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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
50 South Emerson Street
Mount Prospect, IL 60056
Attention: Village Clerk
(2881-005)



Doc# 2117247021 Fee \$88.00
RHSP FEE:\$9.00 RPRF FEE: \$1.00
KAREN A. YARBROUGH
COOK COUNTY CLERK
DATE: 06/21/2021 10:28 AM PG: 1 OF 6

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

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

WHEREAS, MICK AVILA (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. 5754 on August 4, 2009, entitled "An Ordinance Amending Chapter 9 entitled 'Public Utilities, Pavement and Tree Regulations' and Appendix A, Division II of the Village Code of Mount Prospect, Illinois", authorizing the Village Manager to grant a license to a person, firm or corporation for its construction, installation and/or maintenance of automatic lawn sprinkling systems, roadway entrance markers, and other public, charitable or aesthetic insignia upon or over public land owned or controlled by the Village.

NOW, THEREFORE, upon the mutual covenants and agreements herein after 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 possessory estate or interest or rights in the land described below, unto the "LICENSEE", 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 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 201 S LAWMASTER, 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 08-11-110-028-0000.
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.

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3. Upon revocation of this license by the *LICENSOR*, and within thirty (30) days of written notice of said revocation to the *LICENSEE*, the *LICENSEE* shall, at its sole cost and expense, immediately and without delay remove the Facilities installed and constructed by it, pursuant to the terms of this License Agreement.
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 is meritorious, 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 sole 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:

201 S LANCASTER

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Mount Prospect, Illinois 60056

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 28 day of APRIL, 2021, (the "EFFECTIVE DATE").


LICENSEE:


Name: MIKE FAULA

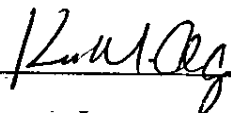
Name: _____

LICENSOR:

VILLAGE OF MOUNT PROSPECT,
An Illinois Municipal corporation

By: 
Name: Michael J. Cassady
Title: Village Manager

ATTEST:


Village Clerk

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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 to 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 _____
County Clerk's Office

ACKNOWLEDGMENT FOR 1 PERSON

STATE OF ILLINOIS, COUNTY OF LAKE ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that MRS. FAUJA, is personally known to me to 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 28 day of APRIL, 2021.

[Signature]
Notary Public

2/19/25
My Commission Expires:

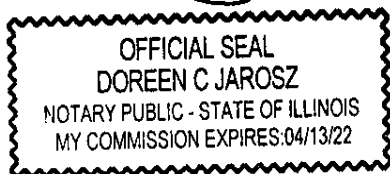


ACKNOWLEDGMENT FOR A MUNICIPALITY

Karen Aganos

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 MICHAEL J. CASSADY and M. LISA ANGEL 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 13 day of May, 2021

[Signature]
Notary Public



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EXHIBIT B LEGAL DESCRIPTION OF LICENSEE'S PROPERTY

LEGAL DESCRIPTION

LOT 172 IN TOWN WILSON PARK, INCORPORATED THIRD ADDITION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER, QUARTER OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 201 S LANCASTER, Mount Prospect, IL

PERMANENT INDEX NUMBER: 03-11-110-028-0000

Property of Cook County Clerk's Office