

RESOLUTION

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**A RESOLUTION AUTHORIZING THE SIGNATURE OF THE  
PRESIDENT AND CLERK ON A LICENSE AGREEMENT FOR  
100-104 W. ST. CHARLES ROAD**

WHEREAS, the Corporate Authorities of the Village of Lombard have received a License Agreement for use of a portion of the Orchard Terrace customer parking lot, as attached hereto and marked as Exhibit A; and,

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to authorize these license agreements.

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 documents as attached hereto.

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

Adopted this 9<sup>th</sup> day of August, 2007.

Ayes: Trustees Gron, Tross, O'Brien, Moreau, Fitpatrick

Nays: None

Absent: Trustee Soderstrom

Approved this 9th day of August , 2007.

  
William J. Mueller, Village President

ATTEST:

  
Brigitte O'Brien, Village Clerk

## **LICENSE AGREEMENT**

This License Agreement (hereinafter referred to as the "License Agreement") is entered into by and between THE VILLAGE OF LOMBARD (hereinafter referred to as the "VILLAGE"), an Illinois municipal corporation, and STEPHEN ELLIOTT (hereinafter referred to as "LICENSEE"), (collectively referred to as the "PARTIES").

### **WITNESSETH**

**WHEREAS**, the VILLAGE owns and maintains the public Orchard Terrace parking lot adjacent to the LICENSEE'S property; and

**WHEREAS**, included within the boundaries of the aforementioned Orchard Terrace parking lot is a paved area immediately adjacent to the LICENSEE'S property, and

**WHEREAS**, the VILLAGE has determined that it is in the best interests of the PARTIES to enter into an agreement to allow the LICENSEE to utilize the aforementioned paved area for purposes of allowing vehicle turn-around movements on LICENSEE'S property, subject to certain terms and conditions.

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants, representations, and promises contained herein, the PARTIES hereto agree as follows:

### **SECTION 1: LICENSE AND LIMITATIONS**

**1.1 Grant of License.** The VILLAGE hereby grants to LICENSEE a revocable license (hereinafter referred to as the "License") to occupy and use, subject to all of the terms, conditions and restrictions contained herein, that portion of the VILLAGE'S property as shown on Exhibit "A" attached hereto and made part hereof, and marked on Exhibit "A" as the Licensed Premises (hereinafter referred to as the "Licensed Premises"), for vehicular parking and/or motor vehicle turn-

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around purposes only.

**1.2 Scope and Limitations of License.** Said License shall permit LICENSEE to use and occupy the Licensed Premises for motor vehicle parking and/or motor vehicle turn-around purposes only, subject to the restrictions and requirements imposed by this License Agreement, the Lombard Village Code and Lombard Traffic Code including, but not limited to, the following restrictions and requirements:

A. LICENSEE shall not construct, build, or place, or cause to be constructed, built, or placed, any structures, permanent or otherwise, on the Licensed Premises, including, but not limited to, buildings, houses, dwellings, garages, sheds, and/or other structures of a permanent or semi-permanent nature.

B. LICENSEE shall not use that portion of the Licensed Premises designated on Exhibit "A" as "Vehicle Turnaround Area" for temporary or permanent parking of motor vehicles.

C. LICENSEE shall be responsible for the following maintenance and repair costs within the LICENSED PREMISES:

1. All resurfacing, patching or cracksealing of the pavement surface area of the Licensed Premises;
2. All required reconstruction of the subbase underneath the Licensed Premises;
3. All patching or repair of any curbing abutting the Licensed Premises; and
4. Any striping or other pavement markings within the Licensed Premises.

The VILLAGE shall retain and reserves the right to require the LICENSEE to pay all costs for any

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repairs performed by the VILLAGE and associated with the Licensed Premises during the term of the License Agreement. Said determination for the need for repairs shall be based upon a review of the Licensed Premises by the Village Engineer consistent with standard maintenance schedules used by the VILLAGE relative to the maintenance and repair of other rights-of-way under the jurisdiction of the VILLAGE. Any improvements within the Licensed Premises shall meet the standards established within the latest edition of the Village of Lombard Manual of Specifications for the Design of Public Improvements or Site Improvements.

D. LICENSEE shall refrain from using the Licensed Premises in any unreasonable, unsafe, and/or illegal manner, and shall at all times use the Licensed Premises in full compliance with all applicable provisions of this License Agreement, the Lombard Village Code and the Lombard Traffic Code.

**1.3 Term of License.** Said License provided for herein shall be granted by the VILLAGE for a period of ten (10) years from the date of approval of this License Agreement by the VILLAGE.

**1.4 Nonassignability of License.** Said License is personal and shall not be assigned and/or transferred to any other person or entity without the expressed written consent of the VILLAGE. Said consent shall not be unreasonable withheld by the VILLAGE.

## **SECTION 2: PAYMENTS AND APPORTIONMENT**

**2.1 Payment.** In consideration of the Village's granting this License the LICENSEE agrees to maintain the public sidewalk adjacent to the eastern and northern sides of LICENSEE's

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property by removing and clearing away or causing to be removed and cleared away snow and ice from a path at least 36 inches in width from so much of said sidewalk as abuts said commercial property. Snow and ice shall be so removed within 24 hours after the cessation of any fall of snow, sleet, or freezing rain; provided, however, in the event snow and ice on a sidewalk has become so hard that it cannot be removed without damaging the sidewalk, the person charged with its removal shall within said 24-hour period cause enough sand, salt, or other abrasive to be put on the sidewalk to make travel thereon reasonably safe and shall as soon thereafter as weather permits cause a 36-inch path in said sidewalk to be cleared.

### **SECTION 3: TERMINATION AND EXPIRATION**

**3.1 Termination.** This License Agreement shall terminate by its terms at its effective date of expiration. Prior to its expiration, the License provided herein is revocable at will at the sole option and discretion of the VILLAGE, and may be revoked for any reason whatsoever. Said License is for the temporary permissive use of the Licensed Premises only and creates no property and/or other interest in the Licensed Premises on the part of, or for the benefit of, the LICENSEE.

**3.2 Notice of Termination.** No written or other notice of termination shall be required where this License Agreement terminates as a result of expiration. Where termination is sought by the VILLAGE prior to the expiration of this License Agreement, the VILLAGE shall provide LICENSEE with written notice of such revocation no less than ninety (90) days prior to the effective date of such revocation. Where termination is sought by the LICENSEE prior to the expiration of this License Agreement, the LICENSEE shall provide the VILLAGE with a written notice of such

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termination no less than ninety (90) days prior to the effective date of such termination.

**3.3 Improvements Required as Part of Termination or Expiration.** In the event that the VILLAGE or the LICENSEE terminate this License Agreement prior to the expiration date, or on the expiration date, whichever comes first, the LICENSEE shall be required to make all repairs to the Licensed Premises, as determined to be necessary by the VILLAGE in its sole discretion, to bring the Licensed Premises into compliance with all applicable Village Codes and Regulations consistent with standard maintenance schedules used by the VILLAGE relative to the maintenance and repair of other rights-of-way under the jurisdiction of the VILLAGE. All costs associated with these repairs shall be borne by the LICENSEE.

**3.4 Delivery of Notices.** All notices given in relation to this License Agreement shall be deemed to have been effectively given, in accordance with the terms and conditions of this License Agreement, when said notice is mailed via certified mail, return receipt requested, to the LICENSEE, addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

And the Village of Lombard addressed as follows:

Director of Community Development  
VILLAGE OF LOMBARD  
255 East Wilson Avenue  
Lombard, Illinois 60148

**SECTION 4: MISCELLANEOUS PROVISIONS**

**4.1. Indemnification and Insurance.** LICENSEE hereby covenants and agrees to indemnify and hold the VILLAGE, and its officers, agents, and employees, harmless with respect to any and all claims, losses, lawsuits, actions, injuries, accidents, costs, and/or expenses (including attorney's fees) of any type, nature, and/or variety arising out of this License Agreement or relating in any way to the Licensed Premises, including but not limited to any and all claims and/or causes of action incurred by persons injured on or around the Licensed Premises during the effective term of this License Agreement. LICENSEE shall maintain liability insurance in the amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) aggregate covering the Licensed Premises for the effective term of this License Agreement, and shall provide the VILLAGE with written proof thereof in the form of a certificate of insurance. Said certificate of insurance shall be provided to the VILLAGE within thirty (30) days following the effective date of this License Agreement and shall name the Village and its officers agents and employees as additional insured LICENSEE'S failure to provide a valid certificate of insurance, in compliance with this subsection, to the VILLAGE within ten (10) days of the effective date hereof shall render this License Agreement null, void, and of no legal effect.

**4.2 Severability of Agreement.** The terms and conditions set forth in this License Agreement shall be severable. In the event that any of the provisions contained herein are declared by a court of competent jurisdiction to be inconsistent with federal, state, or local law, or otherwise unenforceable for any reason whatsoever, the remaining provisions shall remain in full force and effect as to the PARTIES.

**4.3. Merger Clause.** This License Agreement constitutes the entire understanding

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between the PARTIES and any other parties and supersedes any prior understandings and/or agreements between the PARTIES and any other parties. Any representations, agreements, promises, or understandings not expressly set forth herein are hereby rendered null, void, and of no legal effect.

**4.4. Choice of Law.** This License Agreement is entered into under, and shall be governed for all purposes by, the laws of the State of Illinois, and venue in relation to any court action relating in any way to this License Agreement shall be in DuPage County, Illinois.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on this \_\_\_\_\_ date of \_\_\_\_\_, 2007.

LICENSEE: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Attest. \_\_\_\_\_

VILLAGE OF LOMBARD

Approved this 9<sup>th</sup>, day of August, 2007.

  
William J. Mueller, Village President

ATTEST:

  
Brigitte O'Brien, Village Clerk



**Orchard Terrace Parking Lot**  
**100-104 W. St. Charles Road**  
**License Agreement**  
**Exhibit A**



= Turnaround Area



= Licensed Premises  
outside of turnaround area

