

LICENSE AGREEMENT

WITNESSETH:

This License Agreement (“Agreement”) is made and entered into as of this _____ day of _____, 2018, by and between the Village of Romeoville, an Illinois Municipal Corporation (“Village”) and _____ (“Owner”).

WHEREAS, Owner owns certain property within the corporate limits of Village having a common address of _____ and legally described as follows:

(“Owner’s Property”); and

WHEREAS, rear yard fencing associated with the Owner’s Property constructed by Owner or its predecessor owner (“Existing Rear Yard Fencing”) is located within the Village’s public roadway right of way for Naperville Drive (“Naperville Drive”); and

WHEREAS, Village desires and proposes, at its cost and expense, to remove the Existing Rear Yard Fencing from Naperville Drive, and to construct replacement rear yard fencing (“New Rear Yard Fencing”) on the Owner’s Property adjacent, parallel and in close proximity to the rear lot line thereof, and to perform such work as may be necessary to connect the New Rear Yard Fencing with the side yard fencing on the Owner’s Property; and

WHEREAS, Village likewise desires and proposes to perform similar rear yard fencing replacement work on other properties with rear yards adjoining Naperville Drive and accordingly, the design and appearance of the New Rear Yard Fencing shall be consistent with the design of the replacement rear yard fencing to be installed on similarly situated properties but will not necessarily be consistent with side yard fencing presently within the Owner’s Property; and

WHEREAS, to facilitate the foregoing, Village desires to receive a license from Owner to allow it to enter upon the Owner’s Property for all purposes necessary to the installation of the New Rear Yard Fencing as provided for in this Agreement; and

WHEREAS, Owner is willing to grant and the Village is willing to accept such a license, all upon the terms and conditions more fully 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, Owner 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 Owner hereby grants a nonexclusive license upon the Owner's Property to the Village to permit the construction and location of the New Rear Yard Fencing on the Owner's Property adjacent, parallel and in close proximity to the rear lot line thereof, and to perform such work as may be necessary to connect the New Rear Yard Fencing with the side yard fencing on the Owner's Property. The license granted herein shall extend to such portions of the Owner's Property as reasonably necessary to permit the completion of the work associated with the construction of the New Rear Yard Fencing as contemplated herein ("License Area"). All work undertaken pursuant to the license herein granted shall be at the sole cost of the Village. The Village's use and enjoyment of the License Area (i) shall conform at all times to the applicable ordinances of the Village and (ii) shall be limited to such activities and purposes as are reasonably necessary to complete the installation and construction of the New Rear Yard Fencing as contemplated herein.
3. Restoration Obligations of Village. Village shall at its cost restore or repair any disturbance to Owner's Property caused by Village's use of the license created by this Agreement within thirty (30) days after the completion of a given activity for which the Village required the use of the license.
4. Removal and Disposition of Existing Rear Yard Fencing; Effect of Completion of Construction of New Rear Yard Fencing. By entering into this Agreement, Owner consents to the Village's removal and disposition of the Existing Rear Yard Fencing from Naperville Road by such means and in such manner as the Village deems appropriate at its discretion. Owner further acknowledges that from and after the Village's completion of the installation and construction of the New Rear Yard Fencing, it shall be the sole owner thereof, and responsible to maintain and repair the same in compliance with the ordinances of the Village.
5. Notice. Village shall undertake reasonable efforts to provide Owner with prior notice of Village's use of the license created under this Agreement. Such efforts may but need not include written notice. Addresses and phone numbers designated by the parties for the sending of any notices required or contemplated hereunder are set forth below. Each party shall be responsible to notify the other in the event of any change in the addresses or phone numbers to be used for the sending of notices contemplated hereby.

Notice to Village:

Village of Romeoville
Attn. Dawn Caldwell, Assistant Village Manager
1050 W. Romeo Road
Romeoville, IL 60446
(815) 886-7200

Notice to Owner:

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

“Owner”

BY: _____

ATTEST: _____

“VILLAGE”

Village of Romeoville, an Illinois Municipal Corporation

BY: _____

John 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 _____, personally known to me to be the _____, and _____, personally known to me to be the _____, and whose names are subscribed to this instrument, appeared before me this day in person and severally acknowledged before me that as such _____ and as such _____ 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 and for the uses and purposes therein set forth.

Given under my hand and seal this ____ day of _____, 2018.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

I, _____, a notary public in and for said County and State, certify that John D. Noak, personally known to me to be the Village President of the Village of Romeoville, Illinois, and Dr. Bernice Holloway, personally known to me to be the Clerk of said Village, 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 Clerk of the said Village they signed and delivered the said instrument and caused the corporate seal of the Village to be affixed thereto, pursuant to authority given therefore by the Board of Trustees of said Village. as their free and voluntary act and as the free and voluntary act of said Village. for the uses and purposes therein set forth.

Given under my hand and seal this ____ day of _____, 2018.

Notary Public