

Prepared by and after
recording mail to:

Carole E. Pechu
Ed Napleton Dealership Group
1 E. Oak Hill Drive
Westmont, Illinois 60559



Doc#: 1209349002 Fee: \$90.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/02/2012 08:49 AM Pg: 1 of 27

PIN 24-054-13-009-
0000
Common Address:
58 9453 MENDOTA AVE
OAK LAWN, IL

LICENSE AGREEMENT II

This License Agreement (the "License Agreement") is made as of this 24th day of January, 2012, by and between THE VILLAGE OF OAK LAWN, Cook County, Illinois, an Illinois municipal corporation duly organized and existing under the laws of the State of Illinois, ("Oak Lawn"), as Licensor, and NAPLETON INVESTMENT PARTNERSHIP, LP a Delaware limited Partnership ("Napleton") and Ed Napleton Oak Lawn Imports, Inc., d/b/a Ed Napleton Honda, an Illinois corporation ("Ed Napleton"), (Napleton and Ed Napleton are collectively referred to as "Licensees"). Oak Lawn, Napleton and Ed Napleton may also be referred to collectively as "Parties" and individually as "Party".

WHEREAS, Oak Lawn is a home rule village located in south western Cook County;

WHEREAS, Oak Lawn is a strong viable community that continues to attract new families to live and work;

WHEREAS, Oak Lawn recognizes that it benefits from having strong commercial and business districts, which improve the community by providing jobs, revenue and stability;

WHEREAS, Oak Lawn, works continuously to improve amenities, infrastructure, and services for its residents and businesses;

WHEREAS, Oak Lawn recognizes the need to support its schools and ensure quality public education;

WHEREAS, Oak Lawn supports its schools by devoting significant resources and ensuring superior educational opportunities for all students;

WHEREAS, Oak Lawn encourages extracurricular activities for its students such as sports, clubs, and other programs in all of its schools, including Oak Lawn Community High

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School District 229 (“School District 229”), which is comprised of students in grades nine through twelve;

WHEREAS, Oak Lawn encourages local businesses to invest and participate in the community and its schools;

WHEREAS, Oak Lawn recognizes that Licensees have been a committed long-term ongoing business in the community;

WHEREAS, Oak Lawn recognizes that Licensees provide support to the community by providing jobs, stability and revenue;

WHEREAS, Licensees support Oak Lawn in its efforts to provide quality educational and extracurricular opportunities and activities to its students and the community and the principals of Napleton (the “Napleton Principals”) shall cause to be donated funds for the construction of a new football field to be used by School District 229 (“Football Field”) upon property owned by School District 229;

WHEREAS, the Napleton Principals are donating the funds to construct said Football Field, which is estimated to cost between \$750,000.00 and \$1,000,000.00 pursuant to that certain donation agreement between School District 229 and the Napleton Principals (“Donation Agreement”) and under no circumstances shall the Napleton Principals or Napleton be caused to donate more than \$1,000,000.00 to construct said Football Field;

WHEREAS, Oak Lawn is, or will be, through an Intergovernmental Agreement with School District 229, the owner of certain real property located in Oak Lawn. (“First Licensed Property”);

WHEREAS, Whereas Oak Lawn and Licensees contemporaneously with this License Agreement, entered a license agreement which upon becoming the owner of the First Licensed Property, Oak Lawn shall license the First Licensed Property to Licensees and allow Licensees limited non-exclusive use of the First Licensed Property and allow Napleton the right to purchase the First Licensed Property, the terms and limits of which are memorialized within the First License Agreement. (the “First License Agreement”);

WHEREAS, Oak Brook Bank (“Owner”), as Trustee under the terms of a Trust Agreement dated August 1, 2001, and known as Trust No. 3209 (“Trust”), owned and held the legal title to the real property generally located at the northeast corner of 95th Street and Menard Avenue, Oak Lawn, Illinois. (“Second Licensed Property”);

WHEREAS, Owner prepared and presented for approval and acceptance by Oak Lawn, a Plat of Dedication, pursuant to which Owner dedicated the Second Licensed Property to the Village of Oak Lawn. On or about November 18, 2003, Oak Lawn Resolution No. 03-10-8 was recorded with the Cook County, Illinois, Recorder of Deeds as document number 0332219136 pursuant to which Oak Lawn accepted the dedication (“Dedication”). A true and correct copy of the Dedication is attached hereto as Exhibit “A”;

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WHEREAS, Oak Lawn became the owner of the Second Licensed Property pursuant to the Dedication;

WHEREAS, The Second Licensed Property is legally described in the Dedication and is the “Public Parking” with the area of 2959 sq. feet and is 22 feet by 134.51 feet;

WHEREAS, The Napleton Principals were the beneficiaries of the Trust;

WHEREAS, Oak Lawn shall license the Second Licensed Property to Licensees and allow Licensees limited non-exclusive use of the Second Licensed Property and allow Napleton the right to purchase the Second Licensed Property, the terms and limits of which are memorialized within this License Agreement (the “License Agreement”);

WHEREAS, After the dedication, the Second Licensed Property incorrectly remained encumbered and was subsequently encumbered with various clouds on title (“Encumbrances”);

WHEREAS, After the dedication, the Second Licensed Property continued to be assessed real estate property taxes and the Napleton Principals, individually or through business entities of which they were owners, paid the real estate property taxes (“Taxes Paid After Dedication”);

WHEREAS, Licensees and the Napleton Principals, at their sole cost and expense, will remove and/or release, or will have removed and/or released all Encumbrances;

WHEREAS, Oak Lawn recognizes the Napleton Principals’ donation for the construction of the Football Field, which is estimated to be between \$750,000 and \$1,000,000 as good and valuable consideration in hand for Licensees’ non-exclusive use of the Second Licensed Property and Napleton’s right to purchase the Second Licensed Property as set forth in this License Agreement;

WHEREAS, Ed Napleton operates a new and used car dealership on the property owned by Napleton;

WHEREAS, Oak Lawn is entering this License Agreement pursuant to Oak Lawn’s home rule powers.

NOW THEREFORE, in consideration of the terms and conditions contained herein, and other good and valuable considerations, the Parties hereto agree as follows:

1. **Recitals**. The foregoing recitals and whereas paragraphs are hereby incorporated by reference as if set forth fully herein.
2. **License and Premises**. Oak Lawn hereby grants Licensees a license (“License”) to use the Second Licensed Property, subject to the terms contained herein. The Parties expressly agree and acknowledge that the License does not grant any powers or privileges to Licensees, other than those expressly described herein.

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3. **Right to Record.** Licensees shall have the right to record this License Agreement in the Office of the Recorder of Deeds of Cook County, Illinois, without prior written consent of Oak Lawn.

4. **License Only.** Notwithstanding anything to the contrary contained herein, Oak Lawn and Licensees acknowledge and agree that any and all rights conferred upon Licensees, pursuant to this License Agreement, create a license only with regard to the use of the Second Licensed Property and that no lease, tenancy, leasehold or other right or interest of any kind or nature (other than a license) is created or conferred pursuant to the License Agreement.

5. **Term.** The License shall commence on February 1, 2012 ("Commencement Date") and terminate on January 31, 2031, and may be renewed and extended for additional time periods, as agreed to by Licensees and Oak Lawn, unless the License is terminated earlier or Napleton exercises its option to purchase the Second Licensed Property, in accordance with the terms of the this License Agreement.

6. **Annual Base License Fee.** In addition to the good and valuable consideration in hand set forth above, Licensees shall pay Oak Lawn the sum of One Dollar (\$1.00) each anniversary of the Commencement Date as an annual base license fee.

7. **Licensees' Limited Non-Exclusive Permissible Use of the Second Licensed Property.** Oak Lawn grants a limited license to Licensees for the non-exclusive use of the Second Licensed Property to park, store, display and show automobiles ("Limited Use").

8. **Improvements.** Napleton may secure the Second Licensed Property with a fence to reduce potential liability to Oak Lawn and to prevent the unauthorized use of the Second Licensed Property. Oak Lawn authorizes Napleton to make improvements, which may or may not include installing asphalt paving, lighting, sewers and drainage on the Second Licensed Property (collectively "Improvements"), necessary to permit its Limited Use.

9. **OAK LAWN's Right to Use the Second Licensed Property.** During the duration/term of this License Agreement, Oak Lawn may, upon providing Licensees thirty (30) days written notice, use any or all of the Second Licensed Property for its own purposes.

10. **Maintenance and Security of the Second Licensed Property.** Subject to Oak Lawn's right but not the obligation to, oversee, direct and approve, Licensees shall be solely responsible for maintaining the Second Licensed Property in a clean, safe, secure and orderly manner and in full compliance with all applicable federal, state, county and local laws and regulations.

11. **Utilities.** Oak Lawn requires Licensees to pay for all utilities arising out of their use of the Second Licensed Property.

12. **Insurance.** During the duration of this License Agreement and at their sole cost and expense, Licensees shall procure and maintain thereafter property and commercial general liability insurance in amounts that are reasonable and commercially customary and Workers' Compensation insurance in the amounts required by the laws of the State of Illinois, but in no event less than (i) a comprehensive general liability insurance policy with the limits of

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\$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate, with completed operations, product liability coverage and Fire Legal Liability coverage to the value of Second Licensed Property, (ii) umbrella liability insurance policy providing the same coverage as the comprehensive general liability, automotive liability and employers liability policies with a minimum limit of \$2,000,000.00, (iii) workers compensation with the statutory limits, and (iv) employers liability with limits of \$500,000.00. The coverages shall be with insurers admitted in United States of America having current A.M. Best's ratings of no less than A +. A broad form vendor's endorsement shall be provided for the policy with Oak Lawn and its Board, trustees, officers, employees and agents named as additional insureds. Such insurance shall be primary and non-contributory for any claim made against any of the additional insureds. Any insurance, self-insurance, deductible or self-insured retention maintained by Oak Lawn or any of the other additional insureds shall be excess to Licensees' insurance policies. Licensees shall deliver to Oak Lawn a current certificate of insurance, and provide renewals of the certificate for any policies which expire during the coverage period, showing the coverage required by this paragraph as well as a copy of the vendor's endorsement evidencing Oak Lawn, and its Board, trustees, officers, employees and agents as additional insureds. Licensees further agree that upon notice of a claim against Oak Lawn or any of the additional insureds, Licensees shall immediately, and without delay, notify all insurers which issued policies to the broad form vendors endorsement naming Oak Lawn, and its Board, trustees, officers, employees and agents as additional insureds of any such claim.

13. **ENVIRONMENTAL.** Licensees, at Licensees' expense shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities pertaining to air and water quality, Hazardous Substances (as defined by federal, state and local laws and regulations), waste disposal, air emissions and other environmental matters. Licensees shall not cause or permit any Hazardous Substances to be brought upon, kept or used in or about the Premise by Licensees, their agents, employees or contractors.

It is Licensees' obligation to investigate any potential environmental condition or presence of hazardous substance it determines may be impacted, released, or otherwise encountered during or as part of its use, and to take all precautions that are required by law, regulation, ordinance or best management or best engineering practices. Oak Lawn and Licensees agree that each will be responsible for its own compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the property, environment, and health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Second Licensed Property.

Licensees, jointly and severally, agree to hold harmless and indemnify Oak Lawn from, and to assume all duties, responsibilities, and liabilities at Licensees' sole cost and expense for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims") to the extent arising from Licensees' breach of its obligations or representations under this Paragraph. Licensees agree to hold harmless and indemnify Oak Lawn, and to assume

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all duties, responsibilities and liabilities at the sole cost and expense of Licensees for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from Hazardous Substances brought onto the Second Licensed Property by Licensees and disturbed or released by Licensees. Notwithstanding the foregoing, in no event shall Licensees have any obligation to indemnify Oak Lawn hereunder for any Claims, arising out of or resulting from any contamination by Hazardous Materials Substances by or resulting from Oak Lawn, its agents, employees, contractors or invitees.

The indemnifications of this Section specifically include reasonable costs, expenses and fees incurred in connection with any investigation of the Second Licensed Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section shall survive the expiration or termination of this Agreement.

14. **Taxes.** The Second Licensed Property is not currently exempt from taxes. The Parties believe that the Second Licensed Property is exempt from real property taxes and should have been after the Dedication. The Parties intend that the License Agreement not be assessable. Oak Lawn shall take the necessary actions, including filing a timely application with the appropriate governmental agencies to obtain the tax exempt status. However, shall the Second Licensed Property not receive, or at any time loses, the tax exempt status because of this License Agreement, Licensees shall be jointly and severally responsible for any taxes imposed. Licensees shall have the right to contest, in good faith, such denial and/or the validity or the amount of any tax or assessment levied against the Second Licensed Property by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Licensees may deem reasonably appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Oak Lawn, Licensees, or both, with respect to the valuation of the Second Licensed Property and/or exemption application. Oak Lawn shall cooperate in the institution and prosecution of any such proceedings, and any proceeding the Napleton Principals institute and prosecute to receive a refund of the Taxes Paid After Dedication and will execute any reasonably necessary documents required. The expense of any such proceedings shall be borne solely by Licensees and shall pay for all reasonable costs (including attorney fees) Oak Lawn incurs as a result of any Oak Lawn assistance provided pursuant to this paragraph. Notwithstanding anything contained herein to the contrary, other than the initial application for exempt status, Oak Lawn has no obligation to challenge any denial of such exemption.

15. **Zoning and Use.** During the duration of the License Agreement, Oak Lawn and/or its agents, Boards, personnel or members shall not act or cause the creation of any easement on the Second Licensed Property or cause it to be re-zoned, reclassified, or its permitted current use to be altered or restricted in any way that adversely impacts the Limited Use allowed pursuant to this License Agreement or any other future commercial use which is inconsistent with the Limited Use and/or the character of uses on 95th St. in Oak Lawn.

16. **Liens or Mortgages.** During the duration of the License Agreement, Licensees and Oak Lawn shall not act or cause the creation of any encumbrances, debts, mortgages, mechanics liens, other liens or clouds on the title of the Second Licensed Property. Licensees at their sole cost and expense will take all steps to immediately remove any liens or other

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encumbrances resulting from their use of the Property and that encumber the Second Licensed Property since the Dedication.

17. **Assignment.** Licensees shall not sell, assign, or transfer the License or Licensees' interest hereunder, or permit the Second Licensed Property or any part thereof, to be used for any purpose that is inconsistent with the use described herein, without the prior written consent of Oak Lawn in each instance, which consent shall be granted or withheld in Oak Lawn's sole and absolute discretion. Consent by Oak Lawn to any assignment shall not be construed as relieving Licensees from obtaining the express written consent of Oak Lawn to any further assignment or as releasing Licensees from any liability or obligation under this License Agreement. Any sublicensee or assignee whose sublicense or assignment meets the foregoing requirements shall use the Second Licensed Property in the same manner, with the same restrictions, and under the same conditions as Licensees.

18. **Indemnification.** Licensees will indemnify Oak Lawn and its Board, trustees, officers, employees, and agents or their successors or assigns, and save them harmless from and against any and all claims, actions, damages, liability and expense including attorneys' fees, fines penalties, in connection with loss of life, personal injury and/or damage to property and/or hazardous substance arising from or out of or in connection with any occurrence in, upon or at the Second Licensed Property or any part thereof, and occasioned wholly by any act or omission of Licensees, their agents, contractors, employees, servants, or their successors or assigns. In case Oak Lawn, its Board, trustees, officers, employees or agents or their successors or assigns shall be made a party to any litigation commenced by or against Licensees or their Board, trustees, officers, employees, or agents or their successors or assigns, then Licensees shall protect and hold Oak Lawn and its Board, trustees, officers, employees and agents or their successors or assigns harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred by or paid by them in connection with such litigation not otherwise covered by the insurance obtained pursuant to paragraph 12.

19. **Local Ordinances, Regulations, and Laws.** In operating the Second Licensed Property, Licensees will comply with all applicable ordinances of the Village of Oak Lawn, Illinois and Cook County, Illinois. Licensees will also comply with Federal and State laws and regulations.

20. **Rights and Remedies.** The various rights and remedies herein granted to Oak Lawn and Licensees shall be cumulative and in addition to any other remedies Licensees and Oak Lawn may be entitled to by law. The exercise of one or more rights or remedies shall not impair Oak Lawn or Licensees' right to exercise any other right or remedy.

21. **Right of Entry.** Oak Lawn and its agents shall have the right to enter the Second Licensed Property at any time, without notice, for the purposes of (i) examining or inspecting the Second Licensed Property, (ii) determining whether Licensees are complying with its obligations under this License Agreement, (iii) making emergency repairs or alterations to the Second Licensed Property, or (iv) for any other reasonable purpose; provided, however, that nothing herein contained shall be construed as imposing upon Oak Lawn any obligation, responsibility or liability whatsoever for the care, maintenance or repair of the Second Licensed Property, except as specifically provided for in the License. Oak Lawn shall at all times have and retain a key

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with which to unlock gate(s) to the Second Licensed Property. Oak Lawn shall have the right to use any and all means which Oak Lawn deems proper to open such gates in an emergency in order to obtain entry onto the Second Licensed Property and no entry to the Second Licensed Property obtained by Oak Lawn by any such means shall under any circumstance constitute a forcible or unlawful entry into, or a detainer of, the Second Licensed Property or an eviction (actual or constructive) of Napleton from the Second Licensed Property, or any portion thereof.

22. **Napleton's Right to Purchase the Second Licensed Property.** As long as Licensees are not in default of this License Agreement, Napleton shall have the exclusive right to purchase the Second Licensed Property at anytime during the term of this License Agreement, and within Thirty (30) days upon termination of this License Agreement, by providing Oak Lawn 15 days written Notice of its intent to exercise its right to purchase the Second Licensed Property. Oak Lawn acknowledges and recognizes the donation by the Napleton Principals for the construction of the Football Field, which is estimated to cost between \$750,000 and \$1,000,000, along with a \$1.00 License fee per year payable by Licensee, as good and valuable consideration in hand for Licensees' non-exclusive use of the Second Licensed Property and Napleton's exclusive right to purchase the Second Licensed Property. Napleton agrees to pay to Oak Lawn, in addition to this consideration, additional consideration in the amount of \$500.00 at the time of closing, which shall be recognized as complete, full and valuable consideration for the purchase and conveyance of the subject property from Oak Lawn to Napleton. Oak Lawn shall transfer the property "As is", via a quit claim deed with no further representation or warranty and Napleton shall be solely responsible for all closing costs, and to obtain any survey or title policies at its sole cost and expense. Any other terms shall be mutually agreed to by Napleton and Oak Lawn

23. **Closing.** The closing on the Second Licensed Property shall take place within thirty (30) days of Napleton's written Notice to Oak Lawn of its intent to exercise its option to purchase the Second Licensed Property, or a reasonable date hereafter agreed upon by Napleton and Oak Lawn.

24. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and may be given personally or by registered or certified mail, postage prepaid, return receipt requested, addressed to Licensees or to Oak Lawn at the addresses noted below as the case may be. Any Party may, by written notice to the other, specify a different address for notice purposes.

Licensees

Real Estate Counsel
 Napleton Dealership Group
 1 E. Oak Hill Drive (Suite 100)
 Westmont, Illinois 60559

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with a copy to:

Rick Brandstatter
Director of Real Estate Napleton
Dealership Group
1 E. Oak Hill Drive (Suite 100)
Westmont, Illinois 60559

The Village of Oak Lawn

Village Manager
Village of Oak Lawn
9446 South Raymond Ave.
Oak Lawn, Illinois 60453

with a copy to:

Timothy R. Rabel
Querrey & Harrow, Ltd.
175 West Jackson Blvd. (Suite 1600)
Chicago, Illinois 60604

25. **Time is of the Essence.** Each of Licensees' covenants herein is a condition and time is of the essence with respect to the performance of every condition of the License Agreement and the strict performance of each shall be a condition precedent to Licensees' rights to use the Second Licensed Property or to have the License continue in effect.

26. **Partial Invalidity.** Any provision of the License Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Additionally, except as to any right of Oak Lawn to terminate this License Agreement, any provision of the License which shall render the License a lease, rather than a license, by operation of law shall be invalid, void and of no further force and effect and shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect. If it is determined that the Dedication was not sufficient to transfer ownership of the Second Licensed Property to Oak Lawn, then this License Agreement shall be null and void and the Parties shall not be liable to any Party for any claims arising out of this License Agreement.

27. **Waiver.** No waiver by Oak Lawn of any provision of the License shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Licensees of the same or any other provision.

28. **Entire License.** All prior understandings and agreements between the parties, whether oral or written, regarding the subject matter of this agreement, are merged into this License Agreement, which embodies the entire License Agreement between them and there have been and are no agreements, representations or warranties oral or written, between the Parties other than those set forth or provided for in the License Agreement.

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29. **Force Majeure.** No Party shall be deemed in default with respect to any of the terms, covenants and conditions of the License on its part to be performed, if such party fails to perform timely same and such failure is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, fuel shortages, accidents, casualties, and Acts of God.
30. **Captions.** Section captions in the License are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such Sections.
31. **Termination.** Oak Lawn has the right to terminate the License Agreement at any time upon not less than sixty (60) days' prior written notice to Licensees. Oak Lawn has the right to terminate this License Agreement immediately should (i) a new and used car automobile dealership operating under the "Napleton" name and owned and operated by an entity with at least 50% ownership by Napleton family members, ceases to operate on the adjacent property; or (ii) Licensees and/or the Napleton Principals fail to remove and/or release or have removed and/or released the Encumbrances within ninety (90) days of the Commencement Date, or if they have not been removed in such time Licensees have not within ninety (90) days of the Commencement Date taken reasonable efforts to have them removed. This License Agreement shall terminate upon Napleton's exercise of its right to purchase the Second Licensed Property. Upon any termination, and if Napleton does not exercise its right to purchase the Second Licensed Property, in Oak Lawn's sole discretion and at Licensees sole cost and expense, Licensees shall either remove all Improvements and return the Second Licensed Property to its pre-License condition, ordinary wear and tear excluded, or such Improvements shall be deemed property of Oak Lawn and Licensees shall execute and deliver any documents necessary to transfer ownership of such Improvements. Licensees' duties, obligations and representations within paragraphs 12 (for maintenance of insurance for the period of Licensee's use of the Second Licensed Property pursuant to this License Agreement) 13, 14 (payment of property taxes paid in arrears), 16, and 18 shall survive termination and/or expiration of this License Agreement.
32. **Liability.** The Owner(s), and Officers of Napleton Investment Partnership shall not be held personally liable to Oak Lawn under the terms of the License.
33. **Amendments/Counterparts.** The terms and conditions of the License may be altered, changed, added to, deleted from, or modified only through voluntary consent of the parties in a written amendment. This License Agreement may be executed in counterparts each of which shall be deemed an original.
34. **No Agency/Joint Venture or Partnership.** Notwithstanding anything contained herein to the contrary, the Parties do not intend to create any agency, joint venture or partnership.
35. **Additional Conditions Precedent.** The Board of Trustees of Oak Lawn approving this License Agreement, Oak Lawn receiving a copy of the fully executed Donation Agreement, the Napleton Principals making the donation for the construction of the Football Field, Oak Lawn and School District 229 entering into the Intergovernmental Agreement and

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School District 229 transferring the First Licensed Property to Oak Lawn are conditions precedent to the validity and enforceability of this License Agreement.

IN WITNESS WHEREOF, the Parties have entered into the License, the day and year first written above.

THE VILLAGE OF OAK LAWN

By: _____ Date, _____

NAPLETON INVESTMENT PARTNERSHIP, L.P.

By: Richard P. Brandstott Date, 1/24/12
DIRECTOR OF REAL ESTATE
ED NAPLETON OAK LAWN IMPORTS, INC., D/B/A ED NAPLETON HONDA

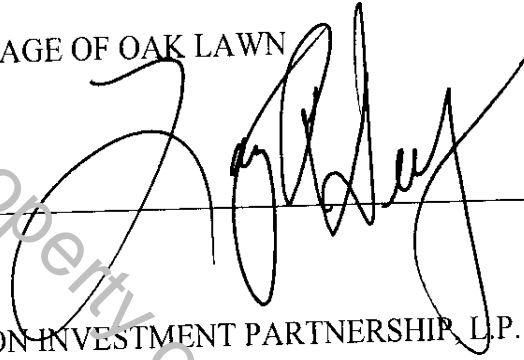
By: Richard P. Brandstott Date, 1/24/12
DIRECTOR OF REAL ESTATE

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School District 229 transferring the First Licensed Property to Oak Lawn are conditions precedent to the validity and enforceability of this License Agreement.

IN WITNESS WHEREOF, the Parties have entered into the License, the day and year first written above.

THE VILLAGE OF OAK LAWN

By:  Date, January 24, 2012

NAPLETON INVESTMENT PARTNERSHIP, L.P.

By: _____ Date, _____

ED NAPLETON OAK LAWN IMPORTS, INC., D/B/A ED NAPLETON HONDA

By: _____ Date, _____

Property of Cook County Clerk's Office

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EXHIBIT A.
RESOLUTION NO. 03-10-8

Property of Cook County Clerk's Office

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Doc # 0332219138

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, A. JAYNE POWERS, Clerk of the Village of Oak Lawn, in the County of Cook and State of Illinois, do hereby certify that the annexed and foregoing is a true and correct copy of that certain Ordinance now on file in my office, entitled:

**AN ORDINANCE VACATING A
PORTION OF THE MENARD AVENUE RIGHT-OF-WAY AND
A PORTION OF AN ALLEY RIGHT-OF-WAY
(66.00 Foot Wide Menard Avenue From the North Line of 95th Street to a
Point 141.00 Feet North of the North Line of 95th Street and the First East-West 16.00 Foot
Wide Alley North of 95th Street From the East Line of Menard Avenue
to a Point 34.52 Feet East of the East Line of Menard Avenue)**

which Ordinance was passed by the Board of Trustees of the Village of Oak Lawn at a regular meeting on the 27 day of May, 2003, at which meeting a quorum was present, and approved by the President of the Village of Oak Lawn on the 27 day of May, 2003.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Oak Lawn was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Oak Lawn, and that the result of said vote was as follows, to-wit:

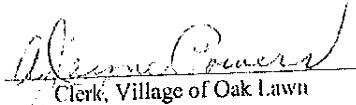
AYES: TRUSTEES JOY, KEANE, ROSENBAUM, STANICK, STREIT, HURCKES

NAYS: NONE

ABSENT: NONE

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Oak Lawn, this 27 day of May, 2003.


Clerk, Village of Oak Lawn

[SBAL]

101052-541

UNOFFICIAL COPYORDINANCE NO. 03-10-36

**AN ORDINANCE VACATING A
PORTION OF THE MENARD AVENUE RIGHT-OF-WAY AND
A PORTION OF AN ALLEY RIGHT-OF-WAY
(66.00 Foot Wide Menard Avenue From the North Line of 95th Street to a
Point 141.00 Feet North of the North Line of 95th Street and the First East-West 16.00 Foot
Wide Alley North of 95th Street From the East Line of Menard Avenue
to a Point 84.52 Feet East of the East Line of Menard Avenue)**

WHEREAS, the President and Board of Trustees of the Village of Oak Lawn possess the authority and discretion to vacate street and alley rights-of-way under their jurisdiction pursuant to Section 11-91-1 of the Illinois Municipal Code (65 ILCS 5/11-91-1) and Title 9 (Public Ways and Property), Chapter 1 (Streets, Sidewalks and Public Ways), Article D (Street and Alley Vacations) of the Oak Lawn Village Code when they determine that the public interest will be subserved by the vacation. Under Section 11-91-1 and Title 9 (Public Ways and Property), Chapter 1 (Streets, Sidewalks and Public Ways), Article D (Street and Alley Vacations) of the Oak Lawn Village Code, the President and Board of Trustees of the Village of Oak Lawn also have the power to vacate a public right-of-way and convey title to such right-of-way to a particular adjacent land owner subject to the land owner paying compensation for the vacation of the public right-of-way; and

WHEREAS, Edward F. Napleton desires to build a new automobile dealership at the northeast corner of 95th Street and Menard Avenue in Oak Lawn, Illinois; and

WHEREAS, the President and Board of Trustees of the Village of Oak Lawn desire that Edward F. Napleton build a new automobile dealership at the northeast corner of 95th Street and Menard Avenue in Oak Lawn, Illinois; and

WHEREAS, Oak Brook Bank, as Trustee under the terms of a Trust Agreement dated August 1, 2001 and known as Trust No. 3209, owns the legal title to the real property generally located at the northeast corner of 95th Street and Menard Avenue in Oak Lawn, Illinois, on which Edward F. Napleton desires to build a new automobile dealership (the Land Trust and Edward F. Napleton are collectively referred to herein as the "Owner"); and

WHEREAS, the construction of a new automobile dealership at the northeast corner of 95th Street and Menard Avenue, as proposed by the Owner, requires the vacation of a portion of the 16.00 foot wide east-west alley located north of 95th Street and east of Menard Avenue (the "Vacation Parcel") and the dedication of certain real estate north of said alley for use as a public parking lot and as a public alley in order to accommodate emergency vehicle and garbage vehicle access to the general area. The area to be dedicated for use as a public alley is 2,264.00 square feet in size, is 16.00 feet wide and is 134.51 feet in length and the area to be dedicated for a public parking lot is 2,959.00 square feet in size, is 22.00 feet wide and is 134.51 feet in length (collectively referred to herein as the "Dedication Parcels"). On May 27, 2003, the corporate authorities of the Village of Oak Lawn accepted title to the Dedication Parcels by approving Resolution No.03-_____ ; and

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WHEREAS, the Owner has filed the required documents with the Village to seek the vacation of the Vacation Parcel and the dedication of Dedication Parcels (Petition No. 02-1) and after public meetings on June 3, 2002, August 5, 2002, and August 19, 2002, before the Oak Lawn Planning and Development Commission, the Commission issued a favorable recommendation of Petition No. 02-1, subject to the Owner agreeing to satisfy the conditions contained in a Village staff memorandum dated September 19, 2002, which was addressed to the President and Board of Trustees of the Village. A copy of said September 19, 2002, memorandum is incorporated herein by reference and made a part hereof; and

WHEREAS, on September 24, 2002, the corporate authorities of the Village of Oak Lawn granted preliminary approval of the vacation of the Vacation Parcel and the dedication of the Dedication Parcels requested under Petition No. 02-1, subject to the preparation of the necessary plats and the Owner agreeing to satisfy the conditions set forth in the Village staff memorandum dated September 19, 2002, and those other conditions set forth in Section 5 below; and

WHEREAS, the Owner has agreed to transfer title to the Dedication Parcels to the Village for use as a public parking lot and as a public alley and has agreed to pay SIXTY THOUSAND DOLLARS (\$60,000.00) to acquire title to the Vacation Parcel. The Owner further agrees to comply with and fulfill each of the conditions set forth in the Village staff memorandum dated September 19, 2002, relative to said dedication and vacation as well as those other conditions set forth in Section 5 below; and

WHEREAS, pursuant to the State Vacation Statute (65 ILCS 5/11-91-1) and Title 9 (Public Ways and Property), Chapter 1 (Streets, Sidewalks and Public Ways), Article D (Street and Alley Vacations) of the Oak Lawn Village Code, the President and Board of Trustees of the Village of Oak Lawn have determined that the public interest of the Village will be subserved by vacating the Vacation Parcel and conveying title to said property to the Owner for the redevelopment of the northeast corner of 95th Street and Menard Avenue, and that in the judgment of the President and Board of Trustees, the fair market value of the Vacation Parcel and the other benefits that will accrue the Village of Oak Lawn by reason of the vacation support the acquisition price of SIXTY THOUSAND DOLLARS (\$60,000.00) to be paid by the Owner to the Village of Oak Lawn as a condition of acquiring title to the Vacation Parcel.

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OAK LAWN, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: The recitals set forth above in this Ordinance are incorporated by reference into this Section 1.

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SECTION 2: It is hereby determined that the public interest will be subserved by vacating that part of the street right-of-way described in Section 3 below and the alley right-of-way described in Section 4 below and that title to said rights-of-way, upon vacation and payment of the SIXTY THOUSAND DOLLARS (\$60,000.00) by the Owner to the Village of Oak Lawn, shall be conveyed to the Owner. Upon vacation, the Vacation Parcel shall be conveyed into and combined with the following properties owned by the Owner:

5800 West 95th Street (PIN: 24-05-423-016) (the west 33.00 feet of vacated Menard Avenue)
 3230 West 95th Street (PIN: 24-05-413-019, -020 and -021) (the east 33.00 feet of vacated Menard Avenue and the portion of the vacated 16.00 foot wide east-west alley)

SECTION 3: All of that portion of the 66.00 foot wide Menard Avenue right-of-way legally described as follows:

THAT PART OF MENARD AVENUE LYING NORTH OF THE NORTH LINE OF 95TH STREET AND LYING SOUTH OF THE NORTH LINE EXTENDED WESTERLY OF THE 16.00 FOOT PUBLIC ALLEY LYING NORTH OF AND ADJACENT TO LOTS 394, 395 AND 396 IN ELMORE'S PARKSIDE TERRACE, A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

as shown on the Plat of Vacation attached hereto as Exhibit "A" and designated "hereby vacated" be and the same hereby is vacated, SUBJECT TO: the retention of a public utility easement and a six foot wide public sidewalk easement to provide access between Menard Avenue and 95th West Street, as shown on the Plat of Vacation, in said street right-of-way to be vacated and the conditions set forth in Section 5 below.

SECTION 4: All of that portion of the 16.00 foot wide east-west public alley right-of-way legally described as follows:

THAT PART OF THE 16.00 FOOT PUBLIC ALLEY LYING NORTH OF AND ADJACENT TO LOTS 394, 395 AND 396 IN ELMORE'S PARKSIDE TERRACE, A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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as shown on the Plat of Vacation attached hereto as Exhibit "A" and designated "hereby vacated" be and the same hereby is vacated, SUBJECT TO: the retention of a public utility easement in said alley right-of-way to be vacated and the conditions set forth in Section 5 below.

SECTION 5: That the vacation of the aforementioned street right-of-way and alley right-of-way is subject to the following conditions:

- A. This Ordinance shall not be effective and valid until the Owner pays to the Village of Oak Lawn the amount of SIXTY THOUSAND DOLLARS (\$60,000.00) to acquire title to the Vacation Parcel.
- B. Within 180 days of the approval date of this Ordinance, the Owner, at its cost, shall construct a 22.00 foot wide public parking lot and a 16.00 foot wide east-west public alley and a 5.00 foot wide north-south public sidewalk, as shown on the revised Site Plan dated March 2, 2002, a copy of which is attached hereto as Exhibit "B" and made a part hereof. The public parking lot and alley shall be located north of the existing alley right-of-way being vacated under this Ordinance and be configured as shown on the revised Site Plan dated March 2, 2002 (Exhibit "B"). The public sidewalk shall be constructed as shown on the revised Site Plan dated March 2, 2002 (Exhibit "B") in order to allow continuous pedestrian access between the east-west public sidewalk adjacent to the north line of 95th Street and the north-south public sidewalk located adjacent to the west line of Menard Avenue and north of 95th Street after that portion of Menard Avenue legally described in Section 3 above is vacated.
- C. The public parking lot and alley shall be constructed of asphalt and standard sub-grade materials and the sidewalk shall be constructed of concrete. The type and quantity of the materials used to construct the alley, public parking lot and sidewalk are subject to the approval of the Village Engineer. The alley, public parking lot and sidewalk shall be built in accordance with the standards, specifications and requirements of the Oak Lawn Village Code. The Owner, at its cost, shall be responsible for striping the public parking lot in accordance with a parking lot striping plan prepared by the Owner and approved by the Village Engineer. The public parking lot and alley shall be for use by the public and customers of businesses located in the Village.
- D. The Village of Oak Lawn will maintain the public parking lot and alley after the Village Engineer accepts the improvements as being built in accordance with the standards, specifications and requirements of the Oak Lawn Village Code.
- E. Within 180 days of the approval date of this Ordinance, the Owner, at its cost, shall reconstruct the west side of the intersection of Menard Avenue and St. James Place

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in accordance with the Pavement Improvement Plan dated August 19, 2002, attached hereto as Exhibit "C" and made a part hereof, in order to create a bus turn-around area. The improvements listed on the Pavement Improvement Plan, including the removal of existing sidewalk, curb and gutter, and the installation of approximately 350.00 square foot of sidewalk and approximately 195.00 linear feet of curb and gutter, shall be constructed as shown on the Pavement Improvement Plan. The type and quantity of the materials used to construct the sidewalk, curb and gutter are subject to the approval of the Village Engineer. The new sidewalk, curb and gutter improvements shall be built in accordance with the standards, specifications and requirements of the Oak Lawn Village Code. The Village, at its cost, shall backfill with sub-grade materials and install asphalt over the bus turn-around lane created in the St. James Place right-of-way by these above-mentioned improvements.

- F. The Owner shall obtain the written consent of School District No. 229 to make the bus turn-around improvements listed above in subsection E. The written consent of the School District shall be attached to this Ordinance as Exhibit "D" and made a part hereof.

SECTION 6: This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 27 day of May, 2003, pursuant to a roll call vote as follows:

AYES: TRUSTEES JOY, KEANE, ROSENBAUM, STENCIK, STREIT, HURCKES

NAYS: NONE

ABSENT: NONE

APPROVED by me this 28 day of May, 2003.

Ernest J. K...
VILLAGE PRESIDENT

ATTEST:

A. Jayne...
VILLAGE CLERK

101052-511

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ACKNOWLEDGMENT AND CONSENT TO ACQUIRE TITLE TO
THE VACATION PARCEL SUBJECT TO THE CONDITIONS SET FORTH IN
SECTION 5 ABOVE AND AGREEMENT TO COMPLY WITH AND FULFILL THE
CONDITIONS SET FORTH IN SECTION 5 ABOVE

OAK BROOK BANK, AS TRUSTEE
UNDER THE TERMS OF TRUST
AGREEMENT DATED AUGUST 1, 2001
AND KNOWN AS TRUST NO. 3209

By: _____
Land Trust Officer

By: _____
Notary Public

Date: _____

Date: _____

Commission Expires: _____

By: *[Signature]*
Edward F. Napleton

By: *Millicent A. Cogozzo*
Notary Public

Date: 6/11/03

Date: 6-11-03

Commission Expires: 1-16-06

By: *Katherine R. Napleton*
Katherine R. Napleton

By: *Millicent A. Cogozzo*
Notary Public

Date: 6/11/03

Date: 6-11-03

Commission Expires: 1-16-06



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TECH 3 Consulting Group, Inc.

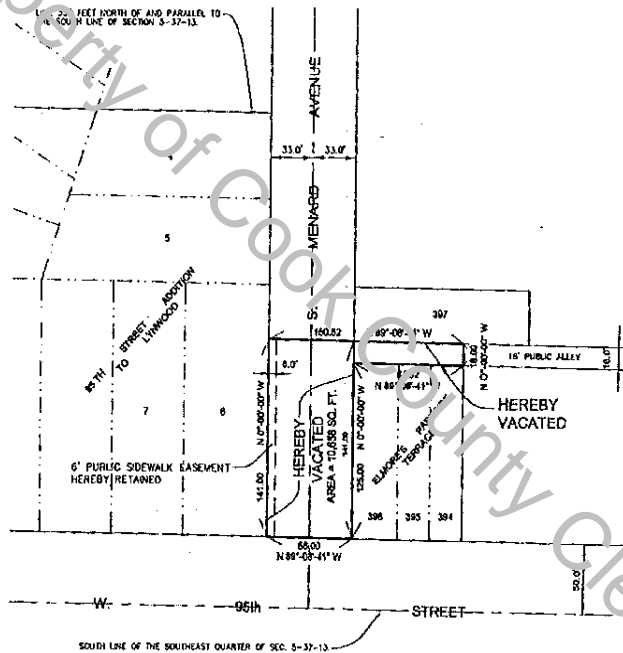
ENGINEERS SURVEYORS
 737 West Exchange St. Crete, IL 60417
 ph 708.672.4994 fax 708.672.3739

PLAT OF VACATION OF

THAT PART OF THE 18.00 FOOT PUBLIC ALLEY LYING NORTH OF AND ADJACENT TO LOTS 394, 395 AND 396 IN ELMORE'S PARKSIDE TERRACE, A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF MENARD AVENUE LYING NORTH OF THE NORTH LINE OF 95TH STREET AND LYING SOUTH OF THE NORTH LINE EXTENDED WESTERLY OF THE 18.00 FOOT PUBLIC ALLEY LYING NORTH OF AND ADJACENT TO LOTS 394, 395 AND 396 IN ELMORE'S PARKSIDE TERRACE, A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



Property of Cook County Clerk's Office

NOTE:
 A PUBLIC UTILITY EASEMENT IS HEREBY
 RETAINED FOR ALL OF THE VACATED
 PROPERTY IN FAVOR OF THE VILLAGE
 OF OAK LAWN THE WEST 5.00 FEET OF
 THE VACATED PROPERTY IS HEREBY
 RETAINED FOR A PUBLIC WALK.

STATE OF ILLINOIS } SS
 COUNTY OF COOK

APPROVED AND ACCEPTED THIS ____ DAY OF ____ 20__ BY
 THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE
 OF OAK LAWN, ILLINOIS.

BY: _____
 VILLAGE PRESIDENT

ATTEST: _____
 VILLAGE CLERK

STATE OF ILLINOIS } SS
 COUNTY OF ILL

TECH 3 CONSULTING GROUP, INC. DO HEREBY CERTIFY THAT WE HAVE
 PREPARED THIS PLAT OF VACATION AND THAT IT IS A TRUE AND
 CORRECT REPRESENTATION OF SAME BASED ON OFFICIAL PLATS AND
 RECORDS. ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

DATED THIS ____ DAY OF _____, A.D. 20__

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2430

ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-002235

PREPARED BY AND MAIL BACK TO AFTER RECORDING:
 TECH 3 CONSULTING GROUP, INC.
 737 W. EXCHANGE STREET
 CRETE, ILLINOIS 60417

EXHIBIT
 A

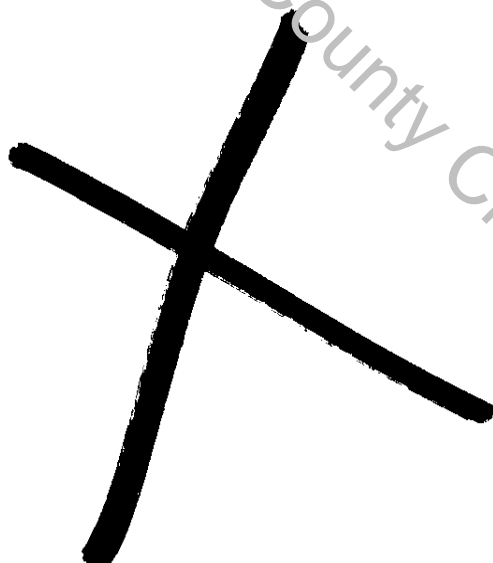
JOB NO. 02118

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EXHIBIT "B"

Revised Site Plan dated March 2, 2002

Property of Cook County Clerk's Office



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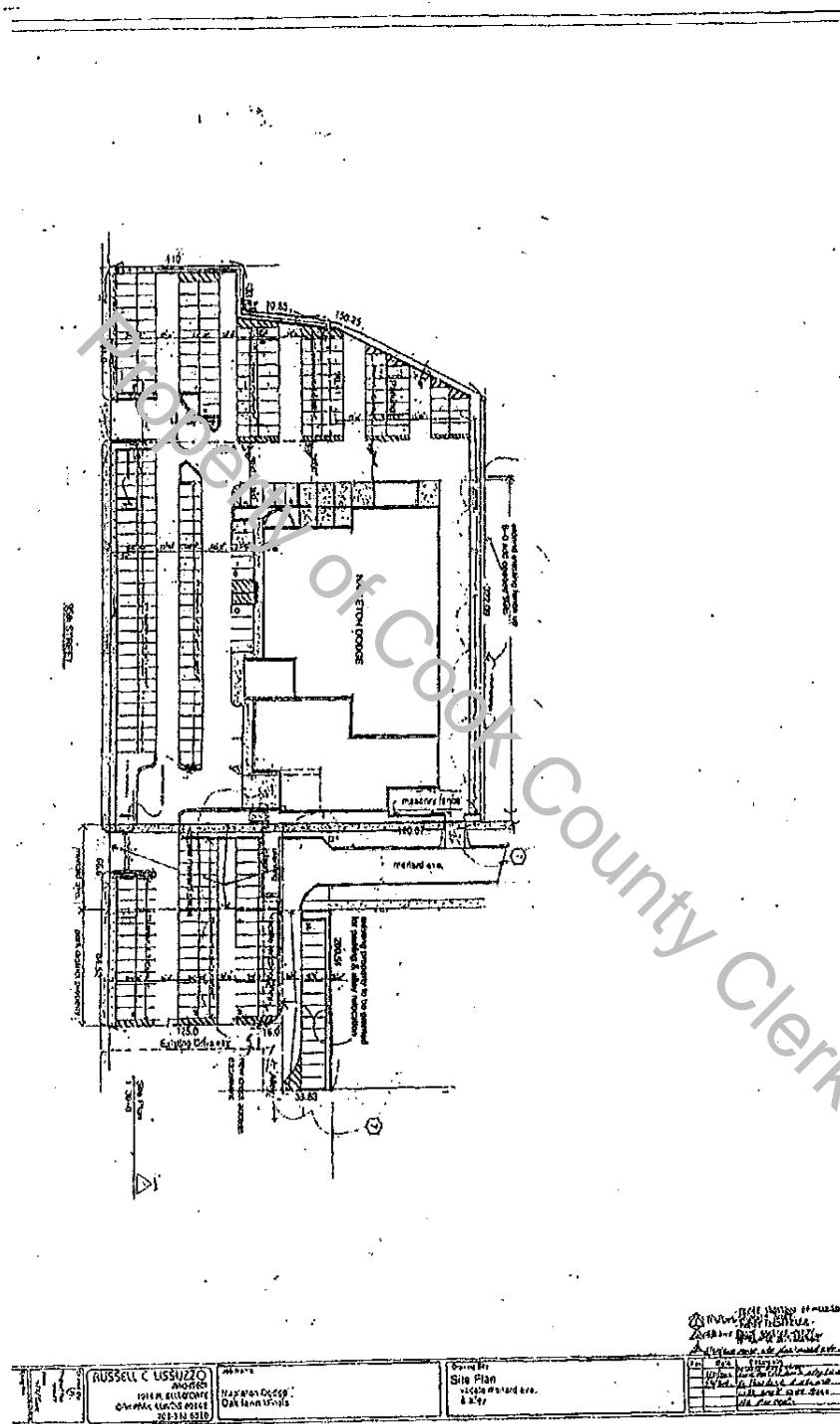


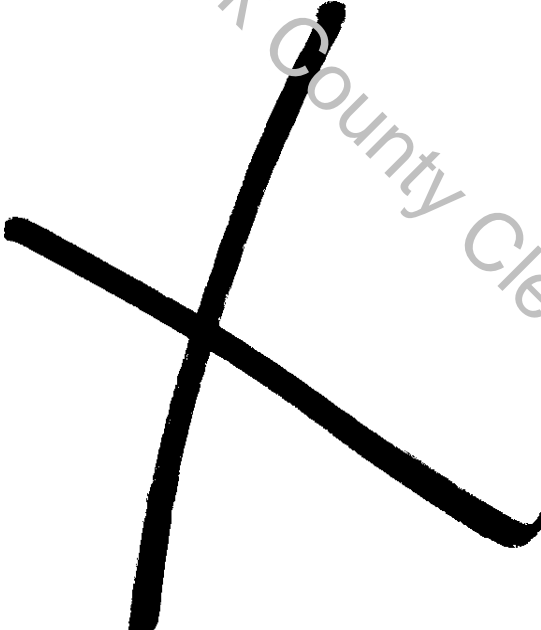
EXHIBIT
B

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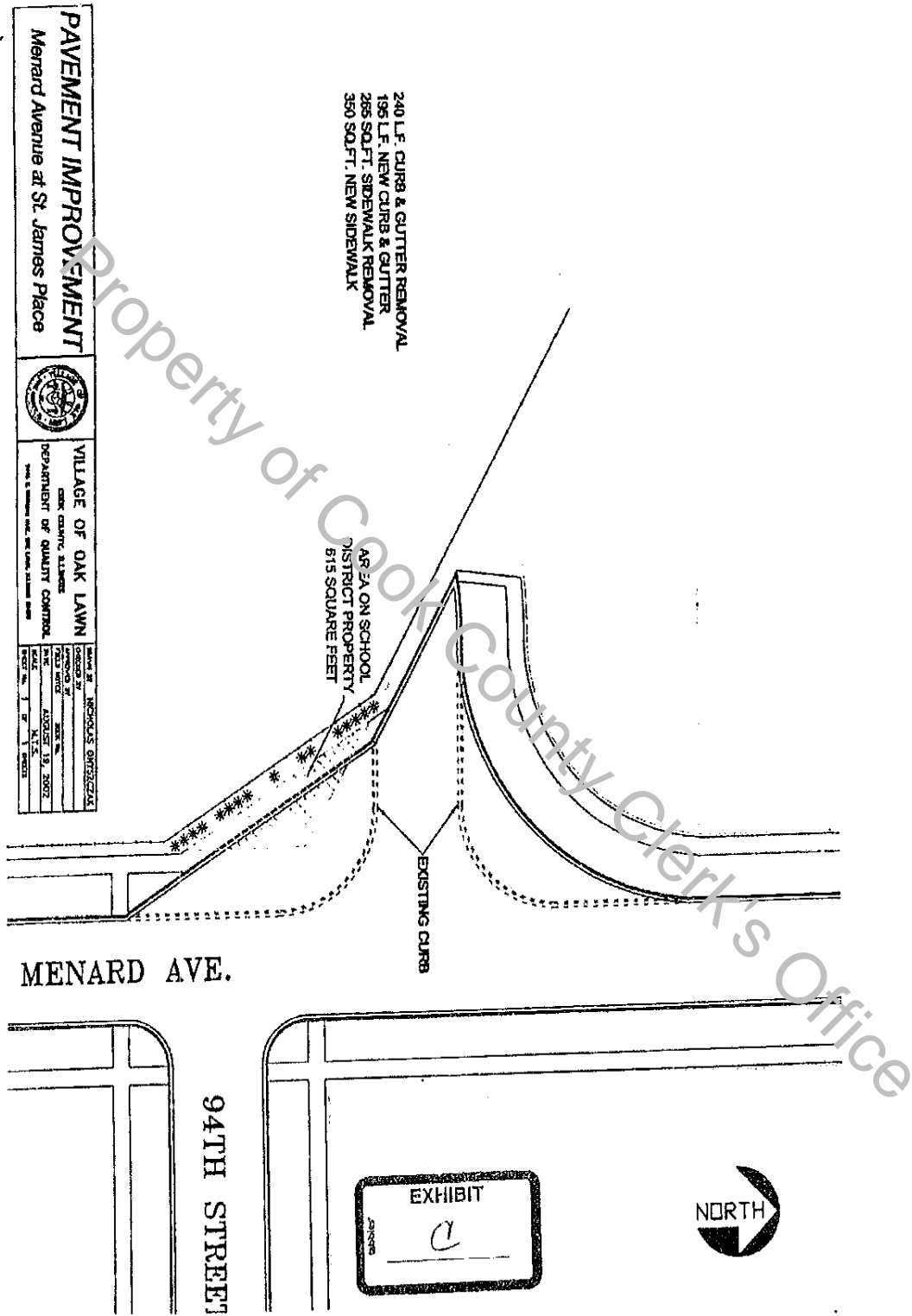
EXHIBIT "C"

Pavement Improvement Plan dated August 19, 2002

Property of Cook County Clerk's Office



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EXHIBIT "D"

ACKNOWLEDGMENT AND CONSENT OF SCHOOL DISTRICT NO. 229
 TO ALLOW THE OWNER ACCESS ONTO SCHOOL PROPERTY
 ADJACENT TO THE WEST SIDE OF THE INTERSECTION OF MENARD AVENUE
 AND ST. JAMES PLACE IN ORDER TO CONSTRUCT THE BUS TURN-AROUND
 IMPROVEMENTS DESCRIBED SUBSECTION 5E ABOVE

By: _____
 President

By: _____
 Notary Public

Date: _____

Date: _____

Commission Expires: _____

or

ATTACH LETTER FROM SCHOOL DISTRICT NO. 229

Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

Document #: 1620479