

_____ Date

_____ Address

City of Elmhurst
Covenant Running With Land

The undersigned, as owner(s) of the real property described as follows: Lot # _____ in _____, being a Subdivision of Part of Sections _____, Township _____, North, Range 11, East of the 3rd Principle Meridian, in DuPage County, Illinois, in the City of Elmhurst, (Permanent Parcel # _____), commonly known as _____, Elmhurst, Illinois, 60126, hereby request permission to utilize existing public right of way abutting the Subject Property for the following purpose(s):

- _____ 1. To install a lawn sprinkler system.
- _____ 2. To install decorative landscaping; provided that any plantings shall not exceed _____ feet in height and shall under no circumstances encroach into the sight distance triangle required pursuant to sec. 12.5(e) of the Elmhurst Zoning Ordinance, as now or hereafter amended. A diagram illustrating such triangle is attached hereto.
- _____ 3. To install a decorative driveway approach or service walkway.
- _____ 4. Other (please specify) _____

As a condition of the City of Elmhurst granting permission to utilize the public right of way abutting the Subject Property for the aforesaid purpose(2), the undersigned owner agrees as follows:

- (a) To assume the full cost of any repair or replacement of improvements installed therein should the same be destroyed, damaged or removed during the installation, maintenance or repair of utilities in such public right of way by the City of Elmhurst, Commonwealth Edison, Ameritech, Nicor, AT&T Cable or any other utility or private party which is entitled by easement or otherwise to utilize such right of way, whether such rights now exist or are hereafter granted, all of which shall have rights therein superior to those of the undersigned owner(s). If the undersigned owner(s) does not wish to repair or restore the improvements installed in the public right of way, as foresaid, such owner(s) shall restore all areas disturbed by such improvements with sod.

(b) To protect, indemnify, defend, and hold harmless the City of Elmhurst against any and all claims, costs, actions, losses, demands, injuries and expenses of what4ever nature ("Claims"), including, but not limited to attorneys' fees, on account of any injuries to persons or property resulting directly or indirectly from acts or omissions by the undersigned owner, its contractors, subcontractors, or agents or employees in conjunction with the use of the public right of way abutting the Subject Property for the aforesaid purpose(s).

This covenant shall run with the land and shall be binding on the undersigned owner(s), their heirs, successors or assigns.

Owner's Signature

Owners' Signature

Owner(s) of record:

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

I, _____, a Notary Public in and for said county, in the State aforesaid, do hereby certify that _____ is/are personally known to me to be the same person(s) whose name(s) was/were subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed, and delivered said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

Notary Public
My Commission Expires:

FEE

APPROVED: _____

DATE: _____