



Doc#: 1226318074 Fee: \$50.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 09/19/2012 02:25 PM Pg: 1 of 7

**THIS DOCUMENT WAS PREPARED BY:**

Village of Mount Prospect  
Dept. of Community Development: Building Division  
50 South Emerson Street  
Mount Prospect, IL 60056

**AFTER RECORDING RETURN TO:**

Village of Mount Prospect  
Dept. of Community Development: Building Division  
50 South Emerson Street  
Mount Prospect, IL 60056

[The above space reserved for the County Recorder's Office]

## UNDERGROUND LAWN SPRINKLER SYSTEM LICENSE AGREEMENT (the "License Agreement")

WHEREAS, Glenview State Bank (the "**LICENSEE**") has/have requested permission of the corporate authorities of the Village of Mount Prospect (sometimes herein the "**LICENSOR**" or the "Village") to place an underground lawn sprinkler system in the public right-of-way adjacent to, and in front of the LICENSEE'S real property legally described herein; and

WHEREAS, the President and Board of Trustees of the Village did adopt Ordinance No. 2502 on May 21, 1974 entitled "An Ordinance Authorizing the Village Manager to Convey Certain Incorporeal Hereditaments"; and

NOW, THEREFORE, upon the mutual covenants and agreements hereinafter set forth and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. The "LICENSOR" hereby conveys, without Warranty of Title and without grant of any possessor estate or interest or rights in the land described below, unto the "LICENSEE", their successors, and assigns, a license to install, construct, operate, maintain, repair, and remove, in accord with the design and drawing attached hereto and made a part hereof as **EXHIBIT A**, a certain underground sprinkler system (the "**Facilities**"), to be located in, on, over, across and under a portion of the public right-of-way lying in the Parkway adjacent to and immediately in front of the real property commonly known as Mount Prospect State Bank (Division of Glenview State Bank) 299 West Central Road Mount Prospect, Illinois 60056, (the "**LICENSEE'S Property**") which is legally described on **EXHIBIT B**, attached hereto and made a part hereof, and which has a Permanent Index Number of 08-12-100-012-0000.
2. The **LICENSOR** may, at any future time after the Effective Date, revoke this license contained herein at will and without notice to the **LICENSEE**, and without cost to either the **LICENSOR** or its successors or assigns or **LICENSEE** or its successors or assigns.
3. Upon such revocation of this license by the **LICENSOR**, and within thirty (30) days of written notice of said revocation to the **LICENSEE**, the **LICENSEE** shall immediately and without delay remove the **Facilities** installed and constructed by it, pursuant to the terms of this License Agreement.

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4. Upon completion of *LICENSEE'S* work of installation, construction, operation, maintenance, repair, or removal, *LICENSEE* shall remove from the public right-of-way all construction materials and all unused excavation material including rock and debris, and shall replace all backfilling materials in a neat and workmanship-like manner. *LICENSEE* shall leave the public right-of-way and any adjacent properties used by the *LICENSEE* in connection with the installation, construction, maintenance, operation, repair, or removal of the Facilities in a neat, clean and orderly condition including restoration of the top soil and restoration of the ground to its elevation and condition at the time of the execution hereof. *LICENSEE* shall, at all times and under all circumstances, indemnify, protect, and save harmless the *LICENSOR*, its successors, assigns, grantees, licensees, agents, lessees and invitees, from and against any and all damages, losses, claims, demands, actions and causes of action whatsoever (including any reasonable costs, expenses, and attorneys' fees which may be incurred in connection therewith) whether or not the claim, demand or other action asserted by meritorious, and which results from, or is alleged to arise out of or in connection with, the installation, construction, reconstruction, operation, maintenance, alteration, repair, replacement, removal or existence of the Facilities on the right-of-way, or existence of the license granted *LICENSEE* herein; provided however, that in the event any such claim, damage, loss, demand, action or cause of action is asserted against the *LICENSOR*, or its successors, assigns, grantees, licensees, agents, lessees and invitees *LICENSOR* shall provide the *LICENSEE* with written notification thereof and *LICENSEE* shall conduct the defense thereof before any court, board, commission or other governmental body exercising jurisdiction therein. No settlement or compromise of any such claim, damage, loss, demand, action or cause of action against *LICENSOR* shall be made unless agreed to by *LICENSOR*.
5. *LICENSEE* agrees to pay *LICENSOR*, its successors, assigns, grantees, licensees, agents, lessees and invitees for any and all damage or injury (including death) to person or property or any expense which they, or any of them, may sustain resulting from or arising out of or in connection with, the installation, construction, reconstruction, operation, maintenance, alteration, repair, replacement, removal or existence of the Facilities upon the public right-of-way, or the existence of the license granted *LICENSEE* hereunder.
6. *LICENSOR* shall not be liable to *LICENSEE*, their grantees, licensees, agents, lessees, or invitees for any damages or injuries (including death) to any person thereof or to any of their properties except to the extent that injuries or damages are caused by the negligent, willful, or malicious misconduct of *LICENSOR*.
7. Any notice herein provided to be given shall be deemed properly given if in writing and delivered personally, mailed or by overnight courier service :

To the *LICENSOR* at:                    Village of Mount Prospect  
     Department of Community Development: Building Division  
     50 South Emerson Street  
     Mount Prospect, Illinois 60056

To the *LICENSEE* at:                    Mount Prospect State Bank  
     Division of Glenview State Bank  
     299 West Central Road  
     Mount Prospect, Illinois 60056


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or to such other person or persons or address or addresses as the parties hereto may from time to time designate upon written notice.

- 8. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors in interest.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as of this 24<sup>th</sup> day of August, 2012, (the "EFFECTIVE DATE").

**LICENSEE:**

  
 Name: John Diedrich (Sr Vice President of Glenview State Bank)

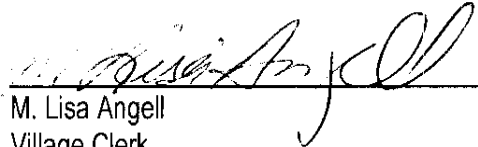
Name: \_\_\_\_\_

**LICENSOR:**

VILLAGE OF MOUNT PROSPECT,  
An Illinois Municipal corporation

By:   
 Name: Michael E. Janoris  
 Title: Village Manager

**ATTEST:**

  
 M. Lisa Angell  
 Village Clerk

[Insert Village Seal here]

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### ACKNOWLEDGMENT FOR 2 PEOPLE

STATE OF ILLINOIS, COUNTY OF \_\_\_\_\_ ss. \_\_\_\_\_ I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_ and \_\_\_\_\_, are personally known to me be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth. Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

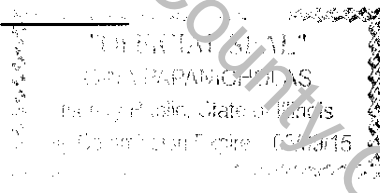
\_\_\_\_\_  
Notary Public My Commission Expires: \_\_\_\_\_

Property of Clerk's Office

### ACKNOWLEDGMENT FOR 1 PERSON

STATE OF ILLINOIS, COUNTY OF Cook ss. \_\_\_\_\_ I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_ is personally known to me be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth. Given under my hand and official seal, this 24th day of August, 2012

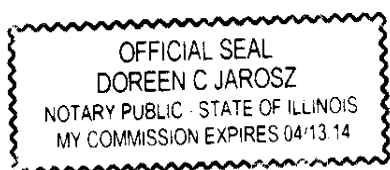
AMAR NIGRAS  
Notary Public My Commission Expires: 3/9/15



### ACKNOWLEDGMENT FOR A MUNICIPALITY

STATE OF ILLINOIS, COUNTY OF \_\_\_\_\_ ss. \_\_\_\_\_ I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that MICHAEL E. JANONIS and M. LISA ANGELL are personally known to me to be the Village Manager and Village Clerk, respectively, of the Village of Mount Prospect, an Illinois municipal corporation (the "Village") and also known to me to be the same persons whose names are subscribed to the foregoing instrument and as such Village Manager and Village Clerk, appeared before me this day in person and severally acknowledged that as such Village Manager and Village Clerk, they signed and delivered the said instrument pursuant to the authority given by the Village Board of Trustees, and as their free and voluntary act, and as the free and voluntary act and deed of the Village, for the uses and purposes therein set forth, and that Village Clerk, as custodian of the corporate seal of the Village, has caused the seal to be affixed thereto. Given under my hand and Notarial Seal this 30 day of August, 2012

Doreen C Jarosz  
Notary Public




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## EXHIBIT A DESIGN AND DRAWING OF FACILITIES

SEE ATTACHED

Property of Coconino County Clerk's Office

A large, dense black scribble consisting of multiple overlapping, wavy lines, obscuring the text of the watermark.

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## EXHIBIT B

### LEGAL DESCRIPTION OF LICENSEE'S PROPERTY

That part of Lot 1 in DESIDERATA SUBDIVISION in Section 12, Township 41 North, Range 11 East of the Third Principal Meridian, described as follows:

Beginning at the Northwest corner of said Lot 1; thence South along the West line of said Lot 1, a distance of 246.07 feet; thence East along a line that is perpendicular to the West line of said Lot 1, a distance of 67.34 feet; thence Northeasterly along a line that is drawn perpendicular to the southwesterly line of Lot 1, a distance of 65.76 feet; thence East along a line that is drawn perpendicular to the West line of said Lot 1, a distance of 55.38 feet to the most Westerly East line of said Lot 1; thence North along said East line to the North line of said Lot 1; thence West along said North line to the point of beginning, all in Cook County, Illinois.

**ADDRESS:** 299 West Central Road, Mount Prospect, IL

**PERMANENT INDEX NUMBER:** 08-12-100-012-0000

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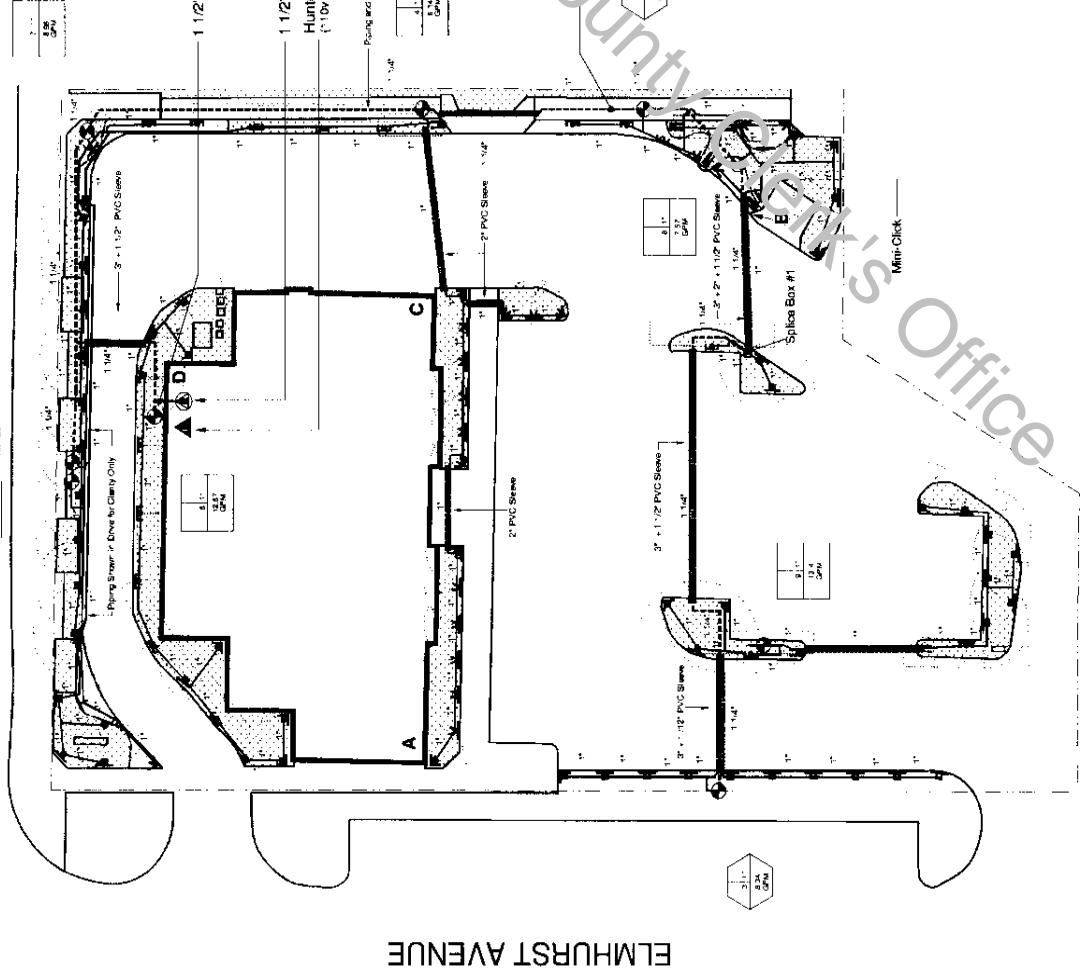
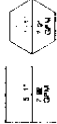
**WARNING**  
 LAYOUT OWNED BY  
 MUELLERMIST IRRIGATION COMPANY  
 OBTAIN PERMISSION BEFORE USING



This lawn sprinkler design is diagrammatic. Examine site for exact locations of equipment before you dig.



CENTRAL ROAD



ELMHURST AVENUE

- Irrigation Notes:**
- 110v. to Controller by Others, Final Connection by Others
  - 1 1/2" Copper Stub out of Building by Others
  - 1 1/2" RPZ Backflow Preventer by Others
  - No Cutting, Patching or Boring of Existing Pavement is Included in Scope of Work
  - PVC Sleeves to be Installed with Stone backfill

- Valve Locations**
- 1) 18' 4" N & 35' W of D
  - 2) 48' S & 36' E of C
  - 3) 88' 4" S & 6' 2" W of A
  - 4) 2' N & 37' E of C
  - 5) 18' 6" N & 37' W of D
  - 6) 1' N & 3' E of D
  - 7) 19' N & 48' E of D
  - 8) 2' 6" N & 12' 6" E of B
  - 9) 88' 6" S & 32' E of A

Quantity	Symbol	Description	Flow
9	↕	Hunter 10H PROS-04	0.88
1	↕	Hunter 10C PROS-04	0.42
3	↕	Hunter 15EST PROS-04	0.65
7	↕	Hunter 15SST PROS-04	1.3
2	↕	Hunter 8H PROS-04	0.47
5	↕	Hunter 8Q PROS-04	0.24
26	↕	Hunter 10H PROS-12	0.88
10	↕	Hunter 10C PROS-12	0.42
6	↕	Hunter 15EST PROS-12	0.65
1	↕	Hunter 15H PROS-12	1.86
3	↕	Hunter 15Q PROS-12	0.97
11	↕	Hunter 15SST PROS-12	1.3
1*	↕	Hunter 8H PROS-12	0.47
6	↕	Hunter 8Q PROS-12	0.24
10	↕	Hunter PGV-100G	

**Revised**  
 By: [Signature] Date: [Blank]  
 In: [Blank] Connection to Bldg. [Blank]

Drawn By:	Checked By:
4-12-12 JMM	4-12-12 BD

Material	Quantity
PVC	10
PGV	10
Hunter	10
Mini-Click	10

Project: Mount Prospect State Bank  
 299 West Central Road  
 Mount Prospect, IL  
 12-514

Scale: 1" = 20'  
 Sheet No: 12-037-C

