

License Agreement Regarding Right-of-Way Use

This LICENSE AGREEMENT ("**License**") for the installation of Flock camera equipment as depicted in Exhibit A hereto ("**Facility**") in public right-of-way is made by and between the Village of Long Grove ("**Village**") and the _____, located at _____ (Attention: _____) ("**Licensee**"). The Village and Licensee agrees follows:

1. License Granted. Subject to the terms of this License, Village hereby grants to Licensee a license to install the Facilities and to perform Maintenance (as hereinafter defined) on the _____ of the Schaeffer Road right-of-way as depicted in Exhibit B hereto ("**Public Space**"). This license shall be terminable at the will of Village upon not less than 90 days' written notice to Licensee.
2. Facilities. Licensee shall be permitted to install and maintain the Facilities within the Public Space. All construction, installation, operation, maintenance, repair, replacement, removal, or other work in connection with the Facilities ("**Maintenance**") shall interfere as little as possible with the use and enjoyment of the Public Space and avoid any hazardous conditions relating to the Public Space or surrounding areas. Village may prescribe from time-to-time specific maintenance standards regarding the Facilities ("**Standards**"), which Standards shall be the basis for Licensee's effective performance of Maintenance under this License upon notification to Licensee of such Standards.
3. No Liens or Claims. The Licensee shall not permit any liens to stand against the Public Space or any other Village property for work or materials furnished in connection with Maintenance or this License. Licensee further agrees to defend, indemnify and hold Village and Village Parties (as hereinafter defined) harmless from any and all claims, actions, liabilities, and/or judgments (including attorneys' fees) of any type or nature whatsoever arising from or related to this License, the Public Space, or the Facilities ("**Claims**"), to waive and release any and all Claims Licensee may have against the Village Parties, and to maintain insurance with coverages and limits approved in writing by the Village Manager.
4. Village's Rights. Nothing in this License shall limit Village's right to use the Public Space. If Village's use of the Public Space destroys, injures, impairs, or otherwise interferes with Licensee's rights under this License, Licensee shall have no remedy or recourse against Village or any of Village's officers, officials, employees, agents, attorneys, or representatives ("**Village Parties**").
5. Restoration upon Termination. In the event that either party elects to terminate this License as herein provided, Licensee shall, without cost to Village, remove the Facilities and restore the Public Space with grass using good quality sod.
6. Remedies. In addition to any and all other remedies it may have, Village may enforce this License; the failure of Village to enforce this License or any particular provision hereof at any given time shall in no event be deemed a waiver of the right to do so thereafter. Enforcement may include Village undertaking Maintenance in the event that Licensee does not perform Maintenance in accordance with the Standards, in which case Licensee shall be required to reimburse Village for its reasonable costs incurred in connection with such Maintenance; such reimbursement shall be paid to Village within 30 days after Licensee is notified in writing of the costs for Village's performance of Maintenance. In case of any enforcement action, Village shall be entitled to recover from Licensee all costs of enforcement, including but not limited to administrative expenses and legal fees pursuant to an adjudication of a court of competent jurisdiction that Licensee has breached the License. In case of any enforcement action by Licensee, Licensee shall not be entitled to recover from Village or any Village Parties any monetary judgments.
7. Term. Unless sooner terminated in accordance with the provisions hereof, this License shall run for a term of twenty (20) years from the latest date that this License is executed by any party.

[Signature page to follow.]

EXHIBIT A

Depiction of the Facility

EXHIBIT B

Depiction of the Public Space