Cook County Recorder of Deeds Date: 10/24/2012 02:42 PM Pg: 1 of 6

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, MICHAEL 2-MAY GAKOKOLD (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 of so ibed herein; and

WHEREAS, the President and Board of Trusters 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 agreer ents 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:

- 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 a coord 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 componly known as 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 EXHIBIT B, attached hereto and made a part hereof, and which has a Permanent Index Number of EXHIBIT B, attached hereto and made a part hereof, and which has a Permanent Index Number of EXHIBIT B, attached hereto and made a part hereof, and which has a Permanent Index Number of EXHIBIT B, attached hereto and made a part hereof, and which has a Permanent Index Number of EXHIBIT B, attached hereto and made a part hereof, and which has a Permanent Index Number of EXHIBIT B, attached hereto and made a part hereof, and which has a Permanent Index Number of EXHIBIT B, attached hereto and made a part hereof.
- 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 whatscever (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 Congration, 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, o 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, Illinois 60056

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or to such other person or persons 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 day of SCOTC MGRO 17 (the "EFFECTIVE DATE").

LICENSEE:

Name: MICHAEL ARCFALC

OOT COUNTY CIONT'S OFFICE

LICENSOR:

VILLAGE OF MOUNT PROSPECT,

An Illinois Municipal corporation

By: Name. Mighael E. Jano Village Manager

ATTEST:

Village Clerk

[insert Village Seal here]

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as their free and yoluntary act for the uses and purposes therein set forth. Given under my hand and official seal, this _ aforesaid, DO HEREBY CERTIFY, that instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument STATE OF ILLINOIS, COUNTY OF \(\) Notar PHOFAR PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES 07/21/13 OFFICIAL SEAL are personally known to me be the same persons whose names are subscribed to the foregoing かしいまっぱつ I, the undersigned, a Notary Public, in and for the County and State 12 C/6/4 My Commission Expires: KYMM 90 100 pe

ACKNOWLEDGMENT FOR 2 PEOPLE

ACKNOWLEDGMENT FOR 1 PERSON

aforesaid, DO HEREBY CERTIFY, that STATE OF ILLINOIS, COUNTY OF therein set forth. Given under my hand and official seal, this, 200 CON SS

I, the undersigned a lictary Public, in and for the County and State

acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act for the uses and purposes the same persons whose name is subscribed to the foregoing instrument appeared before me this day in person and severally is personally known to me be

My Commission Expires:

day of

Notary Public

ACKNOWLEDGMENT FOR A MUNICIPALITY

aforesaid, DO HEREBY CERTIFY that MICHAEL E. JANONIS and M. LISA ANGELL are personally known to me to be the Village STATE OF ILLINOIS, COUNTY OF LOOK-SS. they signed and delivered the said instrument pursuant to the authority given by the Village Board of Trustees, and as their free and known to me to be the same persons whose names are subscribed to the foregoing instrument and as such Village Manager and Manager and Village Clerk, respectively, of the Village of Mount Prospect, an Illinois municipal corporation (the "Village") and also 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 voluntary act, and purposes therein set forth, and that Village voluntary act, and purposes therein set forth, and that Village voluntary act, and purposes therein set forth, and that Village voluntary act, and purposes therein set forth, and that Village voluntary act, and purposes therein set forth, and that Village voluntary act, and purposes therein set forth, and that Village voluntary act, and purposes therein set forth, and that Village voluntary act, and purposes therein set forth, and that Village voluntary act, and purposes therein set forth, and that Village voluntary act, and purposes therein set forth, and that Village voluntary act, and purposes therein set forth, and that Village voluntary act, and purposes therein set forth, and that Village voluntary act, and the vi Village Clerk, appeared before me this day in person and severally acknowledged that as such Village Manager and Village Clerk I, the undersigned, a Notary Public, in and for the County and State

> NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES 04.13.4 DOREEN C JAROSZ OFFICIAL SEAL

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EXHIBIT B LEGAL DESCRIPTION OF LICENSEE'S PROPERTY

Building Division PLAT OF SURVEY
Lot 27in Block 2 in COUNCIL TRAIL ESTATES, being a subdivision of part the Southwest 1/4 of Section 12, Township 41 North, Range 11 East of the Principal Meridian, in Cook County, Illinois.
I ANE
ADDRESS: 5 E BRISHME, Mount Prospect, IL.
PERMANENT INDEX NUMBER: 08-12-312-044-000
Of Colym
Othnix Clark's Office

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EXHIBIT A
DESIGN AND DRAWING OF FACILITIES

