

RESOLUTION 2012-188

**A RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT
WITH THE VERNON HILLS PARK DISTRICT
TO ALLOW CERTAIN WORK ON VILLAGE-OWNED PROPERTY,
LOCATED NORTH OF AND ADJACENT TO CENTURY PARK**

WHEREAS, the Village of Vernon Hills is the owner of property which extends west from Lakeview Parkway, running parallel to the former Elgin, Joliet & Eastern Railroad right-of-way, said property is depicted in Exhibit A, and referred to herein as "the Property"; and

WHEREAS, the Vernon Hills Park District owns Century Park; and

WHEREAS, the Vernon Hills Park District seeks to construct a maintenance building and parking lot on a portion of the Property as more clearly depicted on Exhibit "A"; and

WHEREAS, Village wishes to grant and Park District wishes to receive, a non-exclusive License to perform property and topographic surveying, soil testing and tree/vegetation removal work on the Property indicated on Exhibit A for the purpose of determining whether or not the Property will be adequate for the Park District's planned maintenance building; and

WHEREAS, the License granted hereunder shall commence on the date hereof and shall terminate upon or before March 1, 2013; and

WHEREAS, the Village generally supports the plan for the proposed maintenance building and agrees to grant the License to the Vernon Hills Park District to perform property and topographic surveying, soil testing and tree/vegetation removal work on the Property consistent with the attached Agreement and plans as setforth in Exhibit A.

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, subject to Village Attorney approval, authorized to execute the License Agreement with the Vernon Hills Park District to perform property and topographic surveying, soil testing and tree/vegetation removal work on Village-owned property located north of and adjacent to Century Park, consistent with the License Agreement as setforth in Exhibit A.

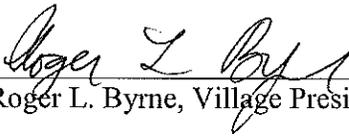
Dated the 18th of December, 2012

Adopted by roll call vote as follows:

AYES: 5 - Schwartz, Williams, Koch, Marquardt, Byrne

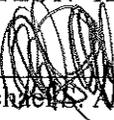
NAYS: 0 - None

ABSENT AND NOT VOTING: 2 -- Hebda, Schultz



Roger L. Byrne, Village President

PASSED: 12/18/2012
APPROVED: 12/18/2012
ATTEST: 12/19/2012



Michelle Allison, Village Clerk



Exhibit A

Easement Agreement and related plans for proposed Maintenance Building for the Century Park

RESOLUTION 1-13

License Agreement

This LICENSE AGREEMENT ("Agreement") is made as of this 17th day of January 2013, by and between the VILLAGE OF VERNON HILLS, an Illinois municipal home rule corporation ("Village") and the VERNON HILLS PARK DISTRICT, an Illinois park district and unit of local government ("Park District"). The Village and the Park District are hereinafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

The following recitals of fact are a material part of this Agreement.

A. The Village is a home rule unit of government in accordance with Article VII, Section 6, of the Constitution of the State of Illinois, 1970;

B. The Village is the owner of a certain parcel of land in the Village of Vernon Hills, County of Lake and State of Illinois, graphically depicted on the attached Concept Plat attached hereto and made a part hereof as Exhibit "A".

C. The Park District seeks to construct a maintenance building and parking lot on a portion of the land as more clearly depicted on Exhibit "A" (the "Property").

D. Village wishes to grant, and Park District wishes to receive, a non-exclusive license to perform soil testing, boundary survey and topographic surveying services, and tree/vegetation removal work on the Property indicated on Exhibit A for the purpose of determining whether or not the Property will be adequate for the Park District's planned maintenance building.

NOW, THEREFORE, in consideration of the foregoing, the mutual agreement of the Parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Grant of License for Work on the Property. Village hereby grants to Park District, a non-exclusive license to perform soil testing, boundary survey and topographic surveying services and tree/vegetation removal on the Property in advance of determining whether or not to enter into a long term lease for the Property.

2. Term of License. The license granted hereunder shall commence on the date hereof and shall terminate upon the earlier of: (a) March 1, 2013; (b) the date the Park District executes a lease of the Property; or (c) upon a breach of the terms hereof by Park District. Upon the occurrence of any of the events described in the preceding sentence, this License shall immediately terminate and Park District shall restore the portions of the Property affected by the Park District's work on the Property to the condition that existed immediately prior to Park District performing any work on the Property under this Agreement. With regard to restoration, the Park District shall prepare a restoration plan specifying the type and number of trees to be used in restoration which shall be submitted to and be approved by the Village Board of Trustees prior to any restoration work commencing on the Property.

3. License Only. This Agreement creates a license only with respect to Paragraphs 1 and 2, hereof and Park District acknowledges that Park District does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Property or any portion of the Property by virtue of such license or Park District's use of the Property pursuant hereto.

4. Return of the Property. In the event the Parties do not execute a long term lease allowing the construction of the maintenance buildings, Park District shall repair and restore the portions of the Property affected by the Park District's work consistent with the terms of this Agreement. .

5. Reservation of Rights by Village. The right to use the Property is expressly reserved by Village, its successors, grantees, invitees and assigns. In addition, and not by limitation but by way of example, Village, its successors, grantees, invitees and assigns, reserve the right from time to time to grant additional licenses upon the Property, provided that such licenses do not unreasonably interfere with Park District's use of the Property pursuant to the terms hereof.

6. No Transfer by Park District. Park District shall not transfer any of its rights hereunder without the prior written consent of Village. Any such assignment made without the prior written consent of Village shall be null and void and of no further force or effect and shall entitle Village to terminate this Agreement, and the Park District shall be responsible for all costs and damages incurred by the Village to restore the portions of the Property affected by the Park District's work to the condition it was in immediately prior to any work being performed on the Property by the Park District pursuant to this Agreement.

7. Indemnity. Except to the extent caused by Village, its grantees, invitees and assigns or its or their successors, and all of their officers, directors, employees, representatives and agents, Park District for and on behalf of itself and all of its successors, grantees, invitees and assigns, assumes responsibility

for any and all loss of life, injury to persons or damage to property (wherever such property may be located) to the extent caused by or resulting from, directly or indirectly the soil testing, boundary and topographic surveying services, tree/vegetation removal activities, and any other operations by Park District, its successors, grantees, invitees and assigns and all of their officers, directors, employees, representatives and agents. Further, and except to the extent caused by Village or its grantees, invitees and assigns or its or their successors, and all of their officers, directors, employees, representatives and agents, Park District, for itself, its successors, grantees, invitees and assigns, and for those claiming by, through or under any of them, hereby releases Village, its members, agents and employees (collectively, the "Indemnitees") from any and all claims or demands for loss, liability, expense, cost or damage (whether to person or property), including, without limitation, reasonable attorneys' fees and litigation costs incurred by the Indemnitees in connection therewith, to the extent arising from the soil testing and tree/vegetation removal activities or any other operations by Park District, its successors, grantees, invitees and assigns, and all of their officers, directors, employees, representatives and agents. Except to the extent caused by Village or its grantees, invitees and assigns or its or their successors, and all of their officers, directors, employees, representatives and agents, Park District hereby agrees to indemnify, defend and hold harmless the Indemnitees from and against any and all liability, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense (including without limitation, reasonable attorneys' fees and litigation costs) incurred by the Indemnitees for injuries to persons (including, without limitation, loss of life) and for damage, destruction or theft of property to the extent same is directly or indirectly due to the activity, work or thing done, permitted or suffered by Park District on or about the soil testing, tree/vegetation removal activities, and any other operations by the Park District or for any act or omission of Park District, its successors, grantees, invitees and assigns and any of their officers, directors, employees, representatives and agents. Park District shall cooperate with Village in the defense of any such claims, demands or action, including, without limitation, the employment, at the sole expense of Park District, of legal counsel satisfactory to Village.

8. Insurance. Park District, or its contractor, at its sole cost and expense, shall purchase and keep in full force and effect during the term hereof, Commercial General Public Liability Insurance (including, but not limited to, contractual liability insurance covering, without limitation, Park District's indemnification obligations hereunder) in an amount not less than Two Million and no/100 Dollars (\$2,000,000.00) per occurrence whether involving bodily injury liability (or death resulting therefrom) or property damage liability or a combination thereof with a minimum aggregate limit of Five Million and no/100 Dollars (\$5,000,000.00) and provided that same shall not be cancelled without thirty (30) days prior notice to the Village.

Notwithstanding the foregoing, the Parties acknowledge that Park District, as of the date of this License, has obtained liability coverage through the Park District Risk Management Agency (hereinafter referred to as "PDRMA"). The Parties agree that PDRMA's underwriting of liability coverage for Park District for personal injury and property damage are acceptable for the purposes of this License and this License Agreement.

Park District, or its contractor, concurrently with execution hereof shall deposit with Village, insurance certificates evidencing the foregoing coverages, together with satisfactory evidence of payment of the premiums thereon. The deposits required by this Paragraph are conditions precedent to Park District's rights under this license and this Agreement. All such insurance shall name the Indemnitees as additional insureds. Park District shall deliver said insurance certificates to Village at 290 Evergreen Drive, Vernon Hills, Illinois, 60061, or as otherwise directed by Village from time to time. Park District shall not enter the Property under this Agreement until such insurance certificate is delivered to and determined to be acceptable to the Village.

9. No Liens. Park District shall not permit any lien to be filed against any portion of the Property or any improvements thereon for any labor or materials in connection with work of any character performed or claimed to have been performed on the Property at the direction or sufferance of Park District.

In the event any such lien is filed against any portion of the Property or any improvements thereon, Park District shall remove or cause to be removed such lien within thirty (30) days of written notice from Village. In the event Park District does not remove or cause to be removed such lien within said thirty (30) day period, Village shall have the right, but not the obligation, to cause such lien to be released and Park District shall pay on demand all of Village's costs in connection therewith, together with interest thereon at the interest rate set forth in Paragraph 11 hereof, accruing from and after the date of such demand until Village's receipt of full payment therefor. This provision shall survive the termination of this License.

10. Code Violation. Park District shall not permit any code violation to be filed against the Property or any improvements as a result of Park District's actions or activities.

In the event Park District receives notice of such a code violation, either from the Village or its successors, Park District shall remove or cause to be removed such violation within the time specified in said code violation notice. In the event Park District does not remove or cause to be removed such code violation within said time period, Village shall have the right, but not the obligation, to cause such violation removed and Park District shall pay on demand all of Village's costs in connection therewith, together with interest

thereon at the interest rate set forth in Paragraph 11 hereof, accruing from and after the date of such demand until Village's receipt of full payment therefor.

11. Breach by Park District. If Park District breaches any provision in this Agreement and fails to cure any such breach within ten (10) days after written notice thereof, in addition to any other right or remedy available at law or in equity, Village shall have the right, but not the obligation, to cure any such breach and Park District agrees to reimburse Village for the cost thereof upon demand, together with interest accruing thereon at an annual rate of interest equal to six (6%) from and after the date of Village's demand therefor until Village's receipt of full payment therefor.

12. No Warranty; Integration. Village hereby makes and has made no representations, statements, warranties or agreements to Park District in or in connection with this Agreement or the Property (except as provided in the Redevelopment Agreement). This Agreement embodies the entire understanding of the parties hereto, and there are no further or other agreements or understanding, written or oral, in effect between the Parties relating to the subject matter hereof.

13. Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or on the third (3rd) day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid or sent by facsimile transmission, as follows:

If to Village:

Village of Vernon Hills
290 Evergreen Drive
Vernon Hills, Illinois 60061
Attention: Village Manager
Fax: (847) 367-0880

With copies to:

Schain, Burney, Banks & Kenny, Ltd.
70 W. Madison Street, Suite 4500
Chicago, Illinois 60602
Attention: Robert C. Kenny
Fax: (312) 345-5701

If to Park District:

Vernon Hills Park District
294 Evergreen Drive
Vernon Hills, Illinois 60061
Attention: Jeff Fougerousse
Fax: (847) 996-6928

With copies to:

Charlene Holtz
Tressler, LLP
233 S. Wacker Drive
22nd Floor
Chicago IL 60606

14. Litigation Fees. In the event either Party shall use legal counsel to enforce this Agreement, the non-prevailing Party shall pay the legal fees of the prevailing Party.

15. Assignment. No Party shall delegate or assign this Agreement or any rights or duties hereunder (including by the merger or consolidation of a Party with any third person) without the prior, written consent of the other. This Agreement shall be binding upon and shall inure to the benefit of the Village and the Park District and the respective successors and permitted assigns of each upon execution hereof by the Village and the Park District. Two (2) duly executed duplicate originals of this Agreement shall be provided to each Party. This Agreement creates no rights as a third party beneficiary or otherwise in any person not a Party.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

17. No Waiver of Tort Immunity. Nothing contained in or implied from any provision of this Agreement shall constitute or effect a waiver by either Party of its rights, privileges, defenses and immunities under the Illinois Local Governmental and Governmental Employees Tort Immunity Act with respect to third parties.

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

Signatures are found on next page

VILLAGE:

VILLAGE OF VERNON HILLS,

an Illinois municipal home rule corporation

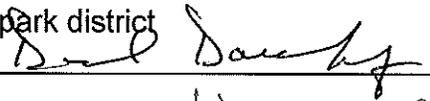
By:  _____
Michael Allison, Village Manager

Attest:  _____
Village Clerk  Deputy Village Clerk

PARK DISTRICT:

VERNON HILLS PARK DISTRICT,

an Illinois park district

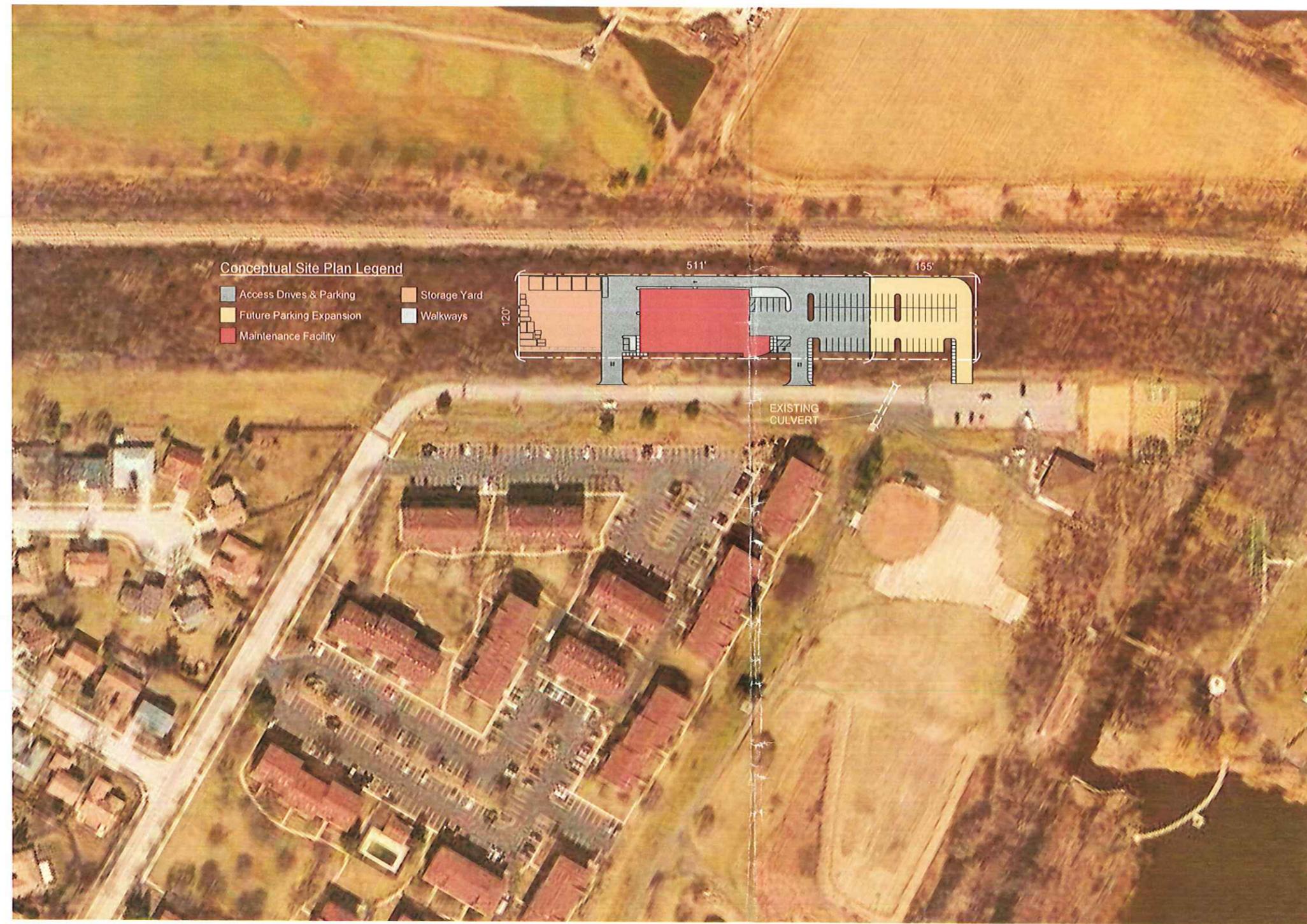
By:  _____

Printed Name: David Doerhoefer

Title: Park Board of Commissioners President

EXHIBIT A

EXHIBIT A Concept Plan



Conceptual Site Plan Legend

- Access Drives & Parking
- Future Parking Expansion
- Maintenance Facility
- Storage Yard
- Walkways

Architect's Seal & Signature

**PRELIMINARY
NOT FOR
CONSTRUCTION**

Drawn By: RAJ
Checked By: SKH

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The Hezner Corporation
Libertyville, Illinois 60049-2325

Date:	Issued For:

Project Title
Vernon Hills Park District

Park Maintenance Facility
1400 Indianwood Drive
Vernon Hills, IL 60061, USA

Sheet Title
**Conceptual Site
Parking Expansion Plan
(80,000 s.f. / 1.8 Acres)
69 Parking Stalls**

Architect's Project Number
C-843

CONCEPTUAL SITE
PARKING EXPANSION PLAN
1" = 60'-0"