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COOK COUNTY, ILLINOIS

Prepared by and after recording  
return to:  
Peter D. Coblenz, Atty.  
Rosenthal, Murphey, Coblenz &  
Donahue  
30 N. LaSalle St., Suite 1624  
Chicago, Illinois 60602



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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 02/16/2016 03:57 PM Pg: 1 of 6

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TOWN OF LEYDEN, COOK COUNTY, ILLINOIS

## LICENSE AGREEMENT FOR MAINTENANCE OF RIGHT-OF-WAY ENCROACHMENTS

PIN: 12-33-203-010-0000

ADDRESS: 2317 Scott Street, Melrose Park, Illinois 60164

### LEGAL DESCRIPTION:

LOT 15 IN BLOCK 1 IN LEYDEN GARDENS, A SUBDIVISION OF THE WEST 1/3 OF THE NORTH 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 20, 1939 AS DOCUMENT 12314519 IN COOK COUNTY, ILLINOIS.

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## LICENSE AGREEMENT FOR MAINTENANCE OF RIGHT-OF-WAY ENCROACHMENTS

THIS AGREEMENT is made and effective this 9<sup>th</sup> day of November, 2015 ("Effective Date"), by and between the TOWN OF LEYDEN, a body politic and corporate (hereinafter referred to as "Leyden"), and Oscar Villagran and Rosa Rufino (hereinafter referred to as "Licensees") of 2317 Scott Street, Melrose Park, Illinois 60164.

### RECITALS:

- A. Leyden, acting by and through the Leyden Township Highway Commissioner, has ownership and jurisdiction of all township roads and highways in unincorporated Leyden Township, Cook County, Illinois.
- B. Scott Street from Fullerton Avenue south, to approximately two hundred (200') feet north of the center of Armitage Avenue, is a township road under Leyden's jurisdiction.
- C. Licensee owns the property located at 2317 Scott Street, Melrose Park, Illinois 60164 having a permanent real estate index number of 12-33-203-010-0000 (the "Subject Property"). Licensee has provided Leyden with proof of Licensee's ownership of the Subject Property.
- D. Licensee owns and maintains certain private improvement, namely an approved asphalt driveway approach apron and a second asphalt driveway approach apron described in Section 2 of this Agreement (the Encroachment) that is located within that part of the right-of-way of the east half of Scott Street which is a township road under Leyden's jurisdiction.
- E. The Encroachment is a second asphalt driveway approach apron which is an unpermitted encroachment within a township road right-of-way.
- F. Leyden is willing to permit Licensee to continue to use and enjoy the Encroachment located within Leyden's road right-of-way, subject to Licensee's agreement: (i) to remove the Encroachment from Leyden's road right-of-way upon termination of this license as provided in this Agreement, (ii) to not permit or use the Encroachment for commercial purposes and (iii) to not permit or use the Encroachment or the permitted approach apron for ingress or egress of any vehicle weighing over 8,000 pounds or displaying Illinois D class license plate or higher.

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H. Licensee desires to continue to use and enjoy the Encroachment located within Leyden's road right-of-way, with Leyden's license and permission as provided in this Agreement, and agrees to: (i) to remove the Encroachment from Leyden's road right-of-way upon termination of this license as provided in this Agreement, (ii) to not use the Encroachment for commercial purposes and (iii) to not use the Encroachment or the permitted approach apron for ingress or egress of any vehicle weighing over 8,000 pounds or displaying a Illinois D class license plate or higher.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, Leyden and Licensee agree as follows:

1. Incorporation of Recitals. The above and foregoing recitals, being true and material to this Agreement, are hereby incorporated and made a part of this Agreement as if fully set forth herein.

2. License to Maintain Encroachments. Leyden grants to Licensee a license to maintain and use the following described Encroachment within that portion of the east half of the Scott Street, (the "Leyden R-O-W") as depicted on Exhibit A attached hereto, subject to the terms and conditions of this Agreement:

Secondary asphalt driveway service apron providing access to the north portion of the existing circle driveway.

3. No Alteration or Expansion. Licensee shall not expand, extend, improve or in any way alter the Encroachments within the Leyden R-O-W without the express prior written permission of the Leyden Township Highway Commissioner. Routine maintenance of the Encroachments by Licensee is permitted.

4. Termination of License. This Agreement, and the license granted to Licensee pursuant to this Agreement to maintain and use the Encroachment within the Leyden R-O-W, shall terminate upon the occurrence of any of the following events:

A. Licensee, or the record title owner of the Subject Property, sells or transfers title or the beneficial ownership of the Subject Property, or any part thereof, to any other person, firm or entity, whether by deed, instrument, foreclosure, operation of law or any other method.

B. Ten (10) days after written notice to Licensee if Licensee violates any of the terms and conditions of this Agreement.

C. Ten (10) days after written notice to Licensee if the Leyden Township Highway Commissioner or his successor should, in the exercise of his, her or their sole discretion, that the Township (or other highway authority having jurisdiction of the Leyden R-O-W),

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determine that the Township R-O-W is required for township road purposes, utility purposes, or other public purposes.

- D. If Leyden vacates that portion of the Leyden R-O-W encumbered by the Encroachments.
5. License Fee. Licensee shall pay Leyden a one-time license fee of \$200.00 to cover the cost of Township's attorney's fees and the cost of recording this agreement with the Cook County Record for Deeds.
6. Reserved Use of Leyden R-O-W. Notwithstanding anything to the contrary in this Agreement, Leyden reserves and retains to itself and to its officers, agents, employees and contractors all rights to enter the Leyden R-O-W at all times and to perform all operations, maintenance or construction work as may be deemed useful or necessary by Leyden relating to road or utility facilities which may now, or in the future, be located in, on, under or above the Leyden R-O-W, including but not limited to cutting, excavating and removing pavement within the Leyden R-O-W, and Leyden shall not be responsible for repairing, restoring or replacing any Encroachments that may be damaged, disrupted, disturbed or removed as a result of such work by Leyden.
7. Vacating Licensed Premises. Upon termination of this Agreement and the license granted by this Agreement, Licensee shall vacate and cease using any portion of the Leyden R-O-W for purposes of operating or maintaining the Encroachment, or for any purpose.
8. Failure to Vacate Licensed Premises. In the event that Licensee fails to vacate the licensed premises promptly upon termination of this Agreement and the license granted by this Agreement, Licensee shall pay to Leyden all costs incurred by Leyden in enforcing its rights under this Agreement, including but not limited to court costs and reasonable attorney's fees.
9. Maintenance of Licensed Property. Licensee shall at all times during the term of this Agreement keep and maintain the licensed premises, including the Encroachment, in a good, clean and safe condition.
10. Indemnification. Licensee shall, to the fullest extent permitted by law, defend, indemnify and hold harmless Leyden Township, the Leyden Township Highway Commissioner, and their officers, agents and employees (the "Indemnitees") from and against any and all claims, suits, actions, damages, judgments, injuries or liabilities of any kind or nature whatsoever, including reasonable attorney's fees and court costs, resulting directly or indirectly from the use and maintenance of the Encroachment on the Leyden R-O-W. The obligation of Licensee to indemnify under this paragraph shall not extend to any claim, judgment, damage, loss or expense to the extent same may be caused by the willful, reckless or intentional acts or omissions of the Indemnitees. The obligation of Licensee to indemnify under this paragraph shall survive the termination or expiration of this Agreement.
11. Notice. Any notice provided for or concerning this Agreement shall be writing and shall be deemed given (i) when personally delivered, (ii) one business day after being sent

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by nationally recognized overnight courier; or (iii) two business days after being sent by certified or registered mail, if sent to the respective address of each party as set forth below.

To Leyden:

Town of Leyden  
2501 North Mannheim Road  
Franklin Park, IL 60181  
Attn: Township Supervisor

To Licensee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Assignment. Neither this Agreement nor the license granted by this Agreement may be assigned, transferred or in any way disposed of by Licensee without the prior written consent of Leyden. Any assignment, transfer or attempted assignment or transfer of this Agreement or of the license rights granted by this Agreement without such consent shall be null and void and shall render this Agreement null and void.

13. Binding Effect. This Agreement shall be binding upon and inure to the benefit and burden of said Grantee without requirement for further notice to or consent by Licensor.

14. Non-Waiver. The failure of either party to insist on the other party's strict compliance with the terms and conditions contained in this Agreement shall not constitute a waiver of that party's right to insist that the other party in the future strictly comply with any and all of the terms and conditions contained in this Agreement, and to enforce such compliance by any appropriate remedy.

*[Signatures on Next Page]*

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IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the day and year first above written.

TOWN OF LEYDEN, Licensor

Dated: \_\_\_\_\_, 2015

By: [Signature]

{SEAL}

Highway Commissioner

LICENSEE(s):

Dated: 8/31, 2015

[Signature], Licensee

Name: Oscar Villaram

Dated: 8/31, 2015

Rosa Rufino, Licensee

Name: Rosa Rufino

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Oscar Villaram and Rosa Rufino, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument as Licensee(s), appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act(s) for the uses and purposes therein set forth.

Given under my hand and official seal, this 31 day of August 2015.  
Commission expires 2/20 2018

[Signature]  
Notary Public

