

Ordinance No. 14- 15

**AN ORDINANCE APPROVING A LICENSE AGREEMENT
WITH CHATHAM FRIENDS OF THE PARK, INC.
AND CHATHAM JAYCEES, INC.**

*BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF CHATHAM, SANGAMON COUNTY, ILLINOIS AS FOLLOWS:*

SECTION 1: That certain License Agreement between the Village of Chatham, Chatham Friends of the Park, Inc. and Chatham Jaycees, Inc., a copy of which is attached hereto, is hereby approved.

SECTION 2: The Village President shall execute the License Agreement on behalf of the Village, and the proper officers of the Village are authorized and directed to carry out the agreement by its terms.

SECTION 3: This Ordinance is effective immediately.

PASSED this 8 day of APR, 2014.

Thomas J Gray

VILLAGE PRESIDENT

ATTEST:

Pat School

Village Clerk



AYES: 5 CLAYTON BOYLE HOLDEN FORMER SCHAFFMAN
NAYS: 0
PASSED: 4-8-14
APPROVED: 4-8-14
ABSENT: 0 ABSTAIN: KIMSEY

This space for Recorder of Deeds

LICENSE AGREEMENT

The Village of Chatham, Illinois (“Village”) and Chatham Friends of the Park, Inc., an Illinois not-for-profit corporation and Chatham Jaycees, Inc., an Illinois not-for-profit corporation (together, “Licensees”), hereby agree as follows:

WHEREAS, the Village owns and operates a system of parks;

WHEREAS, Licensees frequently sponsor events in the Village's parks, including but not limited to events known as Chatham Sweetcorn Festival and Light Up the Park;

WHEREAS, such park activities are a benefit to the Village and a legitimate use of the parks, and the proceeds thereof are used to support local charities;

WHEREAS, Licensees have no place to store temporary structures and equipment used in connection with such activities;

WHEREAS, the Village has some space in its storage yard not presently being used for Village purposes but is reserved for future uses;

WHEREAS, the storage yard is located within property having the following legal description:

Part of the North Half of the Southeast Quarter of Section 13, Township 14 North, Range 6 West of the Third Principal Meridian, Sangamon County, Illinois, further described as follows:

Beginning at a steel fence post at the East Quarter corner of said Section 13; thence South 00 degrees 00 minutes 00 seconds East, 80.00 feet along the East line of said Half-Quarter Section; thence North 89 degrees 55 minutes 46 seconds West, 264.00 feet along a line parallel with and 80,00 feet Southerly of the North line of said Half-Quarter Section; thence South 00 degrees 00 minutes 00 seconds East, 293.91 feet to the Northwest corner of Prairie View Estates; thence continuing South 00 degrees 00 minutes 00 seconds East, 700,00 feet along the West line of said subdivision; thence North 89 degrees 59 minutes 16 seconds West, 749.76 feet; thence South 00 degrees 00 minutes 00 seconds East, 250.00 feet to a point on the South line of said Half-Quarter Section; thence North 89 degrees 59 minutes 16 seconds West, 894.66 feet along said South line to a point on the Easterly right-of-way line of the Southern Pacific railroad; thence North 20 degrees 57 minutes 32 seconds East, 1418.84 feet along said Easterly right-of-way line to a point on the North line of said Half-Quarter Section; thence South 89 degrees 55 minutes 46 seconds East, 1400.91 feet along said North line to the Point of Beginning. (the "Property")

Parcel No. : Part of 28-13.0-400-013

Common Address: No Common Address, Chatham, Illinois 62629

WHEREAS, there is sufficient space in the storage yard not necessary for current operations of the Village and sufficient for Licensees to erect a storage building for storage of such structures and equipment.

NOW, THEREFORE, the parties agree as follows:

1. Village grants Licensees a license to erect a storage building not greater than 40 feet by 120 feet in size and with a height not exceeding 25 feet on the Property in a precise location to be designated by the Village Manager, and thereafter to access and use such storage building and associated parking area designated by the Village Manager for the storage of,

construction of and maintenance on, temporary structures and equipment used in connection with Licensees' activities in Village's parks.

2. The term of this Agreement shall be through and including December 31, 2034 unless the Agreement is sooner terminated as follows:

a. Licensees may terminate this agreement at any time with written notice to Village.

b. Village may terminate this agreement with respect to either Licensee in the event that either Licensee ceases to exist by being voluntarily or involuntarily dissolved by the Illinois Secretary of State; for material breach of any condition herein which breach is not remedied within 30 days' notice; or on 180 days' notice if the Village determines that it needs the space for its own operations.

3. Licensees shall design, construct and maintain the storage building in accordance with Village building and property maintenance codes. The building shall not be used for social events or for any for-profit activity or any other purpose other than those set forth in this License Agreement. No alcoholic beverages shall be brought on or consumed on the premises.

Licensees shall keep the building locked at all times when not in uses and shall provide a key to a Village officer or employee designated by the Village, and Village may enter the building at any time to monitor compliance with the terms of this Agreement. Licensees shall be solely responsible for the condition of the building, and shall be solely liable for any injuries to persons or property caused in whole or in part by conditions of the building or activities of Licensees, their officers, directors, members and agents on the Property, and shall indemnify and hold the Village harmless for any claims or cause of action resulting from such injuries to persons or property. Licensees shall insure the building and provide liability insurance for Licensees'

activities on the Property in such amounts as are reasonably determined from time to time by the Village Board, and shall name the Village as an additional insured on any such policy.

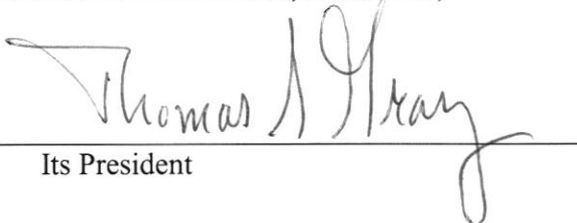
4. The license granted hereunder is limited to Licensees and their authorized officers, directors, members and agents. This license is nontransferable.

5. Licensees' building shall be owned by Licensees during the term of this Agreement. Upon expiration of this Agreement or termination of this Agreement with respect to both Licensees, Licensees may at their option: (a) remove the building within 60 days of expiration or termination; or (b) donate the building to the Village. If the building has not been removed within 60 days of termination, it shall be deemed to have been donated to the Village. All personal property of a Licensee shall be removed within 60 days of termination of this Agreement with respect to the Licensee or expiration of this License Agreement; if it has not been removed, Village may dispose of the personal property in its discretion.

6. This License Agreement is effective when approved by ordinance of the Village and executed by the Village President and the chief executive officers of the Licensees.

AGREED this 8 day of APRIL, 2014.

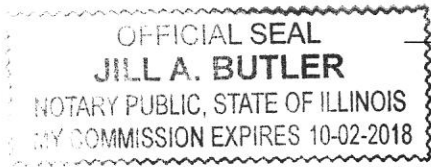
VILLAGE OF CHATHAM, ILLINOIS,

By: 
Its President

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

The undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Tom Gray, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 8th day of April, 2014



Jill A. Butler
Notary Public

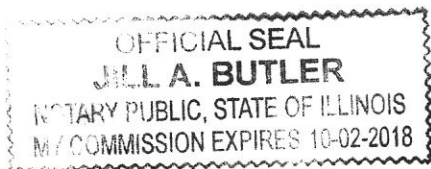
CHATHAM FRIENDS OF THE PARK,

Jared Koester
By: _____
Its Chairman

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

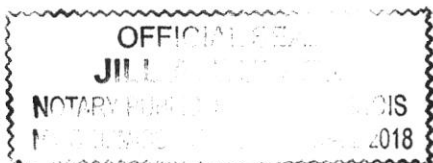
The undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Jared Koester, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 8th day of April, 2014



Jill A. Butler
Notary Public

CHATHAM JAYCEES, INC.,



By: Jay Hoffman
Its President

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

The undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Jay Hoffman, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 9th day of April, 2014



Jill A. Butler
Notary Public

Exempt under the provisions of 35 ILCS 200/§31-45, paragraph (e), of the Real Estate Transfer Tax Act.

Date: _____

[Signature]

Prepared By / Return To:
John M. Myers
Rabin & Myers, PC
1300 South 8th Street
Springfield, Illinois 62703

