

**CITY OF
ROLLING MEADOWS**

**LICENSE TO INSTALL
AND MAINTAIN A
RETAINING WALL**

This Agreement, made and entered into this ____ day of _____, 20____, by and for the City of Rolling Meadows ("City") and _____ and _____ ("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 _____, Rolling Meadows, Illinois:

LEGAL DESCRIPTION AS FOLLOWS:

PERMANENT TAX INDEX NO.: _____

WHEREAS, the Title Holder(s) desire to install a retaining wall in the City's public right-of-way or easement; and

WHEREAS, the City agrees, through its Public Works/Community Development Director, to allow the installation of a retaining wall 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 retaining wall.
2. Existence of the retaining wall 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 installation 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 event the City removes, damages or otherwise disturbs the retaining wall 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.
4. The 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 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:

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 _____ title holder(s), 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 he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

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

Notary Public

BELOW THIS LINE FOR OFFICE USE ONLY

STATE OF ILLINOIS)
COUNTY OF COOK)

**APPROVED:
CITY OF ROLLING MEADOWS**

by:

**Fred Vogt
Director of Public Works/Community Development**

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Fred Vogt, Director of Public Works/Community Development, 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 he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

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

Notary Public