



Prepared By:
Village of Spring Grove
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www.springgrovevillage.com

Lawn Sprinkler Application / Permit & Release

Owner: _____

Address: _____

Permanent Real Estate Index Number: _____

Permit #: _____

The purpose of this "permit" is to authorize installation of a lawn sprinkler (irrigation) system, part of which might be located within the public right-of-way or utility easement on or adjacent to the property legally described on Exhibit A, which is attached hereto. This permit shall be considered an addendum to the Building Permit and will become a permanent record of the property file maintained by the Village of Spring Grove and shall be a covenant that runs with the land and shall be recorded against the land in the office of the McHenry County Recorder at the property owner's expense.

Authorization to place and maintain any portion of any lawn sprinkling system within the public right-of-way or Village of Spring Grove utility easement is conditionally granted subject to acknowledgement, agreement, and strict compliance with the following terms, conditions and understandings:

1. The property owner and installer acknowledge and agree that they are fully aware that any portion of a lawn sprinkler system installed within the public right-of-way or utility easement is clearly at risk that no assurances of its protection can be given by the Village.
2. The property owner understands, acknowledges and agrees that the Village of Spring Grove assumes absolutely no responsibility for, or liability arising out of, the installation, care, operation, future maintenance or repair of any portion of the sprinkler system.
3. The property owner and installer understand and agree that installation and existence of the lawn sprinkling system within the public right-of-way or utility easement shall not, in any way, interfere with the right of the Village, its contractors or other utilities to excavate therein for repair, maintenance or installation of any public utility, street, sidewalk, cable, television, or for any other purpose.
4. The property owner understands and agrees that the Village will not, under any circumstance, maintain, repair, or replace any portion of said system which might be subsequently damaged or removed by any work, accident, maintenance activity or construction operation related to item 3 above.
5. The property owner agrees to, and does hereby release, hold harmless and indemnify the Village of Spring Grove, and all of its elected and appointed officials, officers, boards, commissions, employees, agents, contractors, representatives, engineers, and attorneys, from any claims, lawsuits, judgments, demands, liabilities, losses, executions, debts, fines, penalties, and expenses, including administrative expenses and attorneys' fees (collectively "Claims"), that may arise or be alleged to have arisen, out of or in connection with the presence of the sprinkler system in Village of Spring Grove right-of-way or utility easement, whether or not due or claimed to be due in whole or in part to the active or passive presence or operation of the sprinkler system. The property owner shall, and does hereby agree to, pay all expenses, including attorneys' fees, court costs, and administrative expenses, incurred by the Village in defending itself with regard to any and all of the Claims mentioned in this paragraph.

6. The property owner and installer acknowledge and agree that all sprinkler systems must be fully protected by backflow prevention devices (RPZ's) approved by the Building Inspector, and that such systems require annual inspection/testing and certification by a certified cross-connection device inspector at the owner's sole expense, and that such inspector's report must be duly filed with the Village.
7. The property owner acknowledges that installation of a lawn sprinkler system may reduce the water pressure within the dwelling.
8. The applicant and installer understand that all sprinkler heads and/or control structures shall be constructed at grade and shall not, under any circumstances, protrude above ground level, except for "pop up" heads which must be fully retract when not in use. Further, all sprinkler heads must be so designed, located, shielded, adjusted, controlled or directed in a manner so as not to sprinkle any sidewalk between the hours of 5:00 a.m. to midnight on any day of the year.
9. By purchasing the property which is the subject of this permit, each subsequent owner agrees to abide by and be bound by the terms hereof. Each owner shall give a copy of this agreement to subsequent owners as it is deemed to be a covenant running with the land.

Property Legal Description – attach legal description as "Exhibit A"

Application / Acknowledgement

Installation Company _____		
Authorizing Agent (print) _____		
Signature _____		
Address _____		
City _____	State _____	Zip _____
Telephone _____		
Illinois Plumber License Number _____		
<i>Attach a copy of Plumber's License.</i>		

Owner's Acknowledgement

I have read the foregoing special conditions and understandings of this lawn sprinkler permit, fully understand same, and agree to abide by those terms.

Name of Legal Property Owner (print)

Signature of Legal Property Owner

Date

Mailing Address of Legal Property Owner

Type of Structure or Business of Permit Property

Telephone (home)

Telephone (work)

Village of Spring Grove

Accepted and Approved by: _____
Building Inspector
Date