

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

Resolution or Ordinance (Blue) _____
Recommendations of Boards, Commissions & Committees (Green) _____
Other Business (Pink) _____
X _____

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: David A. Hulseberg, Village Manager *dh*

DATE: February 10, 2010 (B of T) Date: February 18, 2010

TITLE: Lombard Toyota Entry Sign License Agreement

SUBMITTED BY: Department of Community Development *W*

BACKGROUND/POLICY IMPLICATIONS:

The Department of Community Development transmits for your consideration a resolution authorizing signatures of Village President and Village Clerk on a License Agreement allowing Village entry signage to be placed on private property at 725 W. Roosevelt Road. (DISTRICT #2)

Please place this item on the February 18, 2010 Board of Trustees agenda.

Fiscal Impact/Funding Source:

Review (as necessary):

Village Attorney X _____
Finance Director X _____
Village Manager X _____
Date _____
Date _____
Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.

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[Signature]

Date

Date

Date

2/10/10

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MEMORANDUM

TO: David A. Hulseberg, AICP, Village Manager

FROM: William Heniff, AICP, Director of Community Development *WH*

DATE: February 18, 2010

SUBJECT: Lombard Toyota Entry Sign License Agreement

BACKGROUND

Over the past year, the Village has placed "Welcome to Lombard" entry signs at major points of ingress and egress along the Village's corporate limits. While most of these signs have been placed on public property, there are a number of locations where there is insufficient right-of-way to allow for the placement of a sign. One such location is the Village's western boundary along Roosevelt Road.

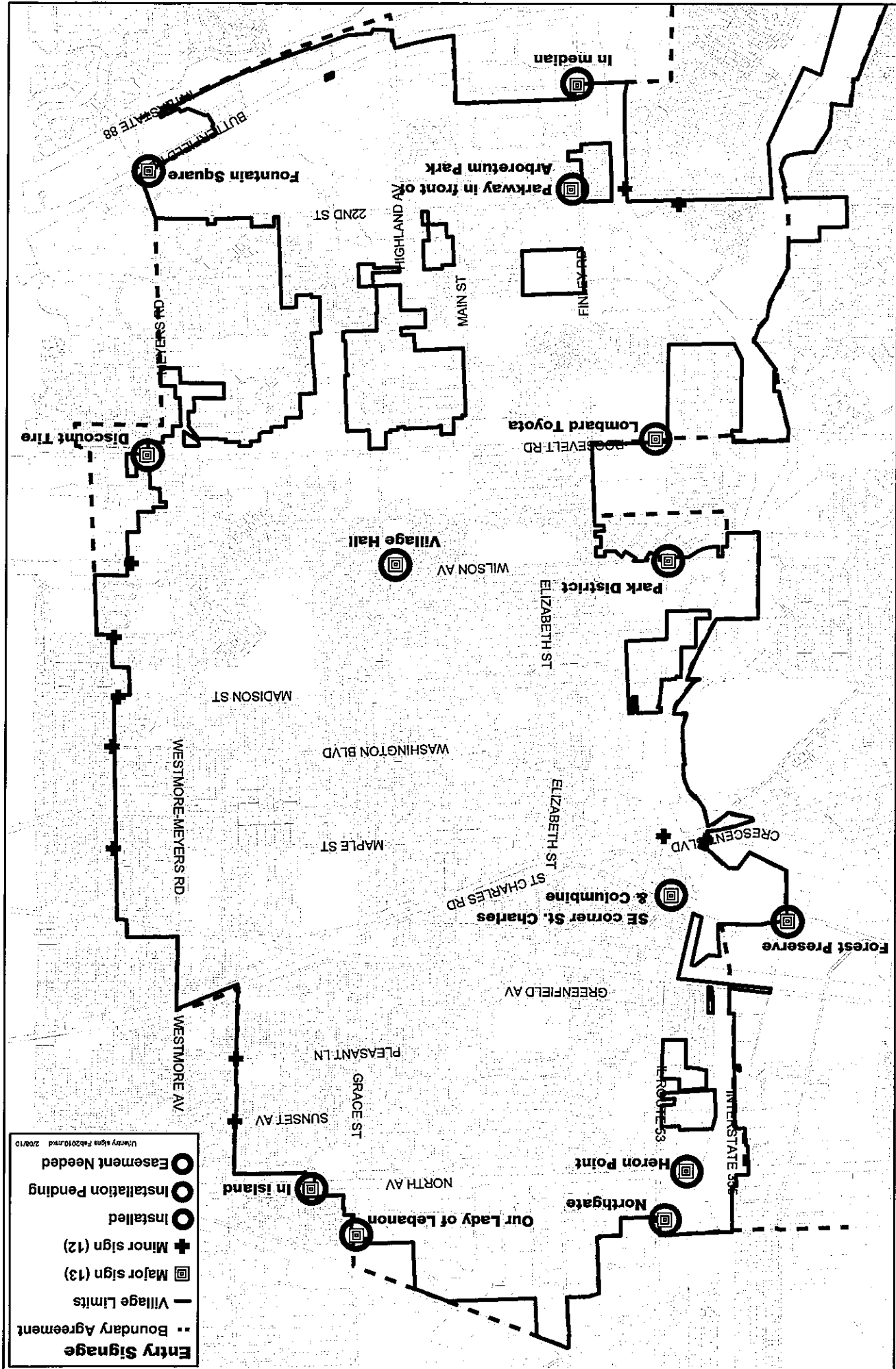
Staff has worked with the owner of Lombard Toyota to procure a license agreement that will allow the Village to place an entry sign at the westernmost corner of their property, fronting along Roosevelt Road. This license is being granted at no cost to the Village.

Separate from the agreement, attached is a map showing the locations where Village entry signs have or will be placed. Entry signage for the downtown will also be explored in the future.

RECOMMENDATION

Please place this item on the February 18, 2010 Village Board agenda for consideration. Staff recommends that the Corporate Authorities approve a Resolution authorizing the Village President and Village Clerk to sign the attached License Agreement.

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- Entry Signage**
- Boundary Agreement
 - - - Village Limits
 - ▣ Major sign (13)
 - + Minor sign (12)
 - Installed
 - Installation Pending
 - Easement Needed
- Utility signs Feb2010/rd 2008/10

Map Labels:

Streets: WESTMORE-MEYERS RD., WESTMORE AV., INTERSTATE 55, NORTH AV., SUNSET AV., GRACE ST., PLEASANT LN., GREENFIELD AV., ST CHARLES RD, ELIZABETH ST, WASHINGTON BLVD, MADISON ST, WILSON AV, FINLEY RD, ROOSEVELT RD, 22ND ST, HIGHLAND AV, MAIN ST, BULLOCK SKATE 88, CRESCENT LVD.

Locations: Fountain Square, Parkway in front of Arboretum Park, Lombard Toyota, Village Hall, Park District, SE corner St. Charles & Columbine, Forest Preserve, Heron Point, Northgate, Our Lady of Lebanon, In Island, In median.

Signage: Major sign (13) and Minor sign (12) are indicated by square and plus symbols respectively. Pending and Needed signs are indicated by circles.

R E S O L U T I O N
R _____ 10

**A RESOLUTION AUTHORIZING SIGNATURE OF
PRESIDENT AND CLERK ON A LICENSE AGREEMENT
AUTHORIZING THE VILLAGE OF LOMBARD TO
PLACE AN ENTRY SIGN ON PRIVATE PROPERTY**

WHEREAS, the Village of Lombard intends to place "Welcome to Lombard" entry signs at key points along the Village's corporate limits; and,

WHEREAS, the Licensor has authority to, and is willing to, allow the Village to place an entry sign upon the Subject Property.

NOW, THEREFORE, be it resolved by the President and Board of Trustees of the Village of Lombard, Du Page County, Illinois, as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said Agreements as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said agreements as attached hereto.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Adopted this _____ day of _____, 2010.

Ayes: _____

Nays: _____

Absent: _____

Approved this _____ day of _____, 2010.

William J. Mueller, Village President

ATTEST:

Brigitte O'Brien, Village Clerk

**LICENSE AGREEMENT FOR VILLAGE ENTRY SIGN
AT 725 WEST ROOSEVELT ROAD, LOMBARD**

This License Agreement (the "Agreement") is entered into on the Effective Date, as hereinafter defined, by and between the Village of Lombard, DuPage County, Illinois, an Illinois municipal corporation (the "Village"), and Postma Real Estate, LLC ("Owner"), an Illinois limited liability company, for the purpose of permitting the Village to erect and maintain an entry sign on certain property of Owner. (Village and Owner are sometimes referred herein individually as a "Party" and collectively as the "Parties".)

WHEREAS, the Village President and Board of Trustees have determined that it is in the best interests of its residents to construct and maintain signs on its main arterial roadways to give the public notice that they are entering the Village; and

WHEREAS, Owner is the owner of a tract of land that is located within the corporate boundaries of the Village at 725 West Roosevelt Road, Lombard, Illinois 60148, and legally described on *Exhibit A*, which is attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Property is located at the entrance to the Village on Roosevelt Road, a main arterial roadway; and

WHEREAS, the Village desires to construct and maintain an entry sign on the Property for the aforestated purposes; and

WHEREAS, Owner agrees to permit the Village to construct and maintain an entry sign, subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner and the Village agree as follows:

1. Owner hereby grants to Village a license (the "License") to enter upon the Licensed Premises, as hereinafter described, to clear, trench for, construct, install, erect, reconstruct, replace, remove, repair, alter, inspect, maintain and continuously operate a Village of Lombard entry sign, and all facilities incidental thereto (the "Village Sign"), in, on, upon, over, through, across and under a parcel of land, described as follows:

Commencing at the Northwest corner of Grantor Property; said point being the point of commencement (the "POB"); thence continuing East, a distance of five feet (5'); thence South on a westerly angular 90 degree line, a distance of ten feet (10'); thence West on a line parallel with the North line, a distance of five feet (5'); thence North on an easterly angular 90 degree line, a distance of ten feet (10') to the POB.

(the "Licensed Premises").

2. Owner hereby agrees to and with the Village that the officers, agents or employees of the Village, whenever elected, appointed or hired, including any contractors or subcontractors, may at any and all times designated herein, when necessary and convenient to do so, go in, on, upon, over, through, across and under the Licensed Premises; go in, on, upon, over, through, across and under the Property to access the Licensed Premises; and do and perform any and all acts necessary or convenient to carry into effect the purposes for which this Agreement is made; and that Owner shall not disturb, molest, injure or in any manner interfere with the Village Sign and activities incidental thereto.
3. The Village, its agents and employees, successors, grantees, lessees and assigns shall, as soon as practicable after construction of the Village Sign and activities incidental thereto, including all subsequent maintenance, alterations and repairs thereunto, restore to its former condition any portion of the Licensed Premises which is disturbed or altered in any manner by such clearing, trenching for, constructing, installing, erecting, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and operating.
4. All right, title and interest in the Village Sign shall remain in the Village and the Village shall have the right and obligation to maintain and repair the Village Sign, including but not limited to all work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly in, or in connection with, the clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and/or operating the Village Sign and activities incidental thereto, and all other matters and things to be performed, furnished or used, or expenses to be paid under the terms of this Agreement, which shall be at the sole expense of the Village.
5. Owner will maintain the landscaping around the Village Sign, including but not limited to mowing the grass and keeping weeds down.
6. Owner may place ornamental plantings around the base of the Village Sign, but shall not allow plantings or vines to grow to a height that obscures the Village Sign or take any other action that obstructs the Village Sign or the Village's rights under this License. Owner shall not damage, destroy, remove, tamper with or alter the Village Sign in any way without the Village's written permission.
7. The License granted herein may be terminated by either Party with ninety (90) days prior written notice addressed and delivered to the other Party as shown herein. Upon such termination, the Village shall remove the Village Sign and restore the Licensed Premises to its condition prior to the date of this License, ordinary wear and tear excepted.
8. The License granted by Owner is personal to the Village and may not be transferred to any other entity without written permission of Owner.
9. All notices required or permitted to be given under this Agreement shall be deemed given when such notice is either hand delivered or sent by certified mail, return receipt requested, and deposited with the United States Postal Service, with postage thereon prepaid, addressed to the other Party at the following addresses:

15. This Agreement embodies the entire understanding of the Parties and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof.

14. This Agreement may be modified, amended or annulled only by a fully executed written agreement by the Village and Owner and delivered by authorized representatives of the Parties.

13. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of Illinois.

11. In the event that the Owner has a mortgage lien on the Licensed Premises, the Owner agrees to obtain its lender's written consent by having its lender execute the Consent, Joinder and Subordination of Lender with Respect to the License Agreement for Village Entry Sign at 725 West Roosevelt Road, Lombard, which is attached hereto as *Exhibit B*.

10. The Village shall indemnify, defend and hold harmless Owner from any and all expenses (including reasonable attorneys' fees and costs), claims, liability, losses or causes of action for injury to, death of, or damage to any property of, third parties, not caused by the negligent or willful acts of Owner, the Owner's officers, agents or employees, or of the injured party, which arises from the grant of the License provided by this Agreement. The liability of the Village does not extend to damage or loss which is attributable to misconduct or negligence on the part of the Owner or a person for whom Owner is responsible or a third party.

Notices served personally or sent by certified mail shall be deemed given on the date of receipt. The Parties may designate, in writing, any further or different addresses to which subsequent notices shall be sent.

Postma Real Estate, LLC
725 Roosevelt Road
Lombard, Illinois 60148
Chicago, Illinois 60611

If to the Owner:

Village Manager
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148-3931

If to the Village:

Accepted by the Village of Lombard, DuPage County, Illinois, this ____ day of _____, 20__.

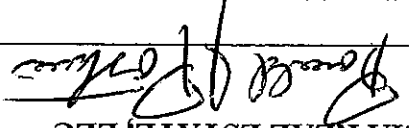
[INSERT VILLAGE SEAL ABOVE]

By: _____
Name: Brigitte O'Brien
Title: Village Clerk

ATTEST:

By: _____
Name: William J. Mueller
Title: Village President

VILLAGE OF LOMBARD

OWNER
POSTMA REAL ESTATE, LLC
By: 
Name: Ronald J. Postma
Title: Manager

IN WITNESS WHEREOF, the Parties have executed this Agreement.

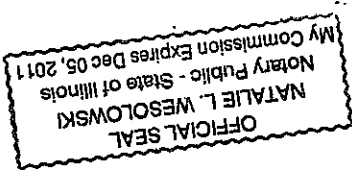
- 16. The effective date of this Agreement is the date the Village executes the Agreement by signing below (the "Effective Date").
- 17. The Owner represents and warrants to the Village that Owner has full right and authority to enter into this Agreement and that Owner does not need any additional authority or consent of any other entity or party to obligate and bind Owner to the terms, provisions and covenants contained in this Agreement.

PN: 06-19-100-032 and 06-19-100-033

LOT A IN LOMBARD TOYOTA RESUBDIVISION OF PARTS OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED DECEMBER 24, 2002 AS DOCUMENT NO. R2002-358188, IN THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS.

LEGAL DESCRIPTION OF THE PROPERTY
725 West Roosevelt Road, Lombard, Illinois

Exhibit A



My Commission Expires:

Notary Public

[Signature]

Given under my hand and official seal, this 16th day of December, 2009.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Kelli Wheeler and Michael Himes are personally known to me be the officer of Haven N.A. and persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such VP and VP, respectively of the Lender, they signed and delivered the said instrument and caused the seal of the Lender to be affixed thereto, pursuant to authority given by the Board of Directors of the Lender, and as their free and voluntary act, and as the free and voluntary act and deed of the Lender, for the uses and purposes therein set forth.

STATE OF IL
COUNTY OF DuPage
SS.)
)
)

Attest: Michael Himes
Name: Michael Himes
Title: Officer

By: Kelli Wheeler
Name: Kelli D. Wheeler
Title: Vice President

LENDER:

The undersigned has executed this Joinder as of the 16th day of December, 2009

The undersigned, as lender ("Lender") under that certain first mortgage dated October 20 2009, made by the Grantor hereinbefore named, which first mortgage was recorded on Nov 6 2009 as Document Number R 2009-16808 in the Recorder of Deeds Office of DuPage County, Illinois (the "First Mortgage"), and the other ancillary documents executed therewith, including but not limited to the promissory note (collectively the "Loan Documents"), for itself and its successors and assigns of its interest under the First Mortgage (i) consents to the execution of the License Agreement for Village Entry Sign at 725 West Roosevelt Road, Lombard (the "License Agreement"), and (ii) agrees that Lender's interest under the First Mortgage and the First Mortgage itself, and other Loan Documents, is subject and subordinate to all of the terms, covenants and provisions of the License Agreement to which this Joinder is attached.

Exhibit B
CONSENT, JOINDER AND SUBORDINATION OF LENDER
WITH RESPECT TO THE LICENSE AGREEMENT FOR VILLAGE ENTRY SIGN
AT 725 WEST ROOSEVELT ROAD, LOMBARD