

Document No.

**UNDERGROUND SPRINKLER LICENSE AGREEMENT
CONCERNING ENCROACHMENTS IN THE VILLAGE RIGHT-OF-WAY**

LICENSE AGREEMENT made this _____ day of _____, 200_, by and between the VILLAGE OF HARTLAND, ("VILLAGE"), and _____ and _____, (collectively referred to as "Property Owner").

RECITALS

WHEREAS, Property Owner warrants and represents that it is the owner of record of a real property located in the Village of Hartland commonly referred to as _____, Hartland, Wisconsin and which is more particularly described in the attached Exhibit A (the "Property"); and

WHEREAS, Property Owner desires to install an underground sprinkler system for the Property; and

WHEREAS, Property Owner has applied for a plumbing permit and a street right-of-way use permit for installation of an underground sprinkler system; and

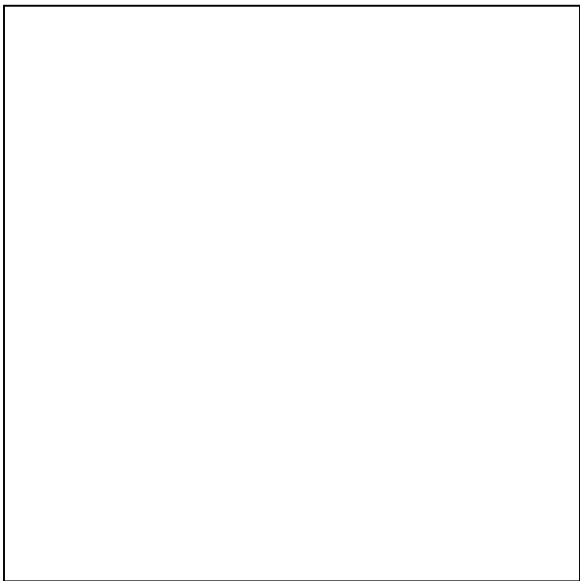
WHEREAS, the Property Owners seek permission from the Village permission under Section 18-168 of the Village Code of Ordinances to place certain components of said sprinkler within the Village's right-of-way; and

WHEREAS, Property Owner has provided a scale map of the Property showing the proposed locations of the sprinkler system component(s) that may encroach on the Village-owned right-of-way; and

WHEREAS, the Director of Public Works has found that the proposed locations do not currently interfere with the public interest in the right-of-way;

NOW, THEREFORE, in consideration of the Village's consent for the installation of the proposed sprinkler system components within the Village's right-of-way, the Property Owner's promises contained in this Agreement, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. INCORPORATION OF RECITALS. The Recitals set forth above are hereby incorporated by reference and made a part of this Agreement.
2. SCOPE OF PERMISSIVE RIGHT GRANTED. Subject to the provisions of this Agreement, Property owner may install, operate, and maintain underground sprinkler system components within the Village right-of-way at the locations depicted on the map attached hereto and incorporated by reference as Exhibit B.
3. TERMINATION.
 - a. The Village may terminate this Agreement at any time and without cause in its sole discretion. Property Owner shall remove all underground sprinkler components from the Village right-of-way within ten (10) days of Village sending written demand for removal to Property Owner's last known address. In the event Property Owner fails to remove all sprinkler system components within said ten days, or within such other time approved in writing by the Village Administrator, Property Owner shall pay all costs incurred by the Village to accomplish the removal of sprinkler system components from the Village right-of-way.
 - b. This Agreement shall automatically terminate in the event Property Owner removes, adds, or relocates any sprinkler system component without the prior written permission of the Director of Public Works. If terminated, this Agreement may not be reinstated without the written consent of the Director of Public Works.



Return to:

PIN: _____

