

This document was prepared for  
and should be returned to:

Gregory Jackson  
Village Manager  
Village of Long Grove  
RFD 3110  
Long Grove IL 60047

**License Agreement And Declaration  
Regarding Right-of-Way Use**

Recorded Against:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

P.I.N.: \_\_\_\_\_  
Legally Described in Exhibit A. ("**Property**")

This LICENSE AGREEMENT AND DECLARATION ("**Declaration**") for the installation of \_\_\_\_\_ ("**Facility**") in public right-of-way, utility easement, or cul-de-sac adjacent to the Property ("**Public Space**") is made by and between the Village of Long Grove ("**Village**") and \_\_\_\_\_ ("**Current Owner**"). Current Owner and Village agree, and Current Owner declares on behalf of itself as well as all parties presently having or hereafter acquiring any right, title, or interest in the Property or any part thereof (collectively, "**Owner**"), as follows:

- License Granted. Subject to the terms of this Declaration, Village hereby grants to Owner a license to install the Facilities and to perform Maintenance (as hereinafter defined) within the Public Space. This license shall be terminable at the will of Village upon not less than 90 days' written notice to Owner. Upon the termination of this Declaration, provided that Owner has fully performed its obligations hereunder, Village shall execute a release of this Declaration.
- Facilities. Owner shall be permitted to install and maintain the Facilities within the Public Space in substantial conformity with the installation plan attached to this Declaration as Exhibit B ("**Plan**"). All construction, installation, operation, maintenance, repair, replacement, removal, or other work in connection with the Plan and 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 Owner's effective performance of Maintenance under this Declaration upon notification to Owner of such Standards.
- No Liens or Claims. The Owner 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 Declaration. Owner 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 Declaration or the Facilities, and Owner shall maintain insurance with coverages and limits acceptable to Village Manager.
- Village's Rights. Nothing in this Declaration 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 Owner's rights under this Declaration, Owner shall have no remedy or recourse against Village or any of Village's officers, officials, employees, agents, attorneys, or representatives ("**Village Parties**").
- Restoration upon Termination. In the event that Village elects to terminate this Declaration as herein provided, Owner shall, without cost to Village, remove the Facilities and restore the Public Space with grass using good quality sod.
- Remedies. In addition to any and all other remedies it may have, Village may enforce this Declaration; the failure of Village to enforce this Declaration 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 Owner does not perform Maintenance in accordance with the Standards, in which case Owner 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 Owner 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 Owner 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 Owner has breached the Declaration. In case of any enforcement action by Owner, Owner shall not be entitled to recover from Village or any Village Parties any monetary judgments.
- Covenants on the Property. The Property is and shall be held, transferred, sold, conveyed, used, and occupied subject to the covenants herein set forth, which covenants shall run with the Property and be binding on Owner. Unless sooner terminated in accordance with the terms hereof, this Declaration shall run with and bind the Property, for a term of twenty (20) years from the date recorded, after which time this Declaration shall be

automatically extended for successive periods of ten (10) years unless an instrument amending this Declaration shall be recorded to provide for some other duration.

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF LAKE )

IN WITNESS WHEREOF, the parties have caused this instrument to be executed, acknowledged, and attested.

**OWNERS:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

**VILLAGE OF LONG GROVE**, an Illinois municipality

By: \_\_\_\_\_  
Village Manager

**ATTEST:**

By: \_\_\_\_\_  
Deputy Village Clerk

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

EXHIBIT A  
Legal Description of Property

EXHIBIT B  
Plan