

**Township of Downers Grove
Covenant For The Installation and Maintenance
of Decorative Brick in the Public Right-of-way (Driveway Apron)**

_____, owner(s) or resident(s) of the property located at _____ in unincorporated Downers Grove Township, County of Du Page, State of Illinois, and **legally described as follows, including Permanent Parcel Number** (hereinafter referred to as "Property"),

will be installing decorative brick in the driveway apron located within the Township right-of-way adjacent to the Property. In consideration of the Township's authorization to place and maintain such brick, the undersigned hereby acknowledges and agrees to the following conditions.

1. The undersigned and any successor in title to the Property shall be responsible, jointly and severally, for the following:
 - a. All maintenance, repair and replacement of the decorative brick.
 - b. The driveway shall be maintained in such a way that it does not damage or otherwise create defects within the Township right-of-way, including any adjoining sidewalk or street.
 - c. The driveway shall be maintained in such a manner that it does not create a hazard or dangerous condition within the Township right-of-way, including any adjoining sidewalk or street.
 - d. The decorative brick shall be installed and maintained in conformance with manufacturer's specifications and in full compliance with the ordinances of the Township of Downers Grove and the laws of the State of Illinois.
2. Neither the Township, its officers, agents or employees, including any public utility authorized to use the public right-of-way, shall be liable for any damage done to a decorative brick during or as a result of any repair, maintenance operation, use or installation of equipment or facilities, including tree maintenance and snow removal, within Township right-of-way.

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3. The undersigned, as well as any successor in title to the Property, shall indemnify and hold harmless the Township, its agents, officers and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may arise directly or indirectly from the use, existence, condition, installation, repair, or maintenance of the decorative brick installed within the Township right-of-way.
4. This covenant shall run with the land and be binding upon the owner(s) or residents(s) hereto, their heirs, successors and assigns.
5. The Township may terminate the undersigned's rights and responsibilities hereunder at any time upon notice to the Property owner or resident.
6. The undersigned hereby warrant(s) that he/she has (or they have) full power and authority to execute this covenant.

Date: _____

Owner or Resident

Owner or Resident

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

Instrument prepared by:
Township of Downers Grove
Highway Department