
THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2020-R-009

**A RESOLUTION APPROVING A PARKING USE AND MAINTENANCE AGREEMENT
BETWEEN AN ENGLISH GARDEN, LLC AND THE VILLAGE OF TINLEY PARK FOR
PROPERTY LOCATED AT 16800 OAK PARK AVENUE**

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

CYNTHIA A. BERG
WILLIAM P. BRADY
WILLIAM A. BRENNAN
DIANE M. GALANTE
MICHAEL W. GLOTZ
MICHAEL G. MUELLER
Board of Trustees

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WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park ("Village"), have considered entering into an Agreement with the An English Garden, LLC, 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 4th day of February, 2020, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:


AYES: Berq, Brady, Brennan, Galante, Mueller

NAYS: None


ABSENT: Glotz

APPROVED this 4th day of February, 2020, by the President of the Village of Tinley Park.

ATTEST:



Village Clerk



Village President

EXHIBIT 1

PARKING LICENSE AND MAINTENANCE LICENSE AGREEMENT

This Parking License and Maintenance Agreement (“License Agreement”) is made on February 4, 2020, by and between An English Garden, LLC an Illinois limited liability company, d/b/a An English Garden (“An English Garden”) 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 An English Garden is the record owner of certain real property that is the subject of this License Agreement (“Subject Property”) described as follows:

Legal Description:

Lot 1 in Block 6 in Elmore's Oak Park Avenue Estates, being a Subdivision of the Northwest fractional 1A of Section 9, Township 36 North, Range 13, East of the Third Principal Meridian (except that part of the drainage ditch conveyed by Document Number 377150), according to the plat thereof recorded April 25, 1929 as Document Number 10351098, in Cook County, Illinois.

PIN: 28-30-107-007-0000

Commonly known as: 16800 Oak Park Avenue, Tinley Park, Illinois

WHEREAS, said An English Garden currently operates a florist and retail store at the Subject Property; and

WHEREAS, the Village owns a strip of land, which is utilized as a paved parking area, immediately north of the Subject Property and immediately south of the 168th Street/Tinley Park Drive extension (“North Lot”), described in the attached Exhibit A; and

WHEREAS, the An English Garden is among the primary beneficiary of the North Lot and said An English Garden requires the associated parking spaces to meet the minimum parking requirements as described in the Zoning Ordinance; and

WHEREAS, said An English Garden shall be liable for the continued maintenance and care of the North Lot in exchange for the Village’s promise to allow the Business to utilize the parking spaces on the North 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 An English Garden agree as follows:

**SECTION ONE
PARKING USE LICENSE AGREEMENT**

The Village hereby grants to An English Garden and its respective agents, employees, business invitees, and the general public, a non-exclusive license to use the North Lot for parking motor vehicles. An English Garden shall not restrict, in any way, the right of the general public to use the parking spaces located on the North 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 February 4, 2019, and will continue for as long as the An English Garden owns the Subject Property, provided no Party is in breach of this License Agreement, the Village is enforcing the parking restrictions contained herein, and

**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**

An English Garden shall not make any alterations, changes, or additions in or to the North 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, An English Garden, at their sole cost and expense, shall maintain and repair the North Lot, including but not limited to resurfacing, repaving, striping, and curb repair, if applicable, removing snow, ice and other debris from the North Lot; and otherwise taking the reasonable and necessary and appropriate measures to keep the North 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 An English Garden's operation in the Village. An English Garden 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 An English Garden to terminate or modify the rights granted pursuant to this License Agreement as necessary to facilitate the expansion, improvement, beautification, or removal of the Right-of-Way or the North Lot; provided, however, should the Village so modify the rights granted to An English Garden pursuant to this License Agreement, An English Garden 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

An English Garden 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 An English Garden's activities under this License Agreement. This indemnification obligation shall also apply to the three-car frame garage that illegally encroaches up to 5.52 feet into the Village's right-of-way property. This Section in no way grants building or zoning approvals for the non-conforming garage. 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 An English Garden 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 North 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 North Lot is currently exempt from real estate taxes. The Parties intend that the North Lot remain tax exempt. The Village shall continue to take the necessary actions to retain the tax-exempt status. However, shall the North Lot lose the tax-exempt status because of this License Agreement, An English Garden 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:

An English Garden
Attn: Kim McAuliffe
16800 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)

Exhibit A



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

VILLAGE:

AN ENGLISH GARDEN:

THE VILLAGE OF TINLEY PARK

AN ENGLISH GARDEN, LLC

By: [Signature]

By: [Signature]

Its: Village President

Its: Owner

Date: February 4, 2020

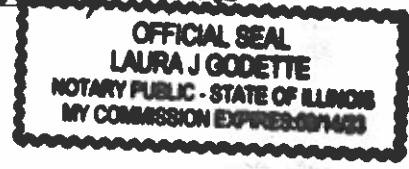
Date: 2.19.2020

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 Jacob C. Vandenberg, 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 4 day February, 2020.

[Signature]
(Notary Public)

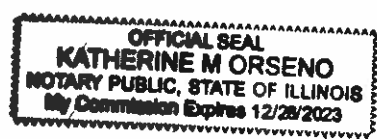


STATE OF ILLINOIS
COUNTY OF COOK
COUNTY OF WILL

I, the undersigned, a Notary Public in and for Cook and Will Counties, in the State of Illinois, do hereby CERTIFY THAT the Kimberly A McAuliffe, 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 19th day February, 2020.

[Signature]
(Notary Public)

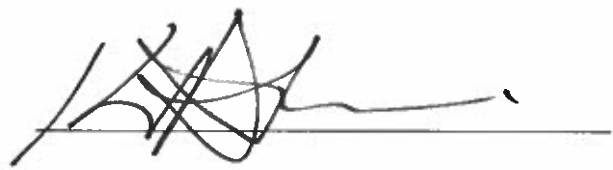


STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

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. 2020-R-009, “A RESOLUTION APPROVING A PARKING USE AND MAINTENANCE AGREEMENT BETWEEN AN ENGLISH GARDEN, LLC AND THE VILLAGE OF TINLEY PARK FOR PROPERTY LOCATED AT 16800 OAK PARK AVENUE” which was adopted by the President and Board of Trustees of the Village of Tinley Park on February 4, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 4th day of February, 2020.



KRISTIN A. THIRION, VILLAGE CLERK