

**RESOLUTION 2015-103**

**A RESOLUTION AUTHORIZING EXECUTION OF A LICENSE AGREEMENT  
BETWEEN THE TAXMAN CORPORATION AND VILLAGE OF VERNON HILLS  
FOR USE OF PARKING LOT DURING SUMMER CELEBRATION**

Whereas, the Village will host 2015 Summer Celebration on July 16- 19, 2015 at Century Park; and

Whereas, The Taxman Corporation, as Managing Agent for Chitown-Millco Vernon Hills Lot 2 LLC owns the parking lot (known as the former OPA lot) located at 950 Lakeview Parkway immediately adjacent to the Summer Celebration event; and

Whereas, the Village desires to use the parking lot for musical acts or other event related parking including the Sunday Car Show at Summer Celebration.

NOW THEREFORE BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS.

That the Village Manager is authorized to execute a License Agreement, attached hereto, between Taxman Corporation, as Managing Agent for Chitown-Millco Vernon Hills Lot 2 LLC and the Village of Vernon Hills for the use of their parking lot located at 950 Lakeview Parkway during Summer Celebration.

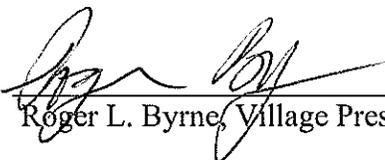
Dated the 2nd day of June 2015

Adopted by roll call vote as follows:

AYES: 5 – Hebda, Koch, Marquardt, Schultz, Schwartz

NAYS: 0 - None

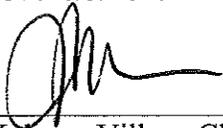
ABSENT AND NOT VOTING: 1 - Williams

  
\_\_\_\_\_  
Roger L. Byrne, Village President

PASSED: 6/2/2015

APPROVED: 6/2/2015

ATTEST: 6/3/2015

  
\_\_\_\_\_  
John Kalmar, Village Clerk

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License") is made and dated as of this <sup>2<sup>nd</sup></sup> day of June, 2015 (the "Effective Date"), by and between The Taxman Corporation, an Illinois ("Taxman") as Managing Agent for Chitown-Milico Vernon Hills Lot 2, LLC, an Illinois limited liability company, (the "Licensor"), and the **VILLAGE OF VERNON HILLS**, an Illinois municipal corporation (the "Licensee").

### WITNESSETH:

**WHEREAS**, Licensee plans and presents an annual summer celebration event at Century Park, Vernon Hills, Lake County, Illinois (the "Summer Cel Property"); and

**WHEREAS**, Licensor owns a parcel of property improved with a parking lot immediately adjacent to the Summer Cel Property (the "Adjacent Property"), a site plan identifying the Summer Cel Property and the Adjacent Property is attached hereto as Exhibit A; and

**WHEREAS**, Licensor has agreed to grant a license to Licensee, its guests and invitees for the purpose of providing additional parking for the Summer Cel event, provided that certain terms and conditions are agreed to by the parties; and

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the sum of Ten and No/100 Dollars (\$10.00) paid by each party to the other, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. Incorporation of Recitals. The above recitals are true and correct and incorporated herein.

2. License. Subject to the terms, conditions and limitations set forth herein, Licensor hereby grants to Licensee, its members, employees, guests and invitees (the "Licensed Parties"), a non-exclusive, continuing license over, across, and upon the Adjacent Property to use the parking lot located thereon as outlined in the adjacent site plan (the "Parking Lot") for the parking of personal, non-commercial vehicles, the Sunday car show and for vehicular and pedestrian traffic incidental thereto, in connection with visits to the Summer Cel Property and only during the Summer Cel events. Licensee agrees that it shall not use the Parking Lot for any other purpose and will not allow same to be occupied in whole, or in part, by any other person. The Licensed Parties shall not assign, transfer, encumber or sublicense any rights granted hereunder, nor make, or authorize others to make, any direct or indirect use of the Parking Lot except as agreed to in writing by Licensor.

3. Non-Interference. Except as otherwise expressly set forth herein to the contrary, Licensor, its invitees, employees, members, guests and agents shall not interfere with or obstruct the use and enjoyment of the Parking Lot by the Licensed Parties, nor shall Licensor construct any building, improvement, wall, curb or other barrier or structure in, on or around the Parking Lot which could in any respect impair Licensee's use of and access to the Parking Lot during the Summer Cel events.

4. Summer Cel Parking. Notwithstanding anything contained herein to the contrary, Licensee hereby understands and agrees that the Licensed Parties shall be allowed to use the Parking Lot only during Summer Cel events Thursday, (July 16, 2015 through Sunday, July 19, 2015). Licensor agrees that it shall provide Licensee with keys or other means of access to the Parking Lot, and Licensee agree that it shall only keep the Parking Lot open for the benefit of the Licensed Parties during said times. Notwithstanding the foregoing, Licensor agrees that Licensee shall not be liable to Licensor for damages or otherwise for Licensee's failure to secure the Parking Lot after each use thereof. Licensor agrees that no permit, sticker or other identifiable marker will be required to be placed in or on any vehicle used by any of the Licensed Parties. Further, the Licensed Parties agree that the use of the Parking Lot by the Licensed Parties shall be non-exclusive, such that Licensor's members, guests, employees and invitees may also, from time to time, use the Parking Lot during these times and the Licensee, its invitees, employees, members, guests and agents shall not interfere with or obstruct the use and enjoyment of the Parking Lot by the Licensor. The use of the Parking Lot by Licensor, its members, guests, employees and invitees pursuant to the foregoing shall in no way constitute a breach or default by Licensor hereunder, notwithstanding that the use of the Parking Lot by Licensor, its members, guests, employees and invitees may periodically result in the inability of the Licensed Parties to use the Parking Lot.

5. Term and Termination. This License shall terminate on Monday, July 20, 2015. This license shall also be terminated by either party at any time upon thirty (30) days notice to the other party. Licensor may terminate this License immediately upon notice to Licensee if Licensee is in breach of this License, and if, after giving Licensee written notice specifying the nature of the breach, Licensee fails to cure such breach within ten (10) days following notice from Licensor; provided however, Licensor may not terminate this License if Licensee has commenced to cure the breach within said ten (10) day period and is diligently and continuously pursuing the remedies or steps necessary to cure or correct such breach and Licensee does, in fact, cure or correct the breach as soon as reasonably practicable and, in any event, no later than thirty (30) days after notice thereof from Licensor to Licensee. Upon termination of this License, all rights granted to Licensee hereunder shall automatically terminate and revert to Licensor.

6. Maintenance Responsibilities; Costs. Licensee agrees that it shall use commercially reasonable efforts to keep the Parking Lot free of trash, rubbish and other debris caused by the Licensed Parties, and to perform any minor repair to the Parking Lot resulting from this License Agreement, not to exceed \$5,000.

7. Indemnification. In consideration of granting Licensed Parties access to and use of the Licensor parking lot, Licensee, to the fullest extent permitted by law, agrees to indemnify, protect, defend, and save harmless, Licensor, and its directors, officers, agents, and employees

(collectively "Licensor") from any and all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims judgments or demands whatsoever, including attorney's fees and expenses ("claims"), based on or resulting from any personal injury, including but not limited to, bodily injury, emotional injury or death to any person, or damage to property of anyone (including loss of use thereof), which injury, death or damage result from, arise out of, or is in any way connected with the Licensed Parties use of the Parking Lot. Licensee's obligations under this paragraph shall apply whether the claims are caused by or alleged to be caused by any active or passive act of omission of the Licensed Parties. In the event of a claim brought by an employee of Licensee against any person or entity indemnified under this paragraph, Licensee's obligations shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Licensee under worker's compensation, disability benefit or other employee benefit acts.

8. **Hold Harmless.** Licensee acknowledges and agrees that Licensor, by virtue of permitting the Licensed Parties access to the Parking Lot, does not assume any duties or obligations to Licensee or to the Licensed Parties in connection with such access and use. Licensor makes no representations or warranties regarding the condition of the Parking Lot. This License does not create a bailment. Licensor shall not be responsible for any loss, theft or damage to property of or injury or death to the Licensed Parties and use of the Parking Lot is at the sole risk of the Licensed Parties and Licensee shall indemnify, hold harmless and defend Licensor from all such claims.

9. **Insurance.** During the term of this Agreement, Licensee shall maintain the following minimum insurance coverages:

- A. **Comprehensive General Liability** – Minimum \$1,000,000 Single Limit
- B. **Auto Liability** – Minimum \$1,000,000 Single Limit
- C. **Minimum Statutory Worker's/Workmen's Compensation Coverage** as required by the State of Illinois.
- D. **Umbrella/Excess Coverage** – Minimum \$5,000,000 Single Limit. Umbrella/Excess Insurance Policy in addition to primary coverage requirements.

Licensor shall be named as an additional insured on the above policies (other than workers' compensation) and Licensee shall deliver a certificate of insurance and/or binder with the above requirements to Betty Jensen of The Taxman Corporation prior to any Licensee employees being permitted access to and use of the Licensor parking lot.

10. **No Interest.** Licensee understands that the use granted by Licensor under this Agreement is a license to use the designated parking spaces only and is not coupled with an interest in the real property. Licensor retains the right to terminate this license to use at any time and for any reason whatsoever in its sole discretion. This License Agreement may not be recorded in any public records.

11. Notices. Any notice, demand or request which may be permitted, required or desired to be given in connection therewith shall be given in writing and directed to Licensor and Licensee as follows:

If to Licensor:           The Taxman Corporation  
5215 Old Orchard Road, Suite 130  
Skokie, IL 60077  
Attention: Margie Georgopoulos/Betty Jensen

If to Licensee:           Village of Vernon Hills  
290 Evergreen Drive  
Vernon Hills, Illinois 60061  
Attention: Mr. John Kalmar

With a copy to:           Schain, Banks, Kenny & Schwartz  
70 West Madison Street, Suite 5300  
Chicago, Illinois 60602  
Attention: Robert C. Kenny

Notices shall be deemed properly delivered and received when and if either: (i) personally delivered; (ii) delivered by national overnight courier; or (iii) three (3) business days after being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid.

12. Assignment. Neither this License nor any of Licensee's rights or obligations hereunder may be assigned, pledged or encumbered without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion. Licensor may assign its rights and obligations under this License without restriction.

13. No Agency. This License shall inure to the benefit of and bind successors and assigns of the parties hereof. This License shall not be construed to create a partnership, joint venture, agency or similar relationship between Licensor and Licensee, and Licensee shall have no right to bind Licensor in any way.

14. Counterparts. This License may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

15. General. This License constitutes the entire understanding of the parties concerning the subject matter hereof and shall be interpreted and construed in accordance with the laws of the State of Illinois without giving effect to choice of law principles. The failure of any party to require performance of any provision hereof shall in no manner be deemed a waiver of such breach or of any other provision hereof. The provisions of this License shall be severable. If any provision of this License shall be held or declared to be illegal, invalid or unenforceable in any jurisdiction, the remainder of the License, disregarding such illegal, invalid or unenforceable provision in such jurisdiction, shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein. This License may

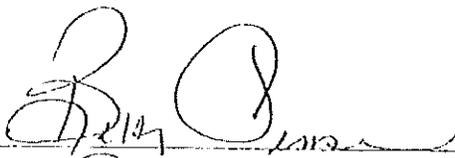
not be changed or modified in any manner except in an instrument signed by each of the parties hereto.

16. Prevailing Party; Attorney's Fees. In the event either party shall seek to enforce any term or provision under this License, then the prevailing party in litigation shall be entitled to recover from the other as additional costs, its reasonable attorney's fee incurred in connection with such action.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this License Agreement as of the date first set forth above.

LICENSOR:

The Taxman Corporation, as Managing Agent for  
Chitown-Milco Vernon Hills Lot 2, L.L.C, an Illinois  
limited liability company

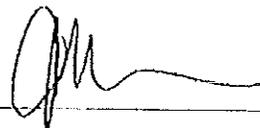
By: 

Name: Betty Jensen

Its: Dir Prop Mgmt  
06-09-15

LICENSEE:

VILLAGE OF VERNON HILLS,  
an Illinois municipal corporation

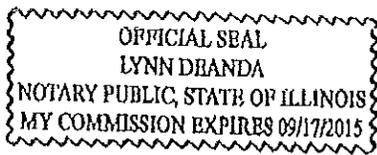
By: 

Name: John M. Kalmar

Its: Village Manager

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF LAKE )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of June, 2015, by John Kalmar, the Village Manager of the Village of Vernon Hills, an Illinois, on behalf of the Village.



Lynn Dranda  
Notary Public

By \_\_\_\_\_

Its \_\_\_\_\_

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF ~~LAKE~~ COOK )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of June, 2015, by Betty Jensen, the Director of Property Management of Exxon Corporation, an Illinois, on behalf of the corporation.

Sara Huguelet  
Notary Public



**Additional Insured/Certificate Holder Requirements**

**For:**

950 Lakeview Parkway  
Vernon Hills, IL 60061

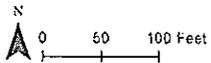
**Additional Insured:**

- Chitown-Milco Vernon Hills Lot 2, LLC, and all of its members, managers, and members' managers, if any; and
- The Taxman Corporation; and
- Rustoleum Corporation

**Certificate Holder:**

The Taxman Corporation  
5215 Old Orchard Road, Suite 130  
Skokie, IL 60077

Exhibit A



Summer  
Celebration  
Grounds

Former Opa  
Parking Lot

LAKESHORE PKY

CENTER DR

HAWTHORN PKY

