

RESOLUTION – 2020-0106

NON-EXCLUSIVE PARKING LOT LICENSE

THIS AGREEMENT and LICENSE made and entered into this ___ day of ____, 2020, by and between the City of Rochelle, an Illinois municipal corporation (“*Licensee*”) and Ogle County, a duly organized and existing county of the State of Illinois (“*Licensor*”), collectively (the “*Parties*”).

WITNESSETH

WHEREAS, the Licensor is the owner of parking lots abutting the south and north facing portion of certain property commonly known as 510 Lincoln Hwy., Rochelle, Illinois 61068 and represented by PIN 24-24-335-003, 24-24-335-006 and 24-24-335-007 (“Property”); and

WHEREAS, pursuant to 55 ILCS 5/5-11007 of the Illinois Municipal Code, the Licensor may locate, license and regulate parking lots within its municipal borders; and

WHEREAS, the Licensor desires to issue a non-exclusive license to Licensee for the use of certain parking privileges at said Property; and

WHEREAS, the Licensee is a municipal entity that needs additional parking for its employees and members of the public; and

WHEREAS, as a condition to the grant of this license, the Licensee must agree to provide snow removal services on the Property and the parking areas owned by Licensor on the properties located at the corner of W. 6th Avenue and Lincoln Highway and represented by PIN’s 24-24-335-003, 24-24-335-006 and 24-24-335-007 in the same timely manner it removes snow on all of its other municipally owned lots in Rochelle, Illinois; and

WHEREAS, the Licensor and the Licensee believe and hereby declare that the use of said Property by the Licensee will enhance the use of the Property; and

NOW, THEREFORE, in consideration of the foregoing recitals and of the terms and conditions hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby acknowledge, the parties hereby agree as follows:

Section 1. Incorporation of Recitals. The preambles set forth hereinabove are incorporated herein as substantive provisions of this Agreement as if fully set out in this Section 1.

Section 2. Grant. Licensor agrees and hereby grants to Licensee, a license for the full use the Property for the purposes of making parking available to its employees and members of the public. Grantee shall have the right to post a sign, with language to be approved by Grantor, near the 6th Street and 6th Avenue entrance of the property, which designates the Licensed Area as a parking area for Ogle County and City of Rochelle business

Section 3. Non-Exclusive Grant. The privilege granted herein is not exclusive and Licensor reserves the right at any time to use or occupy the Property and/or Licensed Area for its own uses. Licensee understands and acknowledges that the Grantor shall have the right to use the parking lot, if and when the Emergency Operations Center is activated and that all non-government vehicles shall be removed from the parking lot within one hour of receiving notice of the activation if determined to be necessary by Licensor.

Section 4. Liens. Licensee, its agents, intendent contractors and/or employees, shall not suffer or permit any mechanic's lien, judgement lien or other lien of any nature whatsoever to attach or be against the Property or License Area, or any portion thereof. The Licensee shall promptly pay all contractors, sub-contractors or material men providing work or materials for the Improvements and shall not suffer or permit the filing of any mechanics lien on behalf of said parties against the Licensor with respect to the Property or License Area. Should any such lien be filed, the Licensee and Licensor shall have the right to contest the same.

Section 5. Improvements and Maintenance. Any Improvements or Maintenance of the Licensed Area shall be performed by the Licensor.

Section 6. Assignment. Licensee shall not assign or otherwise transfer its right in whole or in part under this Agreement without the express written consent of the Licensor.

Section 7. Hold Harmless and Indemnification. Licensee hereby indemnifies, releases and holds Licensor harmless, and agrees to defend Licensor from any and all liability, causes of action, suits, damages or demands of whatever nature arising out of the conduct of Licensee, its officers, contractors, agents and/or employees under the exercise of the privileges herein grant. This indemnity is intended as a full and complete general indemnity and shall include Licensee's responsibility for any attorneys' fees incurred by Licensor in defense of any claims or actions brought by third parties against Licensor as a result of privileges granted to Licensee herein.

Section 8. Financial Responsibility/No Third-Party Beneficiaries. Licensor shall have no financial responsibility or obligation to Licensee or any third party as a result of Licensor's granting the privileges described herein to Licensee. This Agreement creates no rights, title or interest in any person or entity whatsoever, other than the Licensee and Licensor.

Section 9. No Lease or Easement. Licensee expressly acknowledges that nothing herein is intended to create a possessory interest of the Licensee and, accordingly, this Agreement shall not be construed as a lease, easement or any other interest running with the land. Neither this Agreement nor any summary or memorandum thereof shall be recorded with any public authority.

Section 10. Relationship of the Parties. Under no circumstances shall this Agreement be construed to create a relationship of agency, partnership, joint venture, or employment between the Licensor and the Licensee.

Section 11. Term. This License shall remain in effect for a period of Five (5) years. The Licensor may grant two additional Five (5) year extensions, upon approval of the County Board

for Ogle County. In addition, this License shall be revocable upon the discretion of the Licensor, should it determine that the Licensed Area is not being properly utilized by Licensee.

Section 12. Damage and Destruction. Licensor and its officers, contractors, agents and/or employees shall not be liable or responsible to Licensee for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, or court order, or for any damage, inconvenience which may arise from this Agreement, other than that caused by its own officers, agents and/or employees.

Section 13. Miscellaneous. This Agreement sets forth the entire understanding of the parties, and may only be amended, modified or terminated by a written instrument signed by the parties unless herein otherwise provided. Either party's waiver of any breach or failure to enforce any of the terms or conditions of this Agreement, at any time, shall not in any way affect, limit or waive that party's right thereafter to enforce or compel strict compliance with every term and condition hereof.

Section 14. Effective Date. This Agreement shall become effective upon execution by both parties hereto.

Section 15. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

Section 16. Notices. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

If to Licensee:
City of Rochelle:
Attn: City Manager
Jeff Fiegenschuh
420 N. 6th Street
Rochelle, Illinois 61068

If to Licensor:
Ogle County Board
Attn: Chairman John Finrock
105 S. 5th Street- Suite 104
Oregon, Illinois 61061

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

City Manager

ATTEST:

CITY CLERK

Ogle County

ATTEST:

COUNTY CLERK