

**TOWNSHIP OF DOWNERS GROVE  
COVENANT FOR THE INSTALLATION AND OPERATION  
OF A SPRINKLER SYSTEM IN THE PUBLIC RIGHT-OF-WAY**

\_\_\_\_\_, owner(s) or resident(s) of the property located at \_\_\_\_\_ in unincorporated Downers Grove Township, County of Du Page, State of Illinois, and **legally described as follows, including Permanent Parcel Number** (hereinafter referred to as "Property"),

will be installing a lawn sprinkler system within the Township right-of-way adjacent to the Property. The undersigned hereby acknowledges and agrees to the following conditions.

1. The undersigned and any successor in title to the Property shall be responsible, jointly and severally, for the following:
  - a. All maintenance, repair and replacement of the system.
  - b. Maintenance and operation of the system in such a way that it does not damage or otherwise create defects within the Township right-of-way, including any adjoining sidewalk or street.
  - c. Maintenance and operation of the system in such a manner that it does not create a hazard or dangerous condition within the Township right-of-way, including any adjoining sidewalk or street.
2. Neither the Township nor any of its officers, agents or employees shall be liable for any damage done to a sprinkler system during or as a result of any repair, maintenance operation, use or installation of equipment or facilities, including tree maintenance and removal, within Township right-of-way.
3. The undersigned, as well as any successor in title to the Property, shall indemnify and hold harmless the Township, its agents, officers and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses which may arise directly or indirectly from the use, existence, condition, installation, repair, operation or maintenance of the lawn sprinkler system.

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(Continued)**

- 4. This covenant shall run with the land and be binding upon the owner(s) or residents(s) hereto, their heirs, successors and assigns.
- 5. The Township may terminate this license at any time upon notice to the Property owner or resident.
- 6. The undersigned hereby warrant(s) that \_\_\_\_\_ has/have full power and authority to execute this covenant.

Date: \_\_\_\_\_

\_\_\_\_\_

Owner or Resident

\_\_\_\_\_

Owner or Resident

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

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

Instrument prepared by:  
Township of Downers Grove  
Highway Department