

LICENSE AGREEMENT

WITNESSETH:

This License Agreement ("Agreement") is made and entered into as of this _____ day of _____, 2016, by and between the Village of Romeoville, an Illinois Home Rule Municipal Corporation ("Village") and Valley View Community Unit School District 365U ("District").

WHEREAS, District has entered into a lease of premises located at 801 Normantown Road, within the corporate limits of Village; and

WHEREAS, the above premises will be used by District as a new location for its Administrative Center; and

WHEREAS, District desires to construct additional parking spaces to serve the needs of the Administrative Center, some of which are to be in the location depicted and described on the attached Exhibit A, which location is within public road right-of-way for Normantown Road owned and maintained by the Village of Romeoville (the "Normantown Road Additional Parking Area"), and some of which are to be in the location depicted and described on the attached Exhibit B, which location is within property owned by the Village (the "North 40 Feet of Lot 28 Additional Parking Area"); and

WHEREAS, the Normantown Road Additional Parking Area and the North 40 Feet of Lot 28 Additional Parking Area are sometimes hereinafter collectively referred to as the "Additional Parking Areas"; and

WHEREAS, the Village is amenable to granting a revocable license to District to permit the District to construct parking spaces within the Additional Parking Areas to serve the needs of the Administrative Center, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, District and Village hereby agree as follows:

1. Recitals. The foregoing recitals are incorporated into this Agreement as if fully set forth in this Section 1.

2. Grant of License. Subject to the terms and provisions of this Agreement, the Village hereby grants a nonexclusive revocable license to District to permit the construction, use, maintenance and repair of parking spaces within the Additional Parking Areas, but such license shall not extend to the use of the Additional Parking Areas by District for any other purpose. The design and construction of all such parking spaces shall be subject to the review and approval of the Village in accordance with the applicable provisions of its ordinances.
3. Term of License. This Agreement and the license hereby granted shall be of even term with the District's lease of the Administrative Center premises, including any renewals or extensions thereof, and shall terminate upon the termination of the District's lease of the Administrative Center premises, or upon the District's cessation of the use of such premises as and for its Administrative Center, provided, however, that the Village also reserves the right to terminate such license with thirty (30) days prior written notice upon the commission of any breach of the terms or provisions of this Agreement, which breach remains uncured at the end of such thirty (30) day notice period, without prejudice to such other remedies for such breach as the Village may have at law or in equity. Notwithstanding the termination of any license created hereunder, District's obligations under Paragraphs 4 and 6 shall expressly survive any such termination. Any notice of termination hereunder which the Village may be required to send to District shall be deemed to have been sent by Village upon the date that Village deposits such notice in the U.S. mail addressed to District at District's last address known to Village.
4. Restoration Obligations of District. Upon any termination of the license created hereunder, District shall within 30 days of such termination, present to the Village for its review and approval a plan satisfactory to the Village in all respects for the removal of the parking spaces constructed pursuant to the terminated license, the removal of the parking spaces constructed in Lot 28 in the Lakewood Estates Subdivision pursuant to Village Ordinance No. 16-1310, and for the restoration of the Additional Parking Areas and Lot 28 in the Lakewood Estates Subdivision to substantially the condition in which they existed prior to the construction of such parking spaces. All such removal and restoration work to be performed by District shall at a minimum conform to all applicable Village ordinances and requirements, but the Village specifically retains the right hereunder to approve such plans in its sole and absolute discretion. Upon written approval by the Village of such plans, District shall thereafter have 90 days to complete the removal and restoration work to the satisfaction of the Village. District's obligations under this Paragraph shall not be discharged and satisfied until the Village issues a

written acceptance and approval of the removal and restoration work to District.

5. Ownership of Improvements and Infrastructure; Prior Easement Rights.

Village shall at all times retain title to, ownership of and control over and of any Village utilities or infrastructure presently or hereinafter located in the Additional Parking Areas, including but not necessary limited to sanitary sewer, potable water and storm sewer infrastructure as presently existing and as hereinafter improved, and to all other improvements of any nature or kind constructed or located by Village therein, except that nothing herein shall be construed to deem or denominate the Village as the owner of or in any way responsible for the parking spaces being installed therein under the license created hereby. District acknowledges that the use of the Additional Parking Areas contemplated herein is provided on an "as-is", "where-is" basis by the Village, that such use is subject to all rights of third parties shown of record in the Will County Recorder's Office, that District shall be responsible for resolving all conflicts with existing utility or other facilities located therein, and that District accepts the license for the use of the Additional Parking Areas on the terms and conditions set forth herein.

6. Indemnification. District hereby indemnifies, defends and holds harmless the Village and its officers, directors, employees and agents of and from any and all liabilities, claims, damages, costs, expenses or judgments and any judicial, governmental or regulatory proceedings or any other actions of any nature or kind whatsoever which may arise out of or relate to in any way or which are claimed to arise out of or relate to the Village's entry into this Agreement and the use of the Additional Parking Areas as contemplated herein. In the event the Village is made a party to any such event or proceeding identified herein, District shall indemnify, defend and hold harmless the Village from any such event or proceedings, and such indemnification obligation shall include, but not be limited to the obligations to pay all judgments, comply or bear the cost of the Village's compliance with all orders, injunctions, decrees or other like enforcement provisions directed against the Village and to pay the Village's reasonable costs and expenses of every nature and kind arising therefrom. The obligations of District hereunder shall specifically include but not be limited to the payment of reasonable attorneys' fees for the representation of the Village in such proceedings together with all expert witness or consultant fees and expenses, and court costs and fees. It is expressly understood that the Village shall have the right to employ all such attorneys to represent the Village. The Village shall have the right but not the duty to appeal to the courts of appellate jurisdiction any judgment, order, injunction or decree issued against the Village in this respect. The parties agree that this indemnification provision shall be liberally construed in favor of the Village and that this Section and that the indemnification and hold harmless

agreements contained herein shall survive any determination by a court of competent jurisdiction of the invalidity of the Agreement or any part thereof.

7. Insurance. District shall maintain in full force and effect at all times during the term of this Agreement policies of commercial general liability insurance, workers' compensation insurance, and automobile liability insurance with at least the limits and coverages depicted in the attached Exhibit C hereto, and shall cause the Village to be named as an additional insured under such insurance policies by written endorsement. Such insurance policies shall not be modified, terminated, canceled or allowed to lapse without thirty (30) days prior written notice to the Village.

IN WITNESS WHEREOF, District and Village have executed this Agreement all as of the date and year first above named.

"District"

Valley View Community Unit School District 365U

BY: _____
Steve Quigley, Board President

ATTEST: _____
Debbie Sykora, Board Secretary

"VILLAGE"

Village of Romeoville, an Illinois Municipal Corporation

BY: _____
John D. Noak, Village President

ATTEST: _____
Dr. Bernice Holloway, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

I, _____, a notary public in and for said County and State, certify that Steve Quigley, personally known to me to be the President of the Board of Education of Valley View Community Unit School District 365U and Debbie Sykora, personally known to me to be the Secretary of the Board of Education of Valley View Community Unit School District 365U, and whose names are subscribed to this instrument, appeared before me this day in person and severally acknowledged before me that as such President and as such Secretary that they signed and delivered said instrument pursuant to their lawful authority, as their free and voluntary act and as the free and voluntary act of the said Board of Education of Valley View Community Unit School District 365U.

Given under my hand and seal this _____ day of _____, 2016.

Notary Public

Exhibit A—Normantown Road Additional Parking Area

The Normantown Road Additional Parking Area consists of that portion of the Normantown Road right of way upon which additional parking spaces or portions thereof are to be constructed by the District, as depicted in the attached Site Plan prepared by Wight & Company, and dated as of October 11, 2016.

Exhibit B—North 40 Feet of Lot 28 Additional Parking Area

The North 40 Feet of Lot 28 Additional Parking Area is legally described as follows:

The North 40 feet of Lot 28 in Lakewood Estates, being a subdivision of the Northwest Quarter of Section 33, Township 37 North, Range 10 East of the Third Principal Meridian, in Will County, Illinois.

VALLEY VIEW COMMUNITY UNIT
SCHOOL DISTRICT 365-U

Wight

Wight & Company
wightco.com
2500 North Frontage Road
Darien, IL 60561
P 630.969.7000
F 630.969.7979

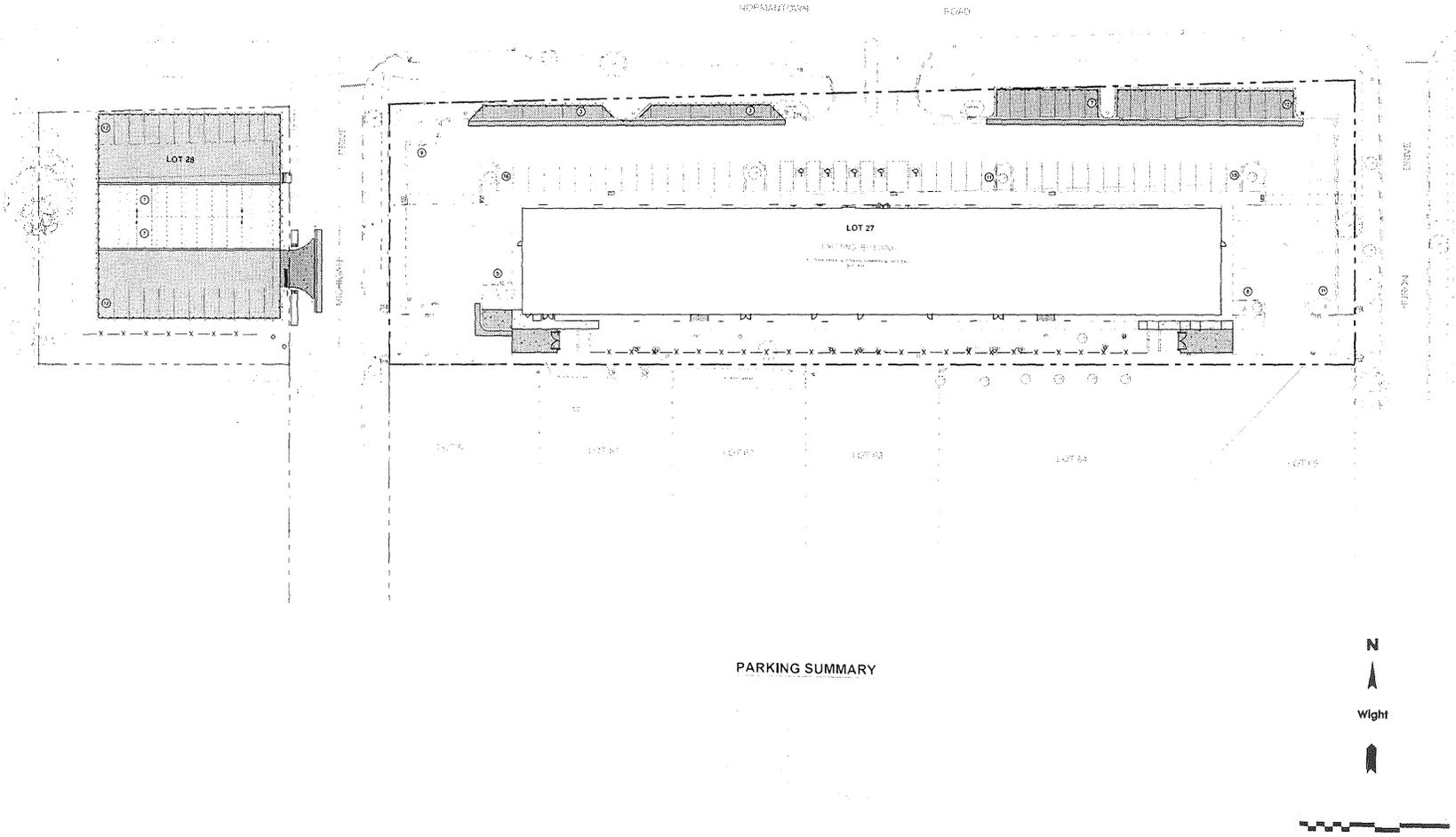
Valley View
Community Unit
School District 365-U
755 Dalhart Avenue
Romeoville, IL 60446

VALLEY VIEW
SCHOOL DISTRICT
PROPOSED ADMIN
PARKING LOT

801 NORMANTOWN ROAD
ROMEDEVILLE, IL 60446

OVERALL SITE PLAN

CO.02



PARKING SUMMARY

Exhibit C-District Insurance Limits and Coverages