

VILLAGE OF ORLAND PARK DEVELOPMENT SERVICES DEPARTMENT

**LICENSE
AGREEMENT FOR
ORLAND PARK HISTORIC
MARKERS**

WHEREAS, the Village of Orland Park, Cook and Will Counties, Illinois (the "Village") has adopted a Historic Marker Program (the "Program") for buildings that are determined by the Village to be Orland Park Landmarks or Old Orland contributing structures; and

WHEREAS, under the Program, buildings that are Orland Park Landmarks or Old Orland contributing structures are eligible for a historic marker that will identify the building's status and/or commemorate the building's significance to the community as a cultural, historic and educational asset; and

WHEREAS, for safety purposes the historic markers will be placed approximately five (5) feet inside the property line at locations approved by the property owner where the marker can be read by passers-by while they gaze at the building.

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

1. _____ ("Owner") is the owner of the property at _____ in the Village and hereby grants to Village a license to enter upon the property to construct, maintain and repair (as necessary) a historical marker upon the property. The marker shall be the property of the Village and is subject to the exclusive control of the Village. The Owner shall not attempt to convey, sell or otherwise transfer the marker. A conveyance, sale or transfer of the marker is void unless made pursuant to written permission of the Village. Upon discovery that the historical marker has been stolen, marred, vandalized or otherwise damaged, the Village may repair or replace the marker and/or take any action necessary to recover the repair or replacement cost of the marker.

2. The marker shall be a bronze plaque 1'-6" x 1'-0" in size mounted at a height of 3'-6" inches above the ground on a pole 2.375" in diameter, as shown on Exhibit A, attached hereto. The Village may copyright the text on the marker and may register as a trademark or service mark any logo, seal or emblem associated with the marker.

3. The marker shall be placed by the Village five (5) feet inside the property line at approximately the location shown on Exhibit B attached hereto.

4. Owner will maintain the yard around the marker, including but not limited to mowing the grass and keeping weeds down.
5. Owner may place ornamental plantings around the base of the marker pole, but shall not allow plantings or vines to grow to a height that obscures the marker or take any other action that obstructs the marker. Owner shall not damage, destroy, remove, tamper with or alter the marker in any way without the Village's written permission. The marker may be moved to and placed at a nearby location only if the Village has given written permission for the move.
6. The license is revocable by the Owner upon giving the Village 60 days written notice of revocation. Upon termination of the license, the Village shall, at its own cost, remove the marker from the property.
7. The license granted by Owner is personal to the Village and its employees and may not be transferred to any other entity without written permission of Owner.
8. The Village shall indemnify and hold harmless Owner from any injury or damage to the person or property of third parties not caused by negligent or willful acts of Owner or of the injured party arising out of the placing or presence of the marker on the property. The liability of the Village does not extend to damage or loss which is attributable to misconduct or negligence on the part of the Owner or a person for whom the Owner is responsible or a third party.
9. Nothing in this Agreement shall serve to create any historic designation, building code requirements, or additional Historic Preservation Review Commission obligation that were not imposed upon Owner prior to entering into this Agreement. Moreover, it is not the intent of the parties to place the subject property on any historic registry now or at any time in the future based upon the installation of the aforementioned historical marker.

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DATED this_____ day of _____,2013

VILLAGE OF ORLAND PARK

OWNER

By: _____

By: _____

Its _____

Its _____

ATTEST:

By:_____
Its Village Clerk