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CITY OF DES PLAINES
1420 MINER STREET
DES PLAINES, IL 60016



Doc#: 1520439081 Fee: \$44.00
Karen A. Yaibrough
Cook County Recorder of Deeds
Date: 07/23/2015 02:06 PM Pg: 1 of 4

OFFICE OF RECORDER OF DEEDS
COOK COUNTY, ILLINOIS

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License Agreement

WHEREAS, owner, Iida Perez hereinafter referred to as "grantee", has requested permission of the corporate authorities of the City of Des Plaines to install brick paver apron in the public right of way adjacent to and in front of the property located at 2217 Sprucewood Avenue, Des Plaines, Illinois; and

WHEREAS, the Director of Community and Economic Development of the City of Des Plaines on September 23, 2014 approved said request; and

WHEREAS, Section 8-5-1A (Ord. M-72-05, 11-21-2005) of the City Code authorizes the City of Des Plaines, hereinafter referred to as "grantor", to convey a license for the construction, installation, and/or maintenance of such as contemplated herein;

NOW, THEREFORE, upon the mutual covenants and agreement hereinafter set forth and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the grantor, City of Des Plaines, hereby grants, without Warranty of Title and without grant of any possessory estate or interest or rights in the land described below, unto the grantee, its 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 brick paver hereinafter referred to as "facilities", to be located in the portion of the public right of way adjacent to and immediately in front of the property commonly known as 2217 Sprucewood Avenue, Des Plaines, Illinois, legally described as follows:

OF LOT 1 IN CASHEL HILL SUBDIVISION, BEING A SUBDIVISION IN THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 13, 2004, AS DOCUMENT 0434845115, IN COOK COUNTY, ILLINOIS.

09-30-408-039-0000, which is granted, however, subject to the following terms, covenants and conditions:

1. The grantor may at any future time after the date hereof by action of the City Council revoke this license contained herein at will and without notice to the grantee and without cost to either the grantor or its successors or assigns.
2. Upon such revocation of this license by the grantor, and within thirty (30) days' written notice of said revocation to the grantee, the grantee shall remove the facilities installed and constructed by it pursuant to the terms of this license.

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3. Upon completion of its work of installation, construction, operation, maintenance, repair or removal, grantee 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 workmanlike manner. Grantee shall leave the public right of way and any adjacent properties used by the grantee 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 land restoration of the ground to its elevation and condition at the time of the execution hereof. Grantee shall at all times, and under all circumstances, indemnify, defend, protect, and save harmless the grantor, its employees, its 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 attorney fees which may be incurred in connection therewith) whether or not the claim, demand, or action asserted be 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 upon the public right-of-way, or the existence of the license granted grantee herein; provided, however, that in the event any such claim, damage, loss, demand, action, or cause of action is asserted against the grantor, or its agents, grantor shall furnish grantee with written notification thereof and grantee 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 grantor shall be made unless agreed to by grantor.
4. Grantee agrees to pay grantor, its grantees, licensees, agents, lessees and invitees for any and all damage or injury (including death) to person(s) 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 grantee hereunder.
5. Grantor shall not be liable to grantee, its grantees, licensees, agents, lessees or invitees for any damage or injuries (including death) to any persons or to any of their properties except to the extent that injuries or damages are caused by the negligent, willful or malicious misconduct of grantor.
6. Any notice herein provide to be given shall be deemed properly given if in writing and delivered personally or mailed to the City Clerk of the grantor at the Des Plaines Civic Center, 1420 Miner Street, Des Plaines, Illinois, or to such other person or addresses as the parties hereto may from time to time designate upon written notice.
7. 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 by their proper officers, thereunto duly authorized and their respective seals to be hereto affixed,

this 14 day of July 2015

PROPERTY OWNER

by: [Signature]
 Name: Ilda Perez
 Address: 2217 Sprucewood

CITY OF DES PLAINES, a municipal corporation

by: [Signature]
 Scott Mangum, AICP
 Senior Planner/Acting Zoning Administrator

ATTEST:

[Signature]
 City Clerk

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OVERSIZE EXHIBIT

**FORWARD ORIGINAL
DOCUMENT TO PLAT
COUNTER IMMEDIATELY
AFTER RECORDING FOR
SCANNING**