERMIT

1225 Cedar Lane, Northbrook, Illinois 60062
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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 and 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 understands and agrees 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.

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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, damages, 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.
6. The property owner and installer acknowledge and agree that all sprinkling systems must be fully protected by backflow prevention devices (RPZ's) approved by the Director of Development, and that such systems require annual inspection/testing and certification by a certified cross-connection device inspector at the owners 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 sprinkling heads and/or control structures shall be constructed at grade and shall not, under any circumstance, protrude above ground level, except for "pop-up" heads which must 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 public roadway or public sidewalk between the hours of 5 am to midnight on any day of the year.

APPLICATION, ACKNOWLEDGEMENT AND RELEASE IN FULL

Installing Company TURF INDUSTRIES, INC.
Authorized Agent (print) LEWIS RICE
Signature Lewis Rice
Address 21227 COMMERCIAL DR. MUNDLEIN 60060
Phone 444-2872
Illinois Plumbers License No. PL 13724
Copy of Plumbing License Attached

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

GEORGE MESSENGER

Name (Legal Property Owner - Please Print)

George S. Messenger

Signature

9/29/95

Date

855 HUCKLEBERRY

Address (owner)

RESIDENCE

Type of Structure or Business

272 4335

Telephone (home)

(work)

VILLAGE OF NORTHBROOK - Accepted and Approved By:

Director of Public Works

Date

10/5/95

Permanent Real Estate Index Number

Property Legal Description

Lot 125 in the Northbrook Knolls, A Resub. in the NW 1/4 of Sec. 9, Twp. 42 N. R. 12 E. of the 3rd 1/4 Meridian in Cook County, Ill. Commonly known as 855 Huckleberry Dr. Ill. Property Inc. Co.