

**RESOLUTION NO. 20-22**

**A RESOLUTION APPROVING A GATEWAY SIGN LICENSE AGREEMENT WITH  
SKIPPER BUDS**


WHEREAS, the Village has designed and installed new gateway signs along the perimeter of the Village's boundaries;

WHEREAS, the owner of the subject property is located at the western perimeter of the Village's boundaries and the Village has an interest in locating a gateway sign on the subject;

WHEREAS, Staff has been working with the owner of the subject property on a "License Agreement" which will allow the Village to install a gateway sign on the subject property in the future;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Board of Trustees of the Village to authorize the execution of a "Gateway License Agreement" with Skipper Buds.

APPROVED this 8<sup>th</sup> day of June 2020.

  
Lawrence M. Hanson  
Mayor

ATTEST:

  
Lori K. Romine  
Village Clerk



STATE OF ILLINOIS        )  
                                      )  
COUNTY OF LAKE         )        ss:

**REVOCABLE GATEWAY SIGN LICENSE AGREEMENT**

**WHEREAS**, Skipper Real Estate Holding, Inc (the Owner) and the Village of Antioch (“the Village”), County of Lake, State of Illinois, wish to enter into a “Revocable Gateway Sign License Agreement” for the property commonly known as 25093 W. Route 173, Antioch, Illinois, 60002 and which property is hereinafter described as the “Subject Property”, and

**WHEREAS**, the Subject Property is owned by the Owner and is currently zoned R-2 and located within the Village’s municipal boundaries, and

**WHEREAS**, the Village’s jurisdictional limits extend to the western boundary of the Subject Property at the present time, and

**WHEREAS**, the Village wishes to locate its western gateway sign along the Route 173 corridor onto the Subject Property as a part of the longstanding tradition of marking the boundaries of municipalities generally and to welcome members of the community, which should aid in marketing efforts to attract residents and business patrons to the community, and

**WHEREAS**, Owner has agreed to allow the placement and maintenance of the proposed entrance sign onto the existing buffer yard area, subject to reasonable terms and conditions, and

**WHEREAS**, the Village Board finds that the proposed terms and conditions are reasonable, and

**NOW THEREFORE, be it agreed as follows:**

1. The above recitals are incorporated into this agreement as substantive terms and not mere recitals.

2. Owner hereby grants a revocable license to the Village upon the following terms and conditions, which shall be strictly enforced:

3.

- a. The Village may install a gateway sign in the bufferyard on the Subject Property in substantial conformity with, and in the approximate location depicted on Exhibit A hereto attached and incorporated into this agreement;
- b. The Village’s proposed gateway sign shall be in conformity with the sign depicted on Exhibit B hereto attached and incorporated into this agreement;
- c. The Village shall be solely responsible for all costs of installation;
- d. The Village shall maintain the entrance sign in an attractive and sightly condition at its sole cost;

- e. The Village shall keep the sign insured under its blanket insurance coverages and shall indemnify and hold the owners harmless of and from any and all claims for injury or property damage flowing from, or touching upon the entrance sign and the work contemplated hereunder;
- f. The Village shall perform any and all work either through its own employees or through duly licensed, bonded and insured contractors, who shall be required to maintain not only liability coverage for property damage and personal injury claims, but also for workers' compensation claims in the amounts as are required by statute;
- g. The Village shall be solely responsible for obtaining any permits required by any unit of government relating to the installation of the entrance sign;
- h. The Village may negotiate in the future for a secondary license to provide electricity to light the entrance sign, but at the present no such license is requested or granted;
- i. The Village shall not suffer or permit mechanic's or material supplier's lien to be recorded against the Subject Property in any way related to the entrance sign;
- j. Either party may terminate the license at any time by tendering a notice of revocation to the other party at least 180 days prior to the termination;
- k. There shall be no fee charged to the Village by Owner for this license.

4. Nothing herein shall obligate the Owner to grant any other license, easement or other tangible or intangible right in the Subject Property to the Village or to any other person, corporation or unincorporated association.

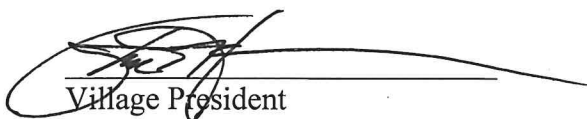
5. This agreement is governed by the Laws of the State of Illinois, and the sole venue for resolution of any issues that touch upon this document or the work to be performed hereunder shall be the Circuit Court of the Nineteenth Judicial Circuit, Lake County, Illinois.

6. This document is intended as the final expression of the intent of the parties on the matters and issues involved herein, and no modifications hereto shall be valid unless they shall be in writing and signed by all parties hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals as follows:

\_\_\_\_\_  
Skipper Real Estate Holding, Inc

Date: \_\_\_\_\_, 2020

  
Village President

Date: \_\_\_\_\_, 2020