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Chicago, IL 60606



Doc#: 1430216075 Fee: \$56.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 10/29/2014 03:53 PM Pg: 1 of 10

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## **LICENSE AGREEMENT FOR USE OF A PORTION OF VILLAGE RIGHT-OF-WAY FOR INSTALLATION AND MAINTENANCE OF LANDSCAPING AND A TEMPORARY ICE-SKATING RINK AT PROPERTY ADJACENT TO 655 HARDING ROAD, HINSDALE, ILLINOIS**

This License Agreement ("Agreement") has been entered into between CHRISTY CAPALETY, 655 Harding Road, Hinsdale, Illinois (the "Licensee"), and the VILLAGE OF HINSDALE, 19 E. Chicago Avenue, Hinsdale, Illinois, an Illinois non home-rule municipal corporation (the "Licensor") this 16<sup>th</sup> day of September, 2014 (the "Effective Date").

**WHEREAS**, Licensee is the legal owner of a parcel of real property in Hinsdale, Illinois, P.I.N. 18-07-301-008, commonly known as 655 Harding Road, Hinsdale, Illinois (Licensee's Property); and

**WHEREAS**, Licensor is the owner of a sixty-six foot (66') wide undeveloped right-of-way that is located within its municipal boundaries and commonly known as 7<sup>th</sup> Street, which runs along the southern side of the Licensee's property; and

**WHEREAS**, the current measurement of the undeveloped area of the 7<sup>th</sup> Street right-of-way directly south of and adjacent to Licensee's property measures sixty-six feet (66'), and includes an approximately one hundred sixty-two foot (162') long strip of undeveloped right-of-way; and

**WHEREAS**, the Licensee desires to obtain, and the Licensor desires to grant, permission to maintain existing landscaping, install and maintain additional landscaping and, during winter, to install and use a temporary ice skating rink that is partially on Licensee's Property and partly in the undeveloped portion of the 7<sup>th</sup> Street right-of-way directly south of the and adjacent to Licensee's property (the "Licensed Premises"), in

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the approximate location indicated on the diagram attached hereto as **Exhibit A** and made a part hereof, subject to the terms and conditions set forth below; and

**WHEREAS**, it is hereby acknowledged that the Village does not generally allow encroachments on its public right-of-way, but has authorized Licensee to place a portion of the temporary ice-skating rink on the Licensed Premises subject to Licensee entering into this Agreement; and

**WHEREAS**, in signing this Agreement, Licensee acknowledges that the Village would not allow the use of the Licensed Premises for ice-skating purposes absent Licensee recognizing and assuming the existence of risks as exist with operating such a use; and

**WHEREAS**, the Licensors, in its sole discretion, may decide in the future to utilize its right-of-way, including the Licensed Premises, for any purpose, including but not limited to installation of utilities or other municipal purposes, and the Licensee agrees that in such event Licensors may terminate this License Agreement and the ice skating rink and, if necessary, the landscaping installed by Licensee, shall be removed at Licensee's cost; and

**WHEREAS**, the Licensors, an Illinois non-home rule municipal corporation, has the authority to enter into this License Agreement, and finds that entering into this License Agreement is in the best interests of the Village of Hinsdale, its residents and the public.

**NOW THEREFORE**, in consideration of the mutual covenants expressed herein, Licensors and Licensee agree as follows:

1. **Licensed Premises:** Licensors grants a non-exclusive License to Licensee for use of a portion of the undeveloped 7<sup>th</sup> Street right-of-way directly south of and adjacent to 655 Harding Road, in Hinsdale, Illinois, as generally indicated on **Exhibit A** attached hereto and made a part hereof, for the uses described herein. The approximate size of the Licensed Premises is one hundred sixty-two feet (162') by thirty-three feet (33').
2. **Term:** The term of this License Agreement shall be twenty (20) years, commencing on the Effective Date as set forth at the outset of this License Agreement above. This License Agreement shall terminate upon expiration of the twenty (20) year period, unless terminated earlier by either party. The provisions relating to Risk of Injury, Waiver of Injury Claims, Release from Liability, and Indemnity and Defense shall survive such termination and will continue in full force and effect as they relate to causes or claims that arose during the term of the License Agreement.
3. **License Fee:** The annual fee for the Licensed Premises shall be ten dollars (\$10.00) for the term of the License Agreement, and the Licensee shall pay the total License Fee of two hundred dollars (\$200.00) upon execution of this License Agreement. In the event the Licensors terminates the License Agreement at any time

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during the twenty-year term, the Licensor shall reimburse the Licensee the License Fee on a pro rata basis, provided that this License Agreement is terminated by the Licensor for a reason other than Licensee's non-compliance with the terms and provisions of this License Agreement.

**4. Use:** The Licensee may install and maintain landscaping upon the Licensed Premises. Licensee may also, during the winter months, install a temporary ice skating rink that is partially on Licensee's premises and partially on the Licensed Premises, for the sole use and enjoyment of Licensee and Licensee's invitees. No other structures or improvements shall be allowed to be constructed on the Licensed Premises without the express written permission of the Licensor.

**5. Assignment or Transfer:** This License Agreement is personal to Licensee, and Licensee shall not assign or transfer this License Agreement without the express prior written consent of the Corporate Authorities of the Village of Hinsdale, which may be withheld. Should Licensee sell or her property be otherwise conveyed during the term of this License Agreement, this Agreement shall automatically terminate.

**6. Maintenance:** Licensee accepts the Licensed Premises in "As-Is, Where-Is" condition as of the effective date of this License Agreement, and acknowledges that, upon delivery of possession of the Licensed Premises to Licensee, the same was in good order, condition and repair. Licensee shall, at Licensee's sole cost and expense, be responsible for any and all costs of installing and removing (if necessary), landscaping on the Licensed Premises pursuant to this License Agreement, temporary erection and subsequent removal each year of an ice skating rink, all maintenance and upkeep of the landscaping and ice skating rink and Licensed Premises during the term of this License Agreement, and any and all repairs or damage to the Licensed Premises arising from the misuse or damage to same by Licensee, or Licensee's successors, assigns, invitees or the public. Upon termination of this License Agreement by lapse of time or by its termination by Licensor at any time, Licensee shall remove the ice skating rink and take such actions as are necessary to ensure that the Licensed Premises are in good order, condition and repair, normal wear and tear accepted.

**7. Removal:** Licensor reserves the right to enter upon the Licensed Premises for any purpose whatsoever. Should Licensor determine that the License Agreement is no longer in its best interests, the License Agreement will be terminated, upon a 30 day written notice from Licensor to Licensee, and the ice skating rink erected on the Licensed Premises must be removed by Licensee at Licensee's cost.

**8. Governmental Regulations:** Licensee shall comply with all applicable requirements of federal, state, county and local regulatory authorities, including the applicable provisions of the Hinsdale Village Code and Zoning Code, with respect to the use of the Licensed Premises.

**9. Risk of Injury:** Licensee assumes the full risk of injuries, including any death, damages, or losses which she or her invitees may sustain in any way in, on or about the

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ice-skating rink or arising out of, connected with, or in any way associated with the use of the Licensed Premises by Licensee or her invitees. Licensee agrees to waive and relinquish any and all claims or causes of action of any kind that she or her invitees may have against the Village and its President and Board of Trustees, officers, appointed and elected officials, employees, volunteers and agents arising out of, connected with, or in any way associated with the use of the Licensed Premises by Licensee and her invitees.

**10. Indemnity and Defense:** Licensee agrees to indemnify, hold harmless, release and defend the Licensor and its President and Board of Trustees, officers, appointed and elected officials, employees, volunteers, and agents, from any and all claims or causes of action of any kind, including, but not limited to death, damages, and losses, which Licensee or her invitees may have or which arise out of, or are connected with, or are in any way associated with the use by Licensee or her invitees of the Licensed Premises, except those arising out of the sole legal cause of the Village of Hinsdale, its officials, agents or employees.

**11. Insurance:** Licensee warrants that they shall maintain basic homeowner's insurance coverage, with personal injury and death coverage, in an amount not less than \$1,000,000.00 during the term of this License Agreement, and that such policy shall cover the portion of the right-of-way for which this License Agreement grants Licensee the License.

The insurance coverage of Licensee shall name the Village of Hinsdale and its President and Board of Trustees, officers, appointed and elected officials, employees, volunteers, and agents as primary additional insureds. Licensee shall keep a current certificate of insurance, showing the premium has been paid in full, on file with the Village of Hinsdale at all times during the term of this License Agreement.

The insurance policy required by this Section shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt required, has been given to the Village at: Village of Hinsdale, Attn: Village Manager, 19 E. Chicago Avenue, Hinsdale, Illinois 60521.

**12. Mechanic's Lien:** The Licensee will not suffer or permit any mechanic's lien or other such lien to attach to the Licensed Premises by reason of any work, labor, service or materials performed at or furnished to the Licensed Premises for Licensee. If any such mechanic's or other lien shall at any time be filed, Licensee shall forthwith cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction, or otherwise, but Licensee shall have the right to contest any and all such liens, provided security deposit satisfactory to Licensor is deposited with Licensor. The Licensee shall save and keep harmless the Licensor and its property from any such lien or claim therefore and from any and all cost or expense incurred in connection with any such lien or claim, including, attorney fees and expenses incurred with removing, settling or contesting such lien or claim.

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- 13. Complete Defense:** It is expressly understood and agreed by the Parties that this Agreement may be pleaded by the Licensor as a complete defense to, and in bar of, any and all claims or causes of action of any kind brought, maintained or conducted by the Licensee or by a third-party invitee of Licensee in connection with or on account of any of the matters set forth in this Agreement. The parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.
- 14. Venue:** The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of DuPage County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding. This Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.
- 15. Authority to Bind:** The parties warrant and represent that the execution, delivery of, and performance under this Agreement is pursuant to authority, validly and duly conferred upon the parties and the signatories hereto.
- 16. Severability:** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- 17. Disclaimer Of Relationship:** Nothing contained in this License Agreement, nor any act of the Licensor or Licensee shall be deemed or construed by either of the parties hereto or by third persons, to create any relationship or third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Licensor and Licensee.
- 18. Binding:** This License Agreement shall be binding upon, apply to and inure to the benefit of, Licensor only.
- 19. Recording:** Upon execution, this License Agreement shall be recorded against title to Licensee's property, at Licensee's cost, for the purpose of providing notice to any subsequent purchaser of the terms and conditions of this License Agreement.
- 20. Effective Date:** This License Agreement shall become effective upon the date of execution by the last of the representatives of the parties as set forth below.

**IN WITNESS WHEREOF**, the parties hereto have executed this License Agreement.

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## VILLAGE OF HINSDALE

**CHRISTIE CAPALETY**  
655 Harding Road, Hinsdale, Illinois

By: *Kathleen Gargano*

Kathleen Gargano  
Village Manager

*Christie Capalety*  
Christie Capalety

Date: 10/7/14

Date: 10/03/14

ATTEST:

ATTEST:

By: *Christine M. Burton*

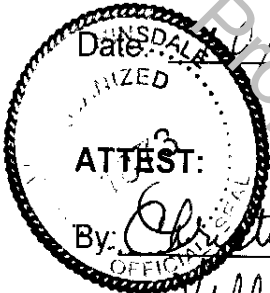
By: *Christine M. Burton*

Title: Village Clerk

Title: Village Clerk

Date: 10/7/14

Date: 10/3/14



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## EXHIBIT A

### DIAGRAM OF LICENSED PREMISES

And

### LEGAL DESCRIPTION

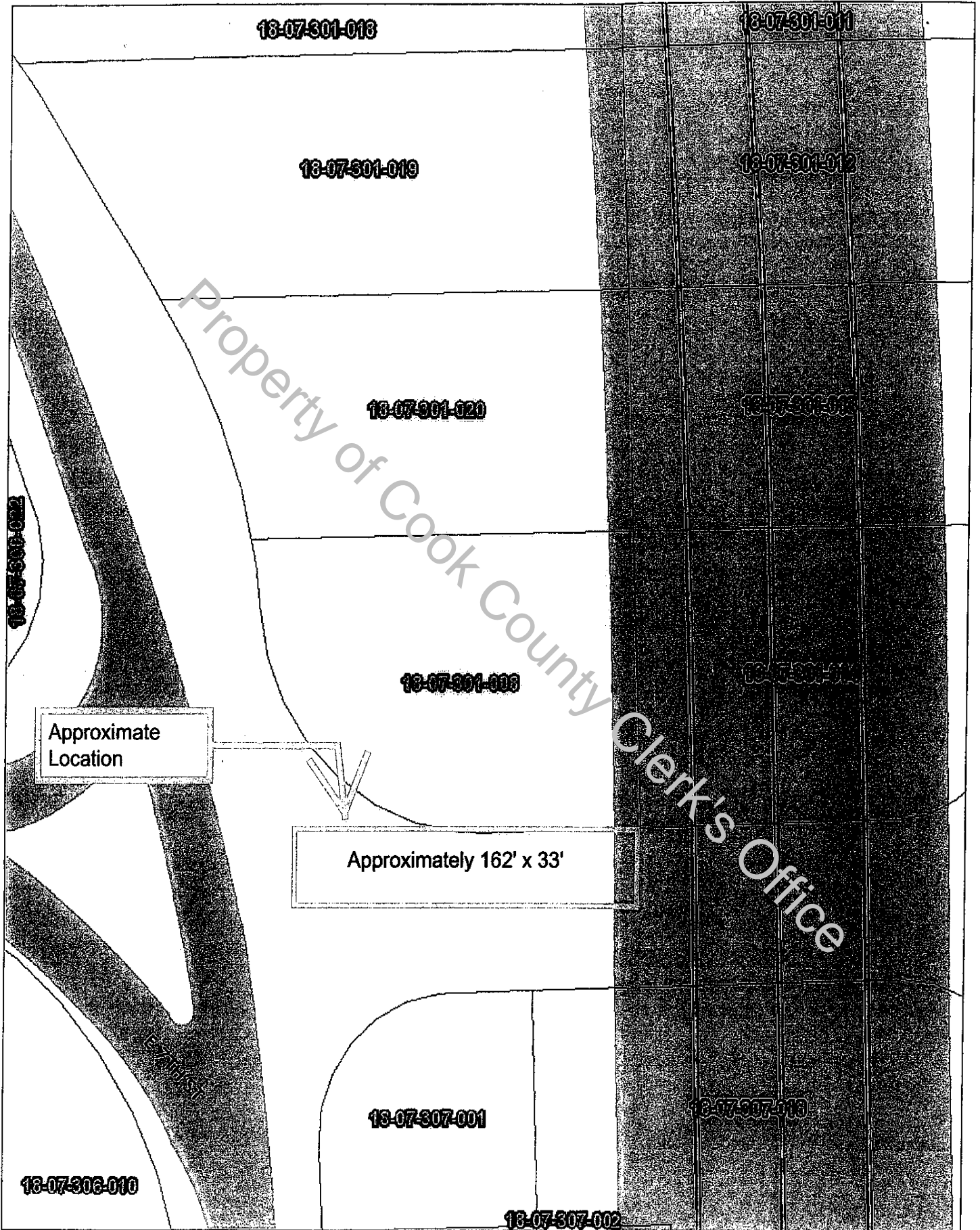
(attached)

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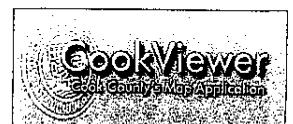
A large section of the document is redacted with thick black horizontal bars, obscuring the diagram and legal description. The watermark "Property of Cook County Clerk's Office" is overlaid diagonally across this redacted area.

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Cook County CookViewer Output



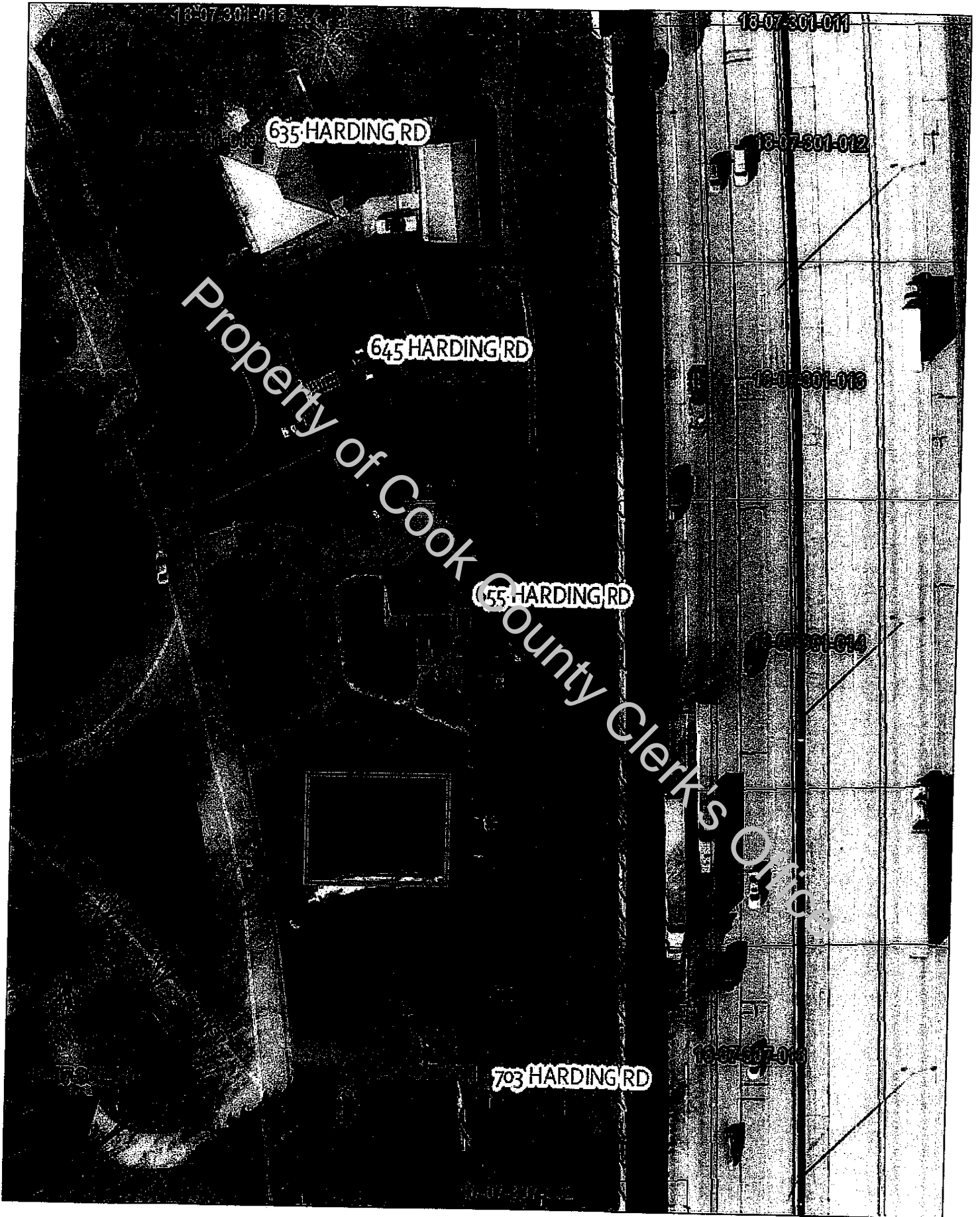
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655 Harding

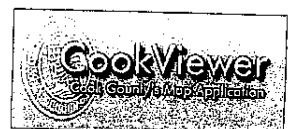


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**LEGAL DESCRIPTION:**

LOT 6 (EXCEPTING THERE FROM THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT A POINT OF BEGINNING: THENCE WEST ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 39.12 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 5604.58 FEET, THE TANGENT TO SAID CURVE AT THE INTERSECTION WITH THE NORTH LINE FORMING AN ANGLE OF 90 DEGREES, 37 MINUTES, 04 SECONDS IN THE NORTH-EAST QUADRENT OF THEIR INTERSECTION; THENCE SOUTHEASTERLY ALONG SAID TANGENT LINE, A DISTANCE OF 15.49 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT, THE LAST DESCRIBED LINE EXTENDED FORMING AN ANGLE OF 90 DEGREES, 33 MINUTES, 00 SECONDS WITH THE SOUTH LINE OF SAID LOT IN THE SOUTHEAST QUADRANT OF THEIR INTERSECTION; THENCE 39.24 FEET EAST ALONG THE SOUTH LINE OF SAID LOT TO THE SOUTHEAST LOT CORNER; THENCE NORTH 130 FEET ALONG THE EAST LINE OF SAID LOT TO THE POINT OF BEGINNING) IN BLOCK 2 IN THE "WOODLANDS", HINSDALE, ILLINOIS, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS EXCEPTING THEREFROM THE WEST 1312.4 FEET OF THE NORTH 719.2 FEET OF SAID SOUTHWEST 1/4, IN COOK COUNTY, ILLINOIS.

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