

THIS INSTRUMENT PREPARED BY:

VILLAGE CLERK
Village of Huntley
10987 Main Street
Huntley, IL 60142

PLEASE RETURN TO:

Village of Huntley
10987 Main Street
Huntley, IL 60142
Attn: Development Services Department

ABOVE SPACE FOR RECORDERS USE ONLY

STATE OF ILLINOIS)
)
COUNTY OF _____)

ACKNOWLEDGEMENT OF
SPECIFIC REQUIREMENTS

RELEASE OF LIABILITY AND WAIVER OF CLAIMS

Whereas, _____, the undersigned(s), (Owner) desires to place, at Owner's cost,
(Owner)
private improvements authorized by the Village of Huntly permit issued for

(list all improvements)

(the "Private Improvements") within a recorded Municipal Utility Easement (MUE) and/or public right-of-way (ROW) on or adjacent to the property located at:

_____, Huntley, Illinois, known as _____ in _____,
(Property Address) (Lot) (Subdivision)

_____, and legally described in Exhibit A hereto (Property).
(Parcel Number)

NOW THEREFORE, for good and valuable consideration, including the promises herein contained, the undersigned(s) hereby agrees as follows:

I, Owner, hereby waive, release, and fully discharge any and all claims I may have, or that may accrue to me, against the Village of Huntley ("Village") and its officials, affiliates, agents, employees, and independent contractors (collectively, "Village Releasees") arising out of, or in any way relating to or associated with the Private Improvements or my use of the MUE or ROW in relation to the Private Improvements, including, but not limited to, any claim for bodily injury or property damage that I may suffer as a result of the Private Improvements or any damage thereto. I understand that this release is complete and absolute and constitutes a complete waiver of any claim which I might otherwise possess against the Village as a result of any accident, injury, or damage resulting from the Private Improvements or any work or activities relating thereto.

I further agree to indemnify and hold the Village and Village Releasees harmless from and against any and all claims, liabilities, or damages of whatever nature, whether relating to person or property, whether direct or indirect, arising or alleged to have arisen out of the Private Improvements.

I also understand that I will be solely responsible for all maintenance, repair, and/or replacement of the Private Improvements at my own cost, and I waive and release any and all claims against the Village relating to such costs. I also understand that I am responsible for the cost to repair damage to the MUE or ROW or any public improvements located therein caused by the installation, operation, maintenance, repair, or replacement of the Private Improvements. **I understand that this release is a condition to the installation of the Private Improvements in the MUE or ROW adjacent to my Property.**

**VILLAGE OF HUNTLEY
RELEASE OF LIABILITY AND WAIVER OF CLAIMS**

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This agreement, as recorded in the County of _____, Illinois shall be a covenant running with the land with respect to the Property and shall be binding upon all heirs, successors, assigns, or future owners of the Property until such time as this Agreement is amended to terminated in writing by Owner (or Owner's successor) and the Village.

Signed this ____ day of _____, 20 ____.

Subscribed and affirmed before me

this ____ day of _____, 20 ____

Signature of Owner

Signature of Notary

Printed Name of Owner

(Notary Seal)

Signed this ____ day of _____, 20 ____

Permit number: _____

Signature of Village Official

Printed Name of Village Official

See attached "Exhibit A" for additional information.