

For Recorder Use Only

COVENANT RUNNING WITH THE LAND

The DECLARATION OF COVENANTS made this _____ day of _____, 20____, by

being of all the Owners' (hereinafter referred to as "Owners") of the following described property, to-wit:

Parcel No.: _____
Commonly known as: _____
(Address – Please Print)

WHEREAS, the City of Crystal Lake is the owner of certain municipal utility easements across the above described property and the adjacent public parkways; and

WHEREAS, the Owners' wish to install in said municipal easements and/or public parkway the following: _____

NOW, THEREFORE, in consideration of the City of Crystal Lake issuing a permit to the Declarants for the installation of the above improvements within the municipal utility easements or public parkway on the above described property in said easements and adjacent public parkway, said property is hereby made subject to the following covenants and restrictions, all of which shall be deemed to run with the property.

1. The Owners' agree that the provisions of this Covenant shall be binding upon them, their heirs, administrators, successors or assigns and shall constitute a covenant running the with land described herein.
2. The Owners' agree that the installation of the above improvements shall be made in full compliance with the conditions of this permit and the Code of Ordinances of the City of Crystal Lake.

3. The Declarants, their heirs, administrators, successors or assigns hereby agree to and do hereby release the City of Crystal Lake, its officers, agents and employees for damages to the above improvements which may occur by the installation, repair or maintenance of the municipal utilities relocated within the municipality utility easement or for damages to any and all materials installed by the Owners' within the driveway approach relocated within the parkway on Owners' property. The Owners' acknowledge that the City has the right to make improvements to the grade of the street during street improvements or maintenance projects within the public parkway.

4. The Owners' agree that in consideration of the issuance of a permit by the City for the above improvements that the Owners' shall be solely responsible for replacement or repair of any damages to the improvements on the Owners' property, and any such damages caused by the installation, repair or maintenance of the municipal utility easements or street fronting on Owners' property shall be at Owners' sole expense.

Dated at Crystal Lake, Illinois, this _____ day of _____, 20____.

 City of Crystal Lake
 Community Development Official

 Property Owner - Print Full Name

 Property Owner - Print Full Name

 Property Owners' Signature

 Property Owners' Signature

STATE OF ILLINOIS)
) ss
 COUNTY OF)

I, _____, a Notary Public, in and for said County, in the State of Illinois, hereby certify that _____, personally known to me to be same person(s) whose name(s) is/are subscribed in 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 sealed this _____ day of _____ 20____.

 Notary Public

Prepared by:

John L. Cowlin
 COWLIN, NAUGHTON, CURRAN & COPPEDGE
 20 Grant Street
 Crystal Lake, IL 60014
 (815) 459-5300

Mail to:

City of Crystal Lake
 Attention: Community Development
 100 W. Municipal Complex
 Crystal Lake, IL 60014
 (815) 356-3605