

RESOLUTION NO. 17-54

A RESOLUTION APPROVING A LICENSE AGREEMENT FOR A PORTION OF THE PUBLIC RIGHT-OF-WAY BETWEEN THE VILLAGE OF VILLA PARK AND THE OWNER OF 322 WEST ADAMS STREET, VILLA PARK, ILLINOIS

WHEREAS, the Adams Street right-of-way is located to the south and adjacent to 322 West Adams Street, in Villa Park, Illinois (the "Licensed Premises"), which Licensed Premise is shown on Exhibit A, attached hereto and made a part hereof by reference; and,

WHEREAS, the Owner of the property adjacent to the Licensed Premises (the "Licensee"), desires to install and maintain a walkway from the public sidewalk to the curb of the road; and

WHEREAS, the Village is willing to grant the Licensee a License for said purposes, subject to the terms and conditions set forth in the License Agreement attached hereto and made a part hereof by reference as Exhibit B; and,

WHEREAS, the President and Board of Trustees of the Village of Villa Park find that it is in the best interests of the Village to enter into said License Agreement with the Licensee.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

SECTION 1. That the foregoing recitals shall be and are hereby incorporated as findings of fact in this Section 1 as if said recitals were fully set forth herein.

SECTION 2. That the License Agreement attached hereto and made a part hereof as Exhibit B is hereby approved, and the Village President and Village Clerk are hereby authorized and directed to execute said License Agreement on behalf of the Village.

Resolution No: 17-54

SECTION 3. That any policy or resolution of the Village that conflicts with the provisions of this resolution or the Agreement attached hereto shall be and is hereby repealed to the extent of such conflict.

SECTION 4. This resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS 14th day of August, 2017.

AYES: 6

NAYS: 0

ABSENT: 1

APPROVED THIS 14th day of August, 2017.

ATTEST:


VILLAGE CLERK


VILLAGE PRESIDENT



WALKWAY LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this 19th day of July, 2017, by and between the **VILLAGE OF VILLA PARK**, an Illinois municipal corporation (the "Village"), and **Thomas and Dore Barrett** (the "Licensee").

WITNESSETH:

WHEREAS, the Village owns an improved right-of-way of West Adams Street with roadway and public sidewalk located to the west and adjacent to **322 West Adams Street**, in the Village (the "Licensed Premise"), which Licensed Premise is visually depicted on Exhibit A attached hereto and made a part hereof by reference; and,

WHEREAS, the Owner of the property adjacent to the Licensed Premise (the "Licensee"), desires to maintain, at their sole cost and expense a walkway from the public sidewalk to the curb of the roadway, on the Licensed Premise; and,

WHEREAS, the Village is willing to grant the Licensee a License for said walkway, subject to the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. The recitals set forth hereinabove are hereby adopted as findings as if said recitals were fully set forth within this Paragraph 1.
2. The Village hereby grants the Licensee a nonexclusive license to go upon and use the Licensed Premise for a walkway within the Licensed Premises.
3. The Licensee to whom this License is granted is the owner of the property commonly known as **322 West Adams Street**, Villa Park, Illinois, with PIN – **06-16-200-035**.
4. The Licensee expressly agrees and acknowledges that this License is revocable at any time by the Village. All improvements to the Licensed Premise shall be maintained by the Licensee solely at Licensee's cost and in compliance with the ordinances of the Village while this License remains in effect.
5. The Licensee expressly acknowledges that the Village has reserved the right to require the Licensee or the Licensee's successors or assigns, at their sole expense, (a) to remove temporarily the walkway from the Licensed Premise within thirty (30) days after notice from the Village in the event that the Village intends to construct a public improvement (such as a water line, sewer line, stormwater drainage improvement, alley or street) over, under or across the Licensed Premise; or (b) to remove permanently within thirty (30) days notice from the Village the walkway from the Licensed Premise upon the Village's termination of this License. In the event that Licensee fails to remove the walkway, the Village may remove the walkway and charge the Licensee with any and all costs and expenses which the Village has incurred or may incur in connection with such removal, relocation, repair, etc. Any costs which the Licensee has incurred in connection with the construction or maintenance of the walkway is Licensee's sole and exclusive responsibility, and the Licensee acknowledges that it has no right to just

compensation or any other form of reimbursement or monetary damages should the Village elect, at its sole and exclusive option, to require the removal of the walkway from the Licensed Premise pursuant to this Paragraph.

6. Licensee agrees to protect, indemnify, defend and forever hold harmless the Village and its officers, employees, agents, licensees, successors and assigns against and from, and to assume all liability and expense, including court costs and attorneys' fees, for death or injury to any person or persons and all loss, damage or destruction to any property caused by, attributable to or resulting from Licensee's use, maintenance or repair of the Licensed Premise, Licensee's negligence or the failure of Licensee to comply with the provisions of this License. However, in no event shall this be construed as an indemnification of the Village's own negligence.

7. (a) In all contracts executed by Licensee for the construction, rehabilitation, improvement, repair or maintenance of structures, facilities or improvements located on the Licensed Premise, or to be located on such Licensed Premise, Licensee will require appropriate clauses to be inserted requiring contractors to indemnify, hold harmless and defend the Village, its officers, employees, agents, licensee, successors and assigns from and against any and all risks, liabilities, claims, demands, losses, and judgments, including court costs and attorneys' fees, arising from, growing out of or related in any way to work performed by such contractor(s), or their officers, employees, agents or subcontractors, and their agents or employees.

(b) Licensee will further cause appropriate clauses to be inserted in all such contracts requiring contractors to procure and maintain comprehensive policies of insurance as required by the Village, insuring contractor, the Village, its officers, employees, agents, successors and assigns from and against any and all risks, liabilities, claims, demands, losses and judgments, including court costs and attorneys' fees, arising from, growing out of or in any way related to the work performed or to be performed by such contractor(s), whether or not any such liability, claim, demand, loss or judgment is due to or arises from the acts or negligence of such contractor(s), or their officers, employees, agents or subcontractors and their agents or employees.

8. In addition to termination of this License, as provided in Paragraph 4 hereinabove, if Licensee defaults in any of Licensee's undertakings or obligations of this License and Licensee receives written notice of such default from the Village, then such event or action shall be deemed to constitute a breach of this License, and this License and Licensee's use of the Licensed Premise shall automatically cease and terminate.

9. No waiver of any default of Licensee shall be implied from omission by the Village to take any action on account of such default. No express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the event therein stated.

10. Licensee shall not make any additional improvements to the Licensed Premise without having first obtained the prior written consent of the Village. Licensee shall submit to the Village all plans and specifications for improvements on or to any portion of the Licensed Premise and shall obtain a permit from the Village. The Licensee shall not cause or permit any mechanic's lien or other encumbrance of any kind to be charged against the Licensed Premise.

11. All rights and remedies of the Village shall be cumulative, and none shall exclude any other rights and remedies allowed by law.

12. All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other under the terms of this License or any statute shall

be in writing. Such communications shall be deemed to have been sufficiently served if sent by commercial courier, certified or registered mail, return receipt requested, with proper postage prepaid, or sent by facsimile transmission by the Village or Licensee at the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered as delivered to recipient on the day of delivery if sent by commercial courier, on the second business day after deposit in the U.S. Mail if sent by certified or registered mail, or on the first business day after successful transmission if sent by facsimile transmission.

Notices to the Village shall be mailed to:

Village of Villa Park
20 South Ardmore Avenue
Villa Park, IL 60181

Attention: Village Manager

Notices to Licensee shall be mailed to:

Thomas and Dore Barrett
322 West Adams Street
Villa Park, IL 60181

13. All of the representations and obligations of the Village are contained herein. The Village and Licensee agree that no change or modification to this License, or any exhibits or attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both Parties and attached to and made a part of this License.

14. The Village and Licensee agree that if any provision of this License is held to be invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the terms, and requirements of applicable law.

15. (a) This License shall be binding upon and shall inure to the benefit of the Parties and their respective successors or assigns.

(b) This License shall be construed and enforced in accordance with the laws of the State of Illinois.

(c) This License may be recorded with the Office of the DuPage County Recorder of Deeds.

IN WITNESS WHEREOF, the Parties hereto have executed this License Agreement on the day and year first above written.

VILLAGE OF VILLA PARK

Albert Butthuis

Village President

ATTEST:

Lisanna Krzywicki
Village Clerk



LICENSEE

Thomas Barrett

Thomas Barrett

Dore Barrett

Dore Barrett

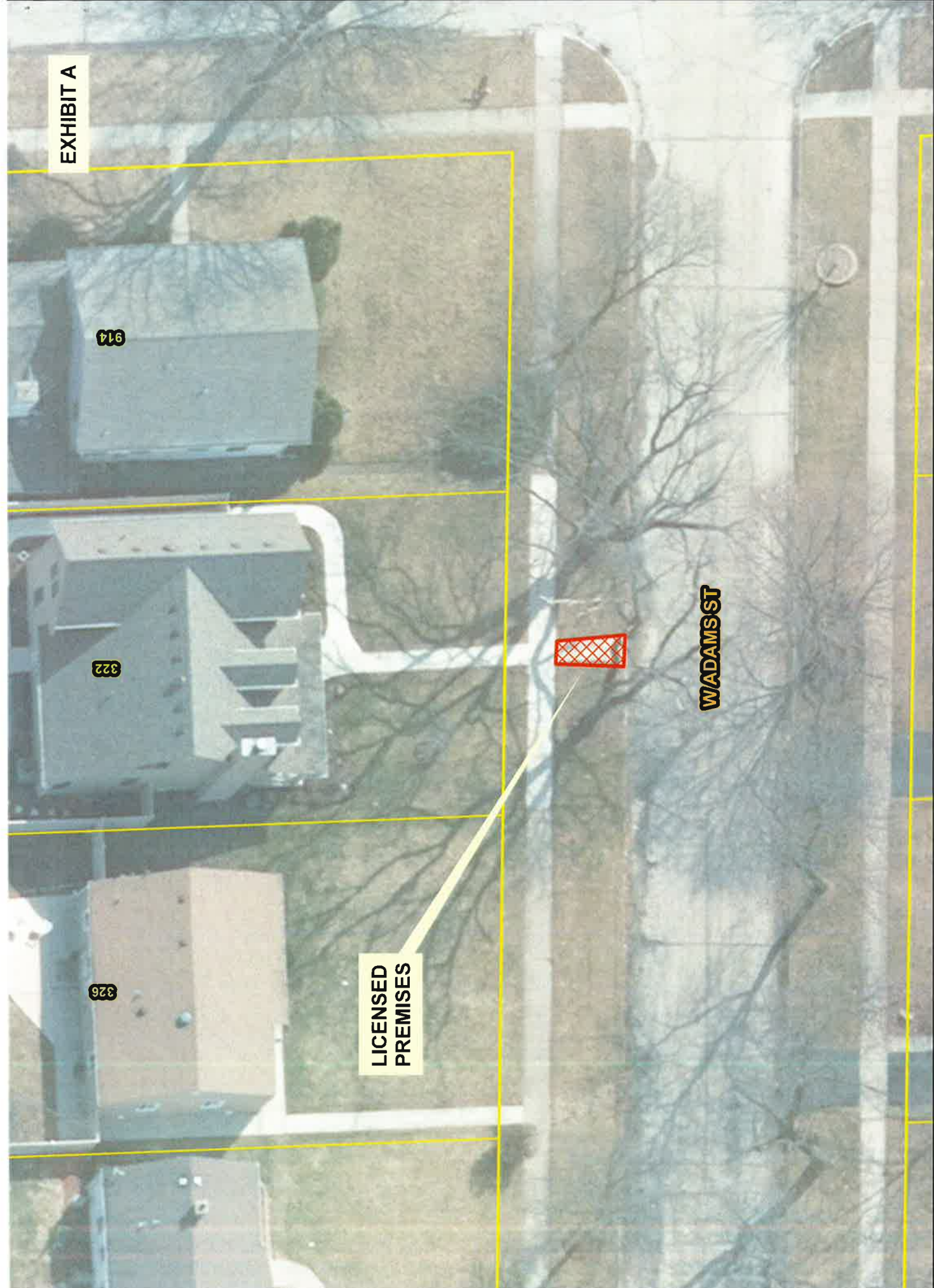


EXHIBIT A

914

322

326

**LICENSED
PREMISES**

W ADAMS ST



1 inch = 20 feet

322 WEST ADAMS STREET