

**LICENSE AGREEMENT FOR THE USE OF  
PUBLIC SPACE FOR DUMPSTER ENCLOSURE AND STORAGE**

This License Agreement (“Agreement”) has been entered into this \_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Aurora, an Illinois home rule municipal corporation (the “Municipality” or “Licensor”) and RGV Investments, an Illinois corporation (the “Licensee”), The Municipality and the Licensee are at times herein referred to collectively as the “Parties”.

**WHEREAS**, the Municipality is the owner of certain property that is known as 14 W. Galena, located within the corporate boundaries of and controlled by the Municipality; and

**WHEREAS**, 14 W. Galena, is landlocked because the building immediately abuts the property lines; and

**WHEREAS**, RGV Investments owns the property known as 31 W. Downer Place, in Aurora, Illinois which is adjacent to 14 W. Galena as shown on the map attached hereto as **Exhibit “A”** and made a part hereof; and

**WHEREAS**, Licensee desires to use a portion of 14. W. Galena for the purpose of constructing a twelve by twenty (12x20) foot concrete pad and fence enclosure for the purposes of storing two dumpsters thereon (the “Licensed Area”); and

**NOW, THEREFORE**, the Municipality grants the Licensee a license to construct a City approved concrete pad, retaining wall, black gate and privacy fence and to store dumpster(s) upon the Licensed Area in accordance with the following terms and conditions:

**Section 1. Term.** Subject to the other provisions below, the Licensee may use the Licensed Property Area in accordance with this Agreement from the Effective Date of this Agreement (defined below at Section 22) for a period of twenty (20) years.

**Section 2. Condition of Premises.** The Licensee accepts the Licensed Area in its existing condition as of the Effective Date of this Agreement. The Licensee acknowledges that it has inspected the Licensed Area and acknowledges that it is in good condition. The Municipality makes no representations or warranty with respect to the condition of the Licensed Area. Licensee acknowledges that the Municipality has made no representations or promises to Licensee to repair, alter, repave or otherwise improve the condition of the Licensed Area.

**Section 3. Use, Compliance with Laws and Conditions of Operation.** The Licensee shall be permitted to use the Licensed Area for storing two (2) standard 3’ by 5’ commercial dumpsters. Licensee’s use of the Licensed Area is contingent upon its continuing compliance with all statutes, ordinances, requirements and laws. In addition, Licensee, at its own cost and expense, agrees to the following conditions of use:

- a. All garbage must be properly placed in dumpsters, with lids secured.
- b. Dumpsters shall not be overflowing or filled to any capacity with which lids cannot be closed and secured.

c. Gate should remain closed and secured at all times.

d. Fence should be kept in good condition and should provide screening from the outside looking in.

**Section 4. Care, Maintenance and Restoration of Premises.** Licensee shall, at its own expense and at all times, be responsible for maintaining the Licensed Area in good condition, and in compliance with all statutes, ordinances, requirements and laws. Upon termination of this Agreement, Licensee shall return the Licensed Area in the same condition as it existed on the Effective Date of this Agreement, ordinary wear and use by the public and the Municipality excepted. Licensee shall, at its own cost, restore the Licensed Area to its condition as of the Effective Date upon completion of its use for the purposes outlined herein under this Agreement, unless there is a further agreement between the Municipality and the Licensee to retain the concrete pad, retaining wall, gate and fenced enclosure. The Municipality may direct Licensee to make such repairs and restorations as the Municipality deems necessary in order to so restore the Licensed Area to its previous condition.

**Section 5. Interference.** Licensee represents and warrants that its use of the Licensed Area shall not interfere in any way with the use of the remaining public area owned by the Municipality. Licensee shall not utilize or occupy any area other than the Licensed Area within 14 W. Galena.

**Section 6. Assignment.** This Agreement may not be assigned by Licensee without the prior written consent of the Municipality. In the event of Licensee's unauthorized assignment, this Agreement shall immediately terminate.

**Section 7. Entry and Inspection.** Licensee shall permit the Municipality and the Municipality's agents to enter upon the Licensed Area at any time, with or without notice, for the purpose of inspecting the Licensed Area for compliance with the terms of this Agreement.

**Section 8. Release, Hold Harmless and Indemnification.** Licensee agrees as follows:

- A. **Release Of Claims:** Licensee agrees to waive and relinquish any and all claims, demands or causes of action of any kind, including but not limited to death, damages, or economic and non-economic damages or losses, that it or its members, officers, employees, volunteers, customers and agents may have against the Municipality and its officers, appointed and elected officials, employees, agents, attorneys, engineers and volunteers arising out of, connected with or in any way associated with the Licensed Area or this Agreement.
- B. **Risk Of Injury:** Licensee assumes the full risk of injuries, death, damages or losses of any kind which it or its employees, customers or members of the public may sustain in any way in, on or about the Licensed Area or the pergola or outdoor seating area.
- C. **Indemnity and Defense:** Licensee agrees to protect, indemnify, save and hold forever harmless and defend the Municipality and its officers, appointed and elected officials, employees, agents, attorneys, engineers and volunteers from and against any and all liabilities, obligations, claims, damages of any kind, penalties, causes of action, costs

and expenses brought by any person, including Licensee and their members, officers, officials, employees, contractors, subcontractors, volunteers, customers and agents, arising out of, connected with or in any way associated with the approval, existence, use or operation of the Licensed Area or any provision or section of this Agreement.

**Section 9. Insurance.** During the term of this Agreement, Licensee agrees to have the Municipality and its officers, appointed and elected officials, employees, attorneys, engineers, volunteers and agents named as additional insureds on its insurance policies related to the operation of the Business and the outdoor seating area for the purposes stated herein. Licensee shall provide the following types of insurance, written on the comprehensive form and as an “occurrence” policy, in not less than the following amounts:

- a. Comprehensive General Liability (\$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate).
- b. Umbrella Coverage (\$1,000,000.00 per occurrence and \$1,000,000.00 in aggregate).
- c. Workers Compensation – Statutory.

Licensee shall provide the Municipality with satisfactory proof of the above insurance requirements in the form of a certificate executed by an insurer with no less than an A rating by the most recent “AM Best Insurance Rating Guide.” Copies of the insurance certificate(s) shall be attached as **Exhibit “D”**. Said certificates shall list the Municipality and its officers, appointed and elected officials, employees, attorneys, engineers, volunteers and agents as additional insureds on all required insurance policies as follows: “THE MUNICIPALITY AND ITS FORMER, CURRENT AND FUTURE APPOINTED AND ELECTED OFFICIALS, EMPLOYEES, ATTORNEYS, ENGINEERS, AGENTS AND VOLUNTEERS ARE AN ADDITIONAL INSURED, ON A PRIMARY AND NON-CONTRIBUTORY BASIS UNDER THE INSURED’S POLICIES, WITH REGARDS TO THE USE OF LICENESED PUBLIC PROPERTY.” The insurance coverage of Licensee shall be primary to the Municipality’s own insurance. The certificates shall provide for a thirty (30) day written notice to the Municipality in the event of cancellation or material change of coverage.

**Section 10. Additional Alterations.** Except for the construction of the twelve by twenty (12x20) foot concrete pad and fence enclosure (as shown on **Exhibit A**), Licensee shall not, make any alterations, additions or improvements to the Licensed Area without first obtaining the written consent of the Municipality.

**Section 11. Default.** Each of the following acts or omissions of Licensee or occurrences shall constitute an “Event of Default”:

- a. Failure or refusal by Licensee to comply with any of the obligations of Licensee set forth in this Agreement or the Municipality Municipal Code, including failure to pay any fee or charge owed to the Municipality when due; or
- b. Closure of the Business for any reason for more than a consecutive fourteen (14) day period, other than for remodeling.

**Section 12. Municipality's Remedies on Default.** If Licensee defaults in the performing of any of the other covenants or conditions hereof, or in the occurrence of any Event of Default, the Municipality shall give Licensee notice of such default, and if Licensee does not cure any such default within seven (7) calendar days after the giving of such notice (or if such default is of such nature that it cannot be completely cured within such period, if Licensee does not commence such curing within seven (7) calendar days and thereafter proceeds with reasonable diligence and in good faith to cure such), then the Municipality may terminate this Agreement. Upon termination of this Agreement, Licensee shall quit and surrender the Licensed Area to the Municipality. Where other provisions of this Agreement call for a different notice period or for an immediate termination of the License under certain specified circumstances, the time limitations in those provisions shall control over this Section.

**Section 13. Non-Waiver.** Failure by Licensee or the Municipality to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but Licensee and the Municipality shall have the right to enforce the terms and conditions of this Agreement at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

**Section 14. Attorney's Fees.** In case suit should be brought by the Municipality for recovery of the Licensed Area, enforcement of the terms of this Agreement or because of any act, which may arise out of the possession of the Licensed Area, the Municipality shall be entitled to all litigation costs incurred in connection with such action, including reasonable attorneys' fees and expenses and consultant and witness fees and expenses.

**Section 15. Option to Renew.** This Agreement is not renewable and a new License is required each year the Licensee applies for a permit.

**Section 16. Notices.** Any notice which the Municipality or the Licensee may be required or is required to give shall be given by hand delivery or mailing the same, by United States Registered or Certified Mail, postage prepaid, to:

to LICENSEE	to CITY	with a Copy to:
Ram Karumuri	Mayor's Office	Corporation Counsel
RGV Investments	City of Aurora	City of Aurora
31 W. Downer Place,	44 E. Downer Place	44 E. Downer Place
Aurora, IL 60506	Aurora, IL 60507	Aurora, IL 60507

**Section 17. Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**Section 18. Right to Terminate.** The Municipality may terminate this Agreement at any time and for any reason upon thirty (30) calendar days written notice to Licensee or immediately in the event that if the health, welfare and safety of the public warrants revocation. In

the event the Municipality exercises its right to terminate this Agreement, Licensee agrees to restore the Licensed Area to its condition as of the Effective Date, as required by Section 4. If Licensee's permit is revoked or otherwise terminated for any reason, this Agreement shall terminate automatically upon such revocation or termination.

**Section 19. Venue.** The Parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Kane County, Illinois and the Parties consent to the personal jurisdiction of said Court for any such action or proceeding. This Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.

**Section 20. Complete Defense.** It is expressly understood and agreed by the Parties that this Agreement may be pleaded by the Municipality as a complete defense to, and in bar of, any and all claims or causes of action of any kind brought, maintained or conducted by the Licensee, Business or by a third party in connection with or on account of any of the matters set forth in this Agreement. The Parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.

**Section 21. Authority to Bind.** The Parties warrant and represent that the execution, delivery of and performance under this Agreement is pursuant to authority, validly and duly conferred upon the Parties and the signatories hereto.

**Section 22. Effective Date.** This Agreement shall become effective upon the date of execution by the Mayor of Municipality and the Licensee, which date shall be inserted on page 1 hereof.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date of the last signatory below, which date shall be inserted on page 1 of this Agreement.

**CITY OF AURORA,**

**LICENSEE, RGV Investments**

By: \_\_\_\_\_  
Richard Irvin, Mayor

By: \_\_\_\_\_  
Ram Karumuri, Building Manager

Attest: \_\_\_\_\_  
Jennifer Stallings, City Clerk

Attest: \_\_\_\_\_  
(Name, Title)

Date: \_\_\_\_\_, 2023

Date: \_\_\_\_\_, 2023

**Exhibit "A"**

**Map of Licensed Area/  
Site Plan**

**Exhibit "B"**

**Insurance Certificate**