



FRED BUCHOLZ, RECORDER DUPAGE COUNTY ILLINOIS 10/03/2019 12:27 PM

DOCUMENT # R2019-088972

License Agreement

PIN(s): 05-13-206-007

Prepared by and Return To:
Village of Lombard
Public Works Department
255 E. Wilson Avenue
Lombard, IL 60148

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 Sarah Stapp (hereinafter referred to as "LICENSEE"), an individual citizen residing at 141 W. Madison Street, Lombard, Illinois (the VILLAGE and LICENSEE are hereinafter sometimes referred to collectively as the "PARTIES").

WITNESSETH

WHEREAS, the VILLAGE owns and maintains Harding Road, a public right-of-way of sixty-six feet (66') in width, which is located within the corporate limits of the VILLAGE (hereinafter the "HARDING ROW"); and

WHEREAS, LICENSEE is the legal owner of record of the property located at 649 West Harding Road, Lombard, Illinois; said property being 2.81 acres in area, unincorporated, and legally described as set forth on Exhibit "A" attached hereto and made part hereof (hereinafter referred to as the "FARM PROPERTY"); and

WHEREAS, LICENSEE desires to improve the FARM PROPERTY for agricultural and limited residential use for one (1) family, plus no more than ten (10) returned veterans involved with the on-site farming program; and

WHEREAS, included within the boundaries of the HARDING ROW is an underimproved pavement area serving and abutting the FARM PROPERTY along the North property line of the FARM PROPERTY, as shown on Exhibit "B" attached hereto and made part hereof (hereinafter referred to as the "LICENSED PREMISES"); and

WHEREAS, the VILLAGE has determined that it is in the best interest of the PARTIES to enter into an agreement to allow the LICENSEE to utilize the LICENSED PREMISES for the

use and benefit of the LICENSEE, without need of further improving the LICENSED PREMISES in any manner, and subject to the terms of this License Agreement;

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

SECTION 1: LICENSE AND LIMITATIONS

- 1.1 <u>Grant of License</u>. The VILLAGE hereby grants to LICENSEE a non-exclusive revocable license (hereinafter referred to as the "License") to occupy and use, subject to all of the terms, conditions and restrictions contained herein, the LICENSED PREMISES for vehicular loading and unloading purposes exclusively associated with the business operations at the FARM PROPERTY.
- 1.2 <u>Scope and Limitations of License</u>. Said License shall permit LICENSEE to use and occupy the LICENSED PREMISES for ingress and egress purposes, 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 be permitted to install signs designating the LICENSED PREMISES as a reserved ingress and egress area, subject to the parking restrictions and

requirements imposed by this License Agreement, the Lombard Village Code and the Lombard Traffic Code, and the prior approval of the Village's Department of Public Works.

- C. LICENSEE shall also be responsible for the following maintenance and repair costs within the LICENSED PREMISES:
 - 1. All resurfacing, patching or crack-sealing of the pavement area;
 - All required reconstruction of the subbase underneath the LICENSED PREMISES;
 - 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 repairs associated with the LICENSED PREMISES. Said determination for the need for repairs shall be based upon a review of the LICENSED PREMISES by the VILLAGE's Director of Public Works. Any improvements within the LICENSED PREMISES shall meet the standards established within the latest edition of the VILLAGE's Manual of Specifications for the Design of Public Improvements or Site Improvements.

D. The LICENSEE shall also have the right to request pavement improvements within the LICENSED PREMISES provided that the costs for the requested improvements are paid in full by the LICENSEE. Any such improvements shall be made and maintained at the sole cost

and/or expense of the LICENSEE, and any such costs and/or expenses shall not be recoverable in the event that this License Agreement is terminated or not renewed by the VILLAGE. Any such improvements shall be removed by the LICENSEE at LICENSEE'S sole cost and expense in the event that this License Agreement is terminated or not renewed, unless otherwise directed by the VILLAGE. In the event that the LICENSEE fails to remove said improvements, and the VILLAGE is required to do so, the VILLAGE's costs associated with any such removal may be recorded as a lien against the FARM PROPERTY.

- E. 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. This provision includes, but is not limited to, the following additional restrictions:
 - 1. There shall be no overnight parking or storage of motor vehicles within the LICENSED PREMISES;
 - The parking of semi-truck tractor trailers or vehicle carrier truck trailers within the LICENSED PREMISES shall be limited to the period during which motor vehicles are being actively loaded onto or unloaded from the truck trailers; and
 - 3. There shall be no display or sales of motor vehicles within the LICENSED PREMISES.
 - 1.3 Term of License. Said License shall be granted by the VILLAGE for a period of

ten (10) years from the date of approval by the VILLAGE and LICENSEE.

1.4 <u>Nonassignability of License</u>. 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.

SECTION 2: PAYMENTS AND APPORTIONMENT

2.1 Payment. LICENSEE shall pay to the VILLAGE, upon execution of this License Agreement, a one-time License fee of one hundred and no/100 dollars (\$100).

SECTION 3: TERMINATION AND EXPIRATION

- 3.1 <u>Termination</u>. 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 termination no less than thirty (30) 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 VILLAGE with a written

Harding Road License Agreement Page 6

notice of such termination no less than thirty (30) days prior to the effective date of such termination.

3.3 <u>Delivery of Notice</u>. All notices relative to this License Agreement shall be deemed to have been effectively sent by the VILLAGE and received by LICENSEE, in accordance with the terms and conditions of this License Agreement, when said notice is mailed by the VILLAGE via certified mail, return receipt requested, to Sarah Stapp, 141 W. Madison Street, Lombard, Illinois 60148. It shall be the sole responsibility of LICENSEE to provide the VILLAGE with written notice of any changes in address for purposes of receiving notice under this License Agreement. Any notice issued by LICENSEE hereunder shall be sent via certified mail, return receipt requested, and addressed as follows:

Director of Public Works VILLAGE OF LOMBARD 255 East Wilson Avenue Lombard, Illinois 60148

SECTION 4: MISCELLANEOUS PROVISIONS

4.1. <u>Indemnification and Insurance</u>. 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 adequate liability insurance

covering the LICENSED PREMISES for the effective term of this License Agreement in coverage amounts as approved by the VILLAGE, and shall provide the VILLAGE with written proof thereof in the form of a certificate of insurance with said certificate of insurance naming the VILLAGE, and its officers, agents and employees as additional insureds on said liability insurance, and indicating that the LICENSEE's insurance shall be primary to any insurance purchased by the VILLAGE. Said certificate of insurance shall be provided to the VILLAGE within ten (10) days following the effective date of this License Agreement. LICENSEE's failure to provide a valid certificate of insurance to the VILLAGE within ten (10) days of the effective date hereof shall render this License Agreement null, void, and of no legal effect.

- 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 between the PARTIES and supersedes any prior understandings and/or agreements between the PARTIES. Any representations, agreements, promises, or understandings not expressly set forth herein are hereby rendered null, void, and of no legal effect.
- 4.4. <u>Choice of Law.</u> 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 l	PARTIES have executed this Agreement on this
date of August, 2019.	
VILLAGE OF LOMBARD By: Director of Public Works	LICENSEE: Savah Stapp By: Saval E. Stapp Title: Owner
	Attest: Bissess Title: Witness
Date: 8/27/19	Date: August 25, 2019
VILLAGE OF LOMBARD	
Approved this19th _day of _Septer	nber, 2019
•	Keith Giagnorio, Village President
ATTEST: Janet Downer, Deputy Village	e Clerk

, Harding Road License Agreement Page 9

EXHIBIT A

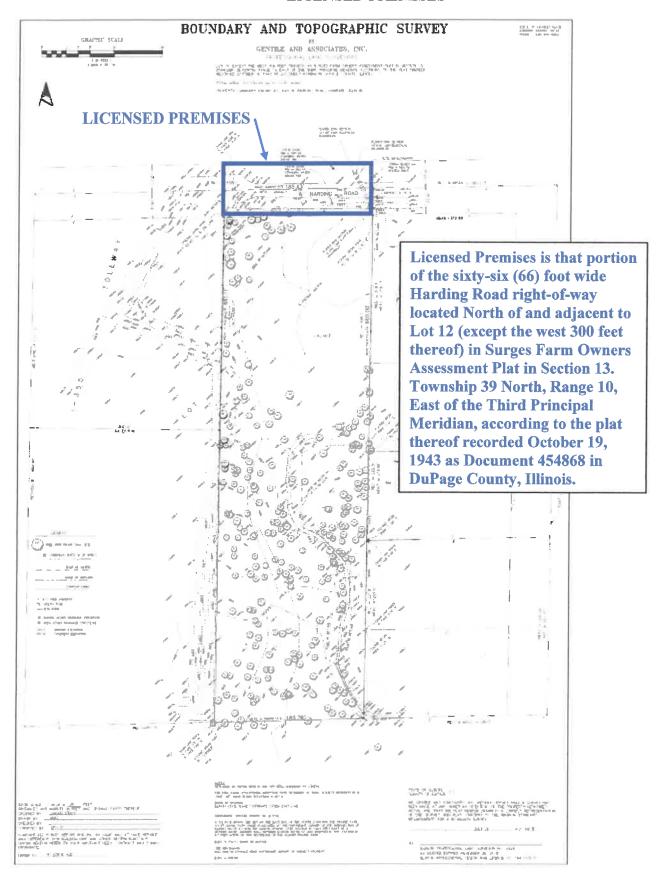
LEGAL DESCRIPTION OF FARM PROPERTY

LOT 12 (EXCEPT THE WEST 300 FEET THEREOF) IN SURGES FARM OWNERS ASSESSMENT PLAT IN SECTION 13, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 19, 1943 AS DOCUMENT 454868 IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 05-13-206-007

EXHIBIT B

LICENSED PREMISES



THIS DOCUMENT WAS PREPARED BY AND AFTER RECORDING RETURN TO:

Village of Lombard Public Works Department 1051 S. Hammerschmidt Lombard, Illinois 60148



FRED BUCHOLZ, RECORDER DUPAGE COUNTY ILLINOIS 10/03/2019 12:27 PM

DOCUMENT # R2019-088971

[The above space for recording purposes]

RIGHT-OF-WAY ENCROACHMENT WAIVER AND AGREEMENT
Re: Proposed Public Right-of-Way use for
I/We, MOHAMED AND RASHIDA KOTHAWAL Tepresent that we are the legal owners of real property commonly known as:
1606. S. Charlotte Ct. ,Lombard, Illinois 60148. (insert property address)
PIN(s) #: 0620300039 , hereinafter the "Property".
Survey of mailbox property made a part hereof as EXHIBIT A.
I/We have undertaken the following Project at the above stated Property that encroaches on the public right-of-way:
Project: MAIL BOX
I/We understand that the Village Code does not allow for the
I/We also understand that as a condition of the Village of Lombard granting permission to utilize the public right-of-way abutting the Property for the aforesaid purposes, the undersigned owner(s) covenant(s) and agree(s) not to sue, and to protect, indemnify, defend and hold harmless, the Village of Lombard and its officers, agents and employees from and against any and all claims, costs, actions,

I/We understand that the terms and conditions contained herein apply uniquely to the public right-of-way adjacent to the Property at the above address as legally described in <u>EXHIBIT A</u>, and it is the intent of myself/ourselves and the Village to have the terms and conditions of this instrument run with the land and be binding on subsequent purchasers.

losses, demands, injuries and expenses of whatever nature, including, but not limited to, attorneys' fees, arising out of the Project being located in the public right-of-way and/or from acts or omissions by the contractors, sub-contractors, agents or employees of the owner(s) in maintaining the same and/or in conjunction with the use of the public right-of-way abutting the Property for the aforesaid

This document shall be notarized and recorded with the DuPage County Recorder of Deeds.

purposes.

NOTE: ALL OWNERS MUST SIGN

Mohammed T-Kothawala
Homeowner Signature (if more than one)
Date:
NOTARY: State of Illinois, County of DuPage) SS
I, SADIO WIR HUSSON, a Notary Public in and for the County and State aforesaid, do hereby certify that MOHARMEN I KOT HOUSE, is/are personally known to me to be the same person(s) whose name(s) is/are here subscribed to the foregoing instrument, and appeared before me this day in person and acknowledged that he/she/they signed and delivered said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.
Given under my hand and notarial seal this 29 day of Prid , 20 1 9
Notary Signature: Sadra Miz Humani
State of Illimois County of This instrument was acknowledged before me on 29 PRY 200 A By MONTH MED A 16 TH RUSS MY COMMISSION EXPIRES:03/15/23

Exhibit A

Legal Description for 1606 S. Charlotte Court:

LOT 21 IN FALCON MEADOWS RESUBDIVISION PHASE ONE, BEING A RESUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE RESUBDIVISION THEREOF RECORDED APRIL 10, 1998 AS DOCUMENT R1998-067126, IN DUPAGE COUNTY, ILLINOIS.

PIN: 06-20-300-039

FALCON MEADOWS RESUBDIVISION

PHASE ONE

BEING A RESIDDIVISION OF PART OF THE MEST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS

Hereby Dedicated
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as Public Right of Way
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Book 186

FALCON MEADOWS RESUBDIVISION PHASE ONE PAGE 1 OF 2 ORDER NO. 960703

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FALCON MEADOWS RESUBDIVISION

PHASE ONE

BEING A RESUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS

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COUNTY OF DUFACE.) SS

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COUNTY OF DUPAGE) SS PLACEMENT DEPARTMENT CORTLEIGATE

COUNTY OF DUPAGE) SS

SUKVEYOR'S CERTIFICATE

APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LONBARD, ILLINGIS.

STATE OF ELLIHOIS) YILLISE BOARD, CRETIFICATE COUNTY OF DUPAGE) SE

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FALCON MEADOWS RESUBDIVISION PHASE ONE PAGE 2 OF 2 ORDER NO. 960703

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THIS DOCUMENT WAS PREPARED BY AND AFTER RECORDING RETURN TO:

Village of Lombard
Public Works Department
1051 S. Hammerschmidt
Lombard, Illinois 60148



FRED BUCHOLZ, RECORDER DUPAGE COUNTY ILLINOIS 10/03/2019 12:27 PM

OCT 1 5 2019

DOCUMENT # R2019-088970

[The above space for recording purposes]

RIGHT-OF-WAY ENCROACHMENT WAIVER AND AGREEMENT
Re: Proposed Public Right-of-Way use for
I/We, represent that we are the legal owners of real property commonly known as:
(insert property address), Lombard, Illinois 60148.
PIN(s) #:
Survey of mailbox property made a part hereof as EXHIBIT A.
I/We have undertaken the following Project at the above stated Property that encroaches on the public right-of-way:
Project: MAILLOX
I/We understand that the Village Code does not allow for the M41LLox in the public right-of-way. I/We agree that the M41LLox constructed in the public right-of-way at the above address will be my/our responsibility to maintain, repair and replace, if necessary, due to any damage by the Village or other public agencies, or due to normal wear and tear.
I/We also understand that as a condition of the Village of Lombard granting permission to utilize the public right-of-way abutting the Property for the aforesaid purposes, the undersigned owner(s) covenant(s) and agree(s) not to sue, and to protect, indemnify, defend and hold harmless, the Village of Lombard and its officers, agents and employees from and against any and all claims, costs, actions,

I/We understand that the terms and conditions contained herein apply uniquely to the public right-of-way adjacent to the Property at the above address as legally described in <u>EXHIBIT A</u>, and it is the intent of myself/ourselves and the Village to have the terms and conditions of this instrument run with the land and be binding on subsequent purchasers.

losses, demands, injuries and expenses of whatever nature, including, but not limited to, attorneys' fees, arising out of the Project being located in the public right-of-way and/or from acts or omissions by the contractors, sub-contractors, agents or employees of the owner(s) in maintaining the same and/or in conjunction with the use of the public right-of-way abutting the Property for the aforesaid

This document shall be notarized and recorded with the DuPage County Recorder of Deeds.

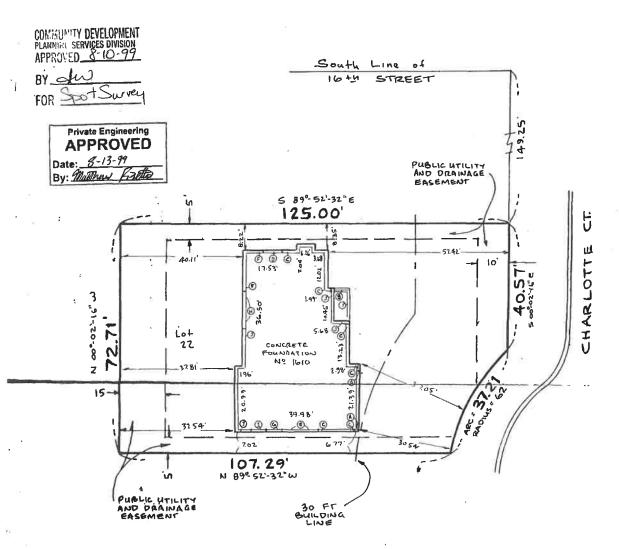
purposes.

JOSEPH M: DE CRAENE ILLINOIS LAND SURVEYOR 8710 SKYLINE DRIVE HINSDALE, IL 60621 (830) 789-0898 FAX (830) 789-0897

Plat of Survey



LOT 12 IN FALCON MEADOWS RESUBDIVISION, BEING A RESUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.



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NOTES:

- Check for easements, building lines and other restrictions, if any, not shown hereon. Check legal description hereon against deed.
- ereon may be approximate in certain are: scale from plat.
- Compare all information shown before use.
 Survey plat not valid unless embossed impression of



CONCRETE FOUNDATION LOCATED AUGUST 4. 1999 Joseph M. De Cram

STATE OF ILLINOIS COUNTY OF DU PAGE

I HEREBY CERTIFY THAT I HAVE SURVEYED PROPERTY DESCRIBED HEREON.

25 A.D. 19 98 DATE NOVEMBER

Joseph n De Con

ILLINOIS LAND SURVEYOR NO. 2478 ORDERED BY: POLO BULLDERS

960703-22 ORDER NO. _