

This document prepared by:

Village of Orland Park
Director of Public Works
15655 S. Ravinia Avenue
Orland Park, Illinois 60462

**CONCRETE MONUMENT LICENSE AGREEMENT
(TCCI, LLC – 7010 W. 159th STREET)**

This CONCRETE MONUMENT LICENSE AGREEMENT (“License Agreement”) entered into this 29 day of SEPT, 2021 (the “Effective Date”), by and between the VILLAGE OF ORLAND PARK, an Illinois Municipal Corporation and Home Rule Unit (hereinafter referred to as the “Village”), and TCCI, LLC, an Illinois limited liability company (hereinafter collectively referred to as “Owner”).

RECITALS:

A. The Property subject to this Agreement and legal title to which is vested in the Owner referenced above is legally described as follows:

LOT 1 OF STERLING RESUBDIVISION, A PART OF THE SOUTHWEST ¼ OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL BEING IN THE VILLAGE OF ORLAND PARK, COOK COUNTY, ILLINOIS, PER PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON JULY 12, 1993 AS DOCUMENT NO. 93530909.

P.I.N. 28-18-310-014-0000

The said property is hereinafter referred to as the “Subject Property”.

B. Village and Owner now wish to enter this Agreement regarding the Subject Property for the placement of a monument sign for the Village, to be maintained by the Village, as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Village and Owner agree as follows:

1. Grant of Access. Owner hereby grants a License to and establishes, for the benefit of the Village, access over and across that portion of the Property described on the attached Exhibit A (the “Concrete Monument Sign Area”) for the purpose of installing, constructing, repairing, maintaining, and replacing a monument sign for the Village (the “Sign”), which shall be substantially similar to the sign described on Exhibit B attached hereto. The foregoing agreement

shall include the non-exclusive right of access to the Monument Sign Area over the remainder of the Property for installing, maintaining, and replacing the Sign.

(a) Owner grants the Village a License and permission to remove the existing monument sign and foundation currently located on the Subject Property.

(b) Additionally, Owner grants the Village a License and permission to remove the existing tree, hereby marked on Exhibit A, in order to install the new monument Sign.

2. Maintenance of Sign. The Sign erected upon the Concrete Monument Sign Area shall be maintained, repaired, and replaced in good condition by the Village at its sole expense. The size, location, and height of the Sign, once installed, will not be changed or modified by the Village without the consent of the Owner, which consent will not be unreasonably withheld, conditioned, or delayed.

3. Continued Use of Property. Owner and each subsequent owner of the Property shall retain the right to use the Property in any way that does not materially interfere with the License and sign rights granted hereunder to the Village; provided, however, that in no event shall any buildings or other structures be erected in the Concrete Monument Sign Area or obstruct the Sign.

4. Term. This agreement and all other rights and obligations established hereby shall be perpetual; provided, however, that the Village may, upon notice to Owner, terminate this License Agreement and remove the Sign from the Concrete Monument Sign Area. Upon termination of this License Agreement, the Village shall re-deliver possession of the Concrete Monument Sign Area, with the Sign removed, to Owner in good order, condition and repair, normal wear and tear accepted.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, successor owners of record of the Subject Property, assignees, lessees and upon any successor municipal authorities of said Village and successor municipalities.

7. Choice of Law. This License Agreement is entered into and shall be interpreted governed and enforced under the laws of the State of Illinois, and the parties agree that venue in relation to any legal action brought with respect to this License Agreement shall be in the Circuit Court of Cook County, Illinois.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

8. Merger Clause and Amendment. This License Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and supersedes any prior understandings and/or agreements between the parties. Any representations, agreements, promises or understandings not expressly set forth herein are hereby rendered null, void and of no legal effect. This License Agreement may be amended only by the written agreement of the parties hereto.

9. Authority. The parties represent that each, respectively, has full right, power and authority to execute this License Agreement.

10. Notice Requirements. All notices, demands, elections, and other instruments required or permitted to be given or made by any party upon one or more of the others under the terms of this License Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by messenger, delivery, overnight delivery courier, or certified or registered mail with proper postage prepaid to the respective addresses shown below or to such other party or addresses as either party may from time to time furnish to the other in writing.

(A) Notice to Village
Shall be sent to:

Village of Orland Park
Attention: Village Manager
14700 South Ravinia Avenue
Orland Park, Illinois 60462

(B) Notice to Owner
Shall be sent to:

T. C. C. I.
2360 SUNSET DR.
INVERNESS IL 60067

11. Effective Date. This License Agreement shall become effective upon the date of execution by the last of the representatives of the parties as set forth below.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

VILLAGE OF ORLAND PARK, an Illinois
Municipal Corporation

By: _____
Village President

ATTEST:

By: _____
Village Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that KEITH PEKAU, personally known to me to be the President of the Village of Orland Park, and PATRICK R. O’SULLIVAN personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2021.

Notary Public

Commission expires: _____

TCCI, LLC

By: Maria Vlahakis
Maria Vlahakis,

By: Nick Psychogios
Nick Psychogios,

STATE OF ILLINOIS)
COUNTY OF Cook) SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named MARIA VLAHAKIS and NICK PSYHOGIOS, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 30th day of September, 2021.

Mary Jo Lundin
Notary Public
Commission expires: 10/26/23

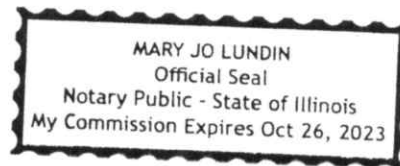


EXHIBIT A

CONCRETE MONUMENT SIGN AREA

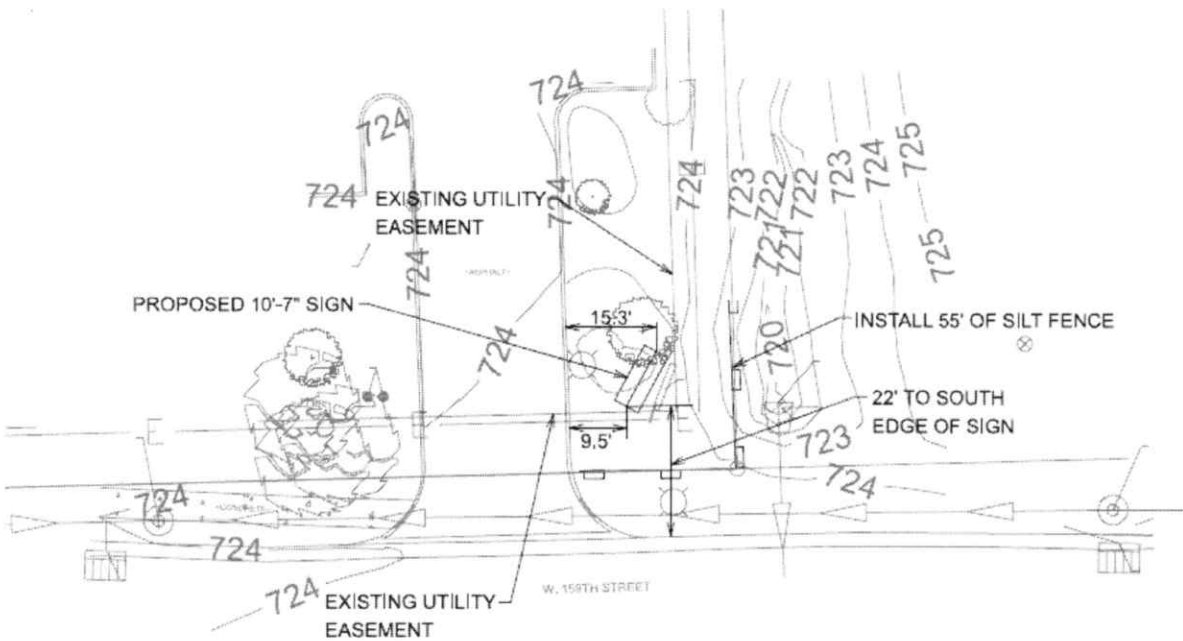
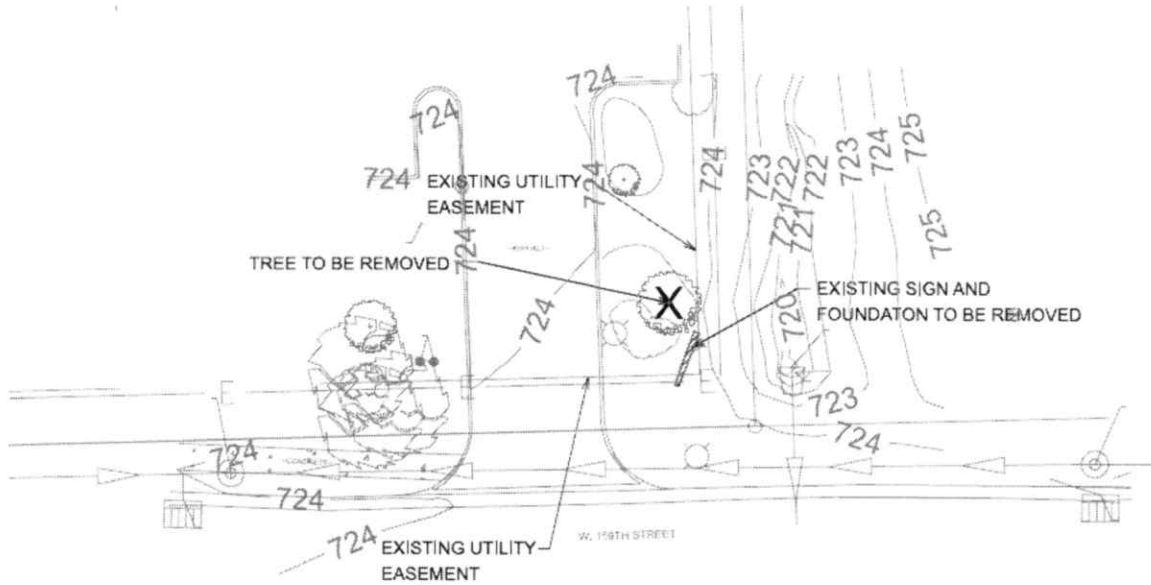


EXHIBIT B

PROPOSED CONCRETE MONUMENT SIGN

