

**RESOLUTION NO. 17-55**

**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 216 SOUTH EUCLID AVENUE, VILLA PARK, ILLINOIS**

**WHEREAS**, the Central Boulevard right-of-way is located to the south and adjacent to 216 South Euclid Avenue, 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 a pool water discharge within the Licensed Premises; 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.

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Village that conflicts with the provisions of this resolution or the Agreement attached hereto shall be and is hereby repealed to the extent of such conflict.

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**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.

*Albert Butcher*  
\_\_\_\_\_  
VILLAGE PRESIDENT

ATTEST:  
*Lorena Kryzack*  
\_\_\_\_\_  
VILLAGE CLERK



LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the **VILLAGE OF VILLA PARK**, an Illinois municipal corporation (the "Village"), and **Paul A. Kluge** (the "Licensee").

WITNESSETH:

WHEREAS, the Village owns a right-of-way located to the south and adjacent to **216 South Euclid Avenue**, in the Village (the "Licensed Premises"), 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 Premises (the "Licensee"), desires to maintain, at their sole cost and expense, certain improvements and amenities located on the Licensed Premise; and

WHEREAS, the Village is willing to grant the Licensee a License for said purposes, 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 to install a pool water discharge under the licensed premises including under the sidewalk to discharge pool water on the Licensed Premises within two feet behind the curb of the street. The swimming pool water must be dechlorinated and pH neutral at the time of discharge in accordance with Appendix E, Article 5, Section 16-41.3.s of the Municipal Code.

3. The Licensee to whom this License is granted is the owner of the property commonly known as **216 South Euclid Avenue, Villa Park, Illinois, PIN – 06-10-113-020.**

4. The Licensee expressly agrees and acknowledges that this License is revocable at any time by the Village. All improvements to the Licensed Premises 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 any and all structures or facilities 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 any and all structures or facilities from the Licensed Premise upon the Village's termination of this License. In the event that Licensee fails to remove the structures or facilities, the Village may remove same 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 of facilities or structure 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 any structures or facilities 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, ensuring 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 Premises shall automatically cease and terminate.

9. No waiver of any default of Licensee shall be implied from an 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. The licensee shall not make any additional improvements to the Licensed Premise without having first obtained the prior written consent of the Village. The 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 to 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:

Paul Kluge  
216 South Euclid Avenue  
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 Zultner  
Village President

ATTEST:

Joanna Gryzucki  
Village Clerk



LICENSEE

Paul Kluge  
Paul Kluge

Patricia Kluge  
Patricia Kluge



EXHIBIT A

S EUCLID AVE

216

LICENSED PREMISES

E CENTRAL BLVD

216



1 inch = 20 feet

216 SOUTH EUCLID AVENUE

The enclosed materials and documentation are being provided to you for your information only. This information has been submitted to the Village of Villa Park, Illinois. The Village expressly disclaims any liability for the accuracy, completeness, or timeliness of the materials and documentation provided, and any use thereof is at the requestor's sole risk.

