

PIN: _____

Above Space for Recorder's Use Only

INDEMNIFICATION COVENANT

WHEREAS, _____, the Owner of the Property described in Exhibit A and identified by PIN _____ commonly known as _____, South Barrington, Illinois, has constructed or caused to be constructed a concrete/masonry or brick mailbox structure within the Village of South Barrington right-of-way directly in front of the property; and

WHEREAS, the Village Code of Ordinances expressly provides that as a condition for the construction or maintenance of a masonry/concrete or brick mailbox structure in the Village right-of-way, the property owner must execute a covenant indemnifying and holding harmless the Village from any and all claims, losses or damages that may result or arise out of the placement of the mailbox structure within the Village right-of-way; and

WHEREAS, the Property Owner desires to construct or maintain the mailbox structure at its current location in the Village right-of-way and is willing to indemnify, save and hold the Village harmless from any and all claims, losses or damages that may result or arise out of the placement of the mailbox structure within the Village right-of-way.

NOW, THEREFORE, _____, the property owner, hereby covenants as follows:

In consideration for the Village allowing the Property Owner to construct a masonry/concrete mailbox in the Village public right-of-way or to maintain his/her masonry/concrete or brick mailbox currently constructed and encroaching on a portion of the Village of South Barrington public right-of-way and in consideration for the Village authorizing the mailbox to encroach on its right-of-way, _____, agrees to indemnify and hold the Village of South Barrington, and its officers, agents and employees free, harmless and indemnify from any and all liability, losses, damages, causes of action or suits,

including attorney's fees and costs of defense, which the Village may suffer as a result of any claim, demand, suit, cause of action or other action or proceeding of any kind or nature, in any way resulting from or arising out of injury to person or property in resulting directly or indirectly from the construction and/or existence of the masonry/concrete or brick mailbox located at _____, South Barrington, Illinois.

This Indemnification/Hold Harmless shall also be binding on all successors and assigns and future owners or persons in possession of the property located at _____, South Barrington, Illinois. The property owner hereby guarantees this document shall be recorded in the Office of the Cook County Recorder of Deeds.

[This Covenant is entered into by Property Owner to induce the Village to allow the mailbox to remain in its present location.]

Should the Property Owner remove the masonry/concrete mailbox from the Village public right-of-way, this covenant shall terminate and be without force and effect.

**THE PROPERTY OWNER, _____
HAS EXECUTED THIS INDEMNIFICATION COVENANT THIS _____ DAY OF _____, 200__ AFTER HAVING FIRST READ AND UNDERSTANDING ITS CONTENT AND ATTENDING TO BE BOUND THEREBY.**

OWNER:

By: _____

By: _____

Address: _____

Address: _____

City: _____

City: _____

Date: _____

Date: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, 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 severally acknowledged that as owner of the property described in Exhibit A and identified by PIN _____, caused his/her signature to be affixed hereto, as his/her free and voluntary act, and as the free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 200__.

NOTARY PUBLIC

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, 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 severally acknowledged that as owner of the property described in Exhibit A and identified by PIN _____, caused his/her signature to be affixed hereto, as his/her free and voluntary act, and as the free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 200__.

NOTARY PUBLIC

Exhibit A
LEGAL DESCRIPTION