
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2018-R-095**

**A RESOLUTION APPROVING A PARKING USE AND MAINTENANCE AGREEMENT
BETWEEN OPA INVESTMENT GROUP AND THE VILLAGE OF TINLEY PARK FOR
PROPERTY LOCATED AT 17745-17749 OAK PARK AVENUE (DR. CYNTHIA M. CECOTT)**

**JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK**

**MICHAEL J. PANNITTO
BRIAN H. YOUNKER
CYNTHIA A. BERG
WILLIAM P. BRADY
MICHAEL W. GLOTZ
JOHN A. CURRAN
Board of Trustees**

RESOLUTION NO. 2018-R-095

A RESOLUTION APPROVING A PARKING USE AND MAINTENANCE AGREEMENT BETWEEN OPA INVESTMENT GROUP AND THE VILLAGE OF TINLEY PARK FOR PROPERTY LOCATED AT 17745-17749 OAK PARK AVENUE (DR. CYNTHIA M. CECOTT)

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Agreement with the OPA Investment Group, a true and correct copy of such Parking Use and Maintenance Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**, subject to review and revision as to form by the Village Attorney.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

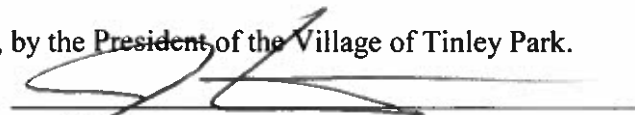
ADOPTED this 6th day of November, 2018, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Younker, Berg, Brady, Glotz, Curran

NAYS: None

ABSENT: Pannitto

APPROVED this 6th day of November, 2018, by the President of the Village of Tinley Park.


Village President

ATTEST:

Village Clerk

EXHIBIT 1

**PARKING USE AND MAINTENANCE AGREEMENT BETWEEN OPA INVESTMENT GROUP
AND THE VILLAGE OF TINLEY PARK FOR PROPERTY LOCATED AT 17745-17749 OAK
PARK AVENUE (DR. CYNTHIA M. CECOTT**

PARKING LICENSE AND MAINTENANCE LICENSE AGREEMENT

This Parking License and Maintenance Agreement (“License Agreement”) is made on November 6, 2018, by and between Cecott Veterinary Services Ltd., d/b/a Veterinary Clinic of Tinley Park (“Veterinary Clinic”) an Illinois Limited Company and the Village of Tinley Park (“Village”) an Illinois municipal corporation duly organized and existing under the laws of the state of Illinois (collectively “Party” or “Parties”).

RECITALS

WHEREAS, said Veterinary Clinic is the record owner of certain real property that is the subject of this License Agreement (“Subject Property”) described as follows:

Legal Description:

LOTS 147 AND 148 IN O. REUTER AND COMPANY’S TINLEY PARK GARDENS, A SUBDIVISION OF THE SOUTH 60 ACRES OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 28-31-208-007-0000 & 28-31-208-006-0000

Commonly known as: 17745-17749 Oak Park Avenue, Tinley Park, Illinois

WHEREAS, said Veterinary Clinic currently operates a full-service veterinary medical facility at the Subject Property; and

WHEREAS, the Village owns a strip of land, which is utilized as a paved parking area, immediately south of the Subject Property and immediately north of 178th Street (“South Lot”), described in the attached **Exhibit A**; and

WHEREAS, pursuant to Ordinance No: 2018-O-065, the Village granted certain Variations to Veterinary Clinic at the Subject Property conditioned upon the entry into a parking license and maintenance agreement; and

WHEREAS, said Veterinary Clinic shall be liable for the continued maintenance and care of the South Lot in exchange for the Village’s promise to allow Veterinary Clinic to utilize the parking spaces on the South Lot; and

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Village and Veterinary Clinic agree as follows:

**SECTION ONE
PARKING USE LICENSE AGREEMENT**

The Village hereby grants to Veterinary Clinic and its respective agents, employees, business invitees, and the general public, a non-exclusive license to use the South Lot for parking motor vehicles. Veterinary Clinic shall not restrict, in any way, the right of the general public to use the parking spaces located on the South Lot.

The Village may state the hours of use granted by this License Agreement on signs erected pursuant to its authority to regulate traffic and parking along the Village's roadways.

**SECTION TWO
TERM**

The Term of this License Agreement will commence on November 6, 2018, and will continue for as long as Veterinary Clinic owns the Subject Property provided no Party is in breach of this License Agreement and that the Village is enforcing the parking restrictions contained herein.

**SECTION THREE
ASSIGNMENT**

This License Agreement shall not be assigned unless specifically approved in writing by the Village. This License Agreement will automatically cease and terminate on the sale, conveyance, transfer or other disposition of the Subject Property.

**SECTION FOUR
ALTERATIONS**

The Veterinary Clinic shall not make any alterations, changes, or additions in or to the South Lot unless and until the written consent of the Village has been approved in writing by the Village Board of Trustees.

**SECTION FIVE
MAINTENANCE**

Except to the extent caused by the Village's negligence or willful and wanton conduct, Veterinary Clinic, at their sole cost and expense, shall maintain and repair the South Lot, including but not limited to resurfacing, repaving and curb repair, if applicable, removing snow, ice and other debris from the South Lot; and otherwise taking the reasonable and necessary and appropriate measures to keep the South Lot in a clean, attractive, safe, unobstructed, good and usable condition.

**SECTION SIX
COMPLIANCE WITH LAW**

Each party will at its own expense comply with all federal, state, and local laws now or later in force which may be applicable to Veterinary Clinic's operation in the Village. Veterinary

Clinic will obtain and pay for all permits, licenses, and other authorizations which may be required for its activities contemplated by this License Agreement.

SECTION SEVEN WAIVER

No waiver by any Party of any default on the part of any Party in the performance of any of the terms, covenants, or conditions of this License Agreement to be performed, kept, or observed by the defaulting Party shall be or be construed to be a waiver by the non-defaulting Party or any other subsequent default in the performance of any terms, covenants, or conditions of this License Agreement to be performed, kept or observed by the defaulting Party.

SECTION EIGHT TERMINATION

The Village shall have the right, upon thirty (30) days prior written notice to Veterinary Clinic to terminate or modify the rights granted pursuant to this License Agreement as necessary to facilitate the expansion, improvement, or beautification of the Right-of-Way, the South Lot, or 178th Street; provided, however, should the Village so modify the rights granted to Veterinary Clinic pursuant to this License Agreement, Veterinary Clinic shall have the right to terminate this License Agreement within thirty (30) days of the Village's written notice of such termination or modification.

SECTION NINE AMENDMENT

This License Agreement may be modified or amended in whole or in part only by a written instrument executed by the Parties.

SECTION TEN ENTIRE LICENSE AGREEMENT

This License Agreement and the exhibits to this License Agreement contain all the representations and the entire agreement between the Parties with respect to the subject matter of this License Agreement. Any prior correspondence, memoranda, or agreements are superseded in total by this License Agreement and the exhibits to this License Agreement. No Party has relied on any representations, written or verbal, of any other Party other than those express written representations made within this License Agreement.

SECTION ELEVEN INDEMNIFICATION

Veterinary Clinic shall hold harmless, defend and indemnify the Village, its Board Members, officers, agents, and employees, from and against any liability, claim, action, cost, damage or loss, including reasonable costs and attorneys' fees, for injury, including death, to any person or damage to any property arising out of Veterinary Clinic's activities under this License

Agreement. This obligation shall continue beyond the term of this License Agreement to any act or omission which occurred during or under this License Agreement. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Veterinary Clinic or its employees or agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**SECTION TWELVE
LICENSE ONLY/RECORDATION**

This License Agreement may be recorded in the public records. Notwithstanding anything contained herein to the contrary, this License Agreement is intended to create only license rights with use of the South Lot and no agency, partnership, joint venture, lease, tenancy, leasehold or other right or interest of any kind or nature (other than a license) is created or conferred pursuant to this License Agreement.

**SECTION THIRTEEN
TAX EXEMPTION**

The South Lot is currently exempt from real estate taxes. The Parties intend that the South Lot remain tax exempt. The Village shall continue to take the necessary actions to retain the tax-exempt status. However, shall the South Lot lose the tax-exempt status because of this License Agreement, Veterinary Clinic shall be jointly and severally liable for any taxes imposed.

**SECTION FOURTEEN
NOTICE**

All notices and other communications shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed two (2) days after deposit in the U. S. mail if sent postage prepaid by United States registered or certified mail, return receipt requested, addressed as follows:

All notices to the Village of Tinley Park shall be sent to:

Village Manager
Village of Tinley Park
16250 South Oak Park Avenue
Tinley Park, Illinois 60477

All notices to Grantor shall be sent to:

Veterinary Clinic of Tinley Park
Attn: Cynthia M. Cecott
17745-17749 Oak Park Avenue
Tinley Park, Illinois 60477

or to such other address as a Party may designate for itself by notice given from time to time to the other Party in the manner provided herein.

**SECTION FIFTEEN
EXHIBITS**

All exhibits attached hereto are incorporated by reference and made a part of this License Agreement.

(Signature pages follow)

IN WITNESS WHEREOF, the Parties have executed this License Agreement on the day and year written below.

VILLAGE:

THE VILLAGE OF TINLEY PARK

By:

Its: Village President

Date: November 6, 2018

VETERINARY CLINIC:

VETERINARY CLINIC OF TINLEY PARK

By:

Its: pres.

Date: Nov 15, 2018

STATE OF ILLINOIS
COUNTY OF COOK
COUNTY OF WILL

I, the undersigned, a Notary Public in and for Cook and Will Counties, in the State of Illinois, do hereby CERTIFY THAT the Village President is personally know to me be the same person whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered that said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of Homestead.

Given under my hand and official seal, this 6th day November, 2018.

Laura J Godette

(Notary Public)



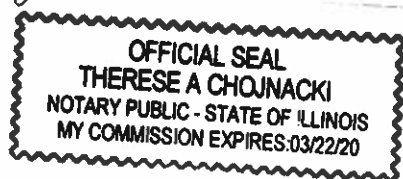
STATE OF ILLINOIS
COUNTY OF COOK
COUNTY OF WILL

I, the undersigned, a Notary Public in and for Cook and Will Counties, in the State of Illinois, do hereby CERTIFY THAT the Cynthia Cecott is personally know to me be the same person whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered that said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of Homestead.

Given under my hand and official seal, this 15th day NOVEMBER, 2018.

Therese A Chojnacki

(Notary Public)



STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2018-R-095, “**A RESOLUTION APPROVING A PARKING USE AND MAINTENANCE AGREEMENT BETWEEN OPA INVESTMENT GROUP AND THE VILLAGE OF TINLEY PARK FOR PROPERTY LOCATED AT 17745-17749 OAK PARK AVENUE (DR. CYNTHIA M. CECOTT)**,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on November 6, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 6th day of November 2018.



KRISTIN A. THIRION, VILLAGE CLERK