

MONUMENT SIGN POSITION LICENSE AGREEMENT

WITNESSETH:

This Sign License Agreement ("Agreement") is made and entered into as of this _____ day of _____, 2017, by and between the Village of Romeoville, an Illinois Municipal Corporation ("Village") and Subway ("Owner/Occupant").

WHEREAS, Owner/Occupant is currently the owner, occupant, tenant or developer of the property having a common address of 636 N. Independence, Romeoville, Illinois 60446 ("Owner/Occupant's Property") and described or depicted as set forth in Exhibit A; and

WHEREAS, Village is the owner of certain real property described in Exhibit B ("Village Property"), and has developed a portion of such property with a community center ("Community Center"), and in connection therewith has constructed permanent monument signage as depicted in Exhibit C ("Monument Sign") within the Village Property to advertise the Community Center and other uses within or in the vicinity of the Village Property; and

WHEREAS, Owner/Occupant's Property is within the vicinity of the Village Property, and Owner/Occupant desires to obtain the right to place a signage panel advertising Owner/Occupant's business within the Monument Sign; and

WHEREAS, the Village is willing to grant a license to Owner/Occupant to permit the placement of a sign panel advertising Owner/Occupant's business within the Monument Sign upon the terms and conditions hereinafter set forth, and Owner/Occupant desires to accept such a license from Village upon such terms and conditions.

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/Occupant 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 license to Owner/Occupant to place one sign panel containing the name and/or logo of the business conducted by Owner/Occupant from Owner/Occupant's Property. The design, size, color, material and other specifications for such sign panel shall be as set forth in Exhibit D to this Agreement. Village shall retain the right hereunder to select the position within the Monument Sign in which Owner/Occupant's sign panel shall be placed, and shall further retain the right to relocate such sign panel within the Monument Sign to another position of equal size at Village's expense. Village shall cause such sign panel to be prepared and placed by Village within the Monument Sign. Any costs associated with the preparation and placement of the panel will be at the sole cost of the Owner/Occupant. Any request by Owner/Occupant to modify or revise its sign panel as depicted in Exhibit D shall be subject to the review and approval of the Village at its discretion. Owner/Occupant acknowledges that the Monument Sign will contain multiple spaces for the placement of sign panels by the Village and others within the Monument Sign, and that the Village shall retain sole and exclusive control over the rights to place sign panels within the Monument Sign other than in the area to be occupied by Owner/Occupant's sign panel. Owner/Occupant shall be solely responsible for the reimbursement to the Village for the cost and expense to repair or replace its sign panel in the event that such sign panel shall be damaged by reason of any casualty or other cause.
3. Village Obligations. Village shall be solely responsible for the costs of the operation and maintenance of the Monument Sign, exclusive of costs of maintaining, repairing or replacing Owner/Occupant's sign panel, which maintenance, repair or replacement shall be performed by Village at Owner/Occupant's expense. Owner/Occupant shall reimburse Village for any maintenance, repair or replacement expenses within thirty (30) days after receiving an invoice from Village.
4. Ownership of Monument Sign. Village shall at all times retain title to, ownership of and control over the Monument Sign as hereinafter constructed and improved.
5. Term and Termination. The license created herein shall continue so long as Owner/Occupant shall operate and conduct a business from Owner/Occupant's Property, but in the event of (i) the sale or conveyance of Owner/Occupant's Property by Owner/Occupant, or the termination of Owner/Occupant's lease or right to use and occupy the Owner/Occupant Property for the conduct of its business, (ii) Owner/Occupant ceasing the operation and conduct of a business from Owner/Occupant's Property for a period of thirty (30) consecutive days or more, or (iii) Owner/Occupant

becoming more than thirty (30) days delinquent in the payment of any sums owed to Village hereunder, said license shall terminate and be of no further force and effect, without the necessity for further action by the parties, and the Village shall thereafter be permitted to remove and dispose of Owner/Occupant's sign panel at its discretion.

6. License Fee. Contemporaneously with the approval of this Agreement by the Village, and on each anniversary of such date thereafter so long as the license created hereunder remains in effect, Owner/Occupant shall pay to Village an annual license fee of \$1,000.00 per panel occupied. The license fee shall be in addition to any other costs or obligations for which Owner/Occupant is responsible hereunder.

Address to Where the Invoice Fee should be sent to:

Subway
Sonny Patel
345 Jennifer Lane
Roselle, IL 60172

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

"Owner/Occupant"

BY: _____

ATTEST: _____

"VILLAGE"

Village of Romeoville, an Illinois Municipal Corporation

BY: _____

John D. Noak, Village President

ATTEST: _____
Dr. Bernice Holloway, Village Clerk

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a notary public in and for said County and State, certify that _____, personally known to me to be the _____ and _____, 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 of the said _____ for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 2017.

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 therefor 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 _____, 2017.

Notary Public

