

**PUBLISHED IN PAMPHLET FORM THE FOLLOWING:**

**ORDINANCE NO. 4039**

**TITLED:**

**An Ordinance of the Village of Villa Park, DuPage County, Illinois, Approving a License Agreement By and Between the Village of Villa Park and JAYDEV Brew, Inc. (Garbage Enclosure)**

**HOSANNA KORYNECKY  
VILLAGE CLERK  
VILLAGE OF VILLA PARK**



**Ordinance No. 4039**

**AN ORDINANCE OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS,  
APPROVING A LICENSE AGREEMENT BY AND BETWEEN THE VILLAGE OF VILLA  
PARK AND JAYDEV BREW INC.**

(Garbage Enclosure)

**WHEREAS**, the Village of Villa Park, DuPage County, Illinois (the “*Village*”) is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of this State; and,

**WHEREAS**, the Village has constructed an enclosure for the storage of garbage and other waste material (the “*Garbage Enclosure*”) upon Village owned right-of-way located to the east of the Great Western Trail Train Depot all as depicted on the site plan attached hereto and incorporated herein as Exhibit A; and,

**WHEREAS**, JAYDEV Brew Inc., an Illinois corporation d/b/a More Brewing Co. (the “*Licensee*”), owns and operates a brewery at 126 S. Villa Avenue and desires to enter into a license agreement with the Village for use of the Garbage Enclosure; and,

**WHEREAS**, the President and Board of Trustees of the Village have determined it to be in the best interest of the Village to grant the Licensee a license to use the Garbage Enclosure for the storage of garbage and other waste material generated by the Licensee’s property subject to the terms and conditions set forth in a license agreement by and between the Village and the Licensee.

**NOW, THEREFORE, BE IT ORDAINED**, by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

**Section 1.** That the License Agreement by and between the Village of Villa Park, an Illinois municipal corporation, and JAYDEV Brew Inc., an Illinois corporation d/b/a More Brewing Co., attached hereto and made a part hereof, is hereby approved and the President, Village Clerk, and Village Manager are hereby authorized to execute and deliver and undertake any and all actions as may be required to implement the terms of the License Agreement on behalf of the Village.

**Section 2.** That this Ordinance shall be in full force and effect from and after its passage and approval according to law.

PASSED this 11th day of June, 2018, pursuant to a roll call vote as follows:

AYES:	6
NAYS:	1
ABSENT:	0

Ordinance No: 4039

APPROVED this 11<sup>th</sup> day of June, 2018

Albert Butkus  
Village President

Attest: Deanna Kopycky  
Village Clerk



## LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **VILLAGE OF VILLA PARK**, an Illinois municipal corporation (the "Village"), and **JAYDEV BREW INC.**, an Illinois corporation d/b/a **MORE BREWING CO.** (the "Licensee").

### WITNESSETH:

WHEREAS, the Village owns property located to the east of the Great Western Trail Train Depot in the Village and adjacent to 320 Kenilworth Ave. (the "Village Property"); and,

WHEREAS, the Village has constructed an enclosure upon the Village Property for the storage of garbage and other waste material (the "Garbage Enclosure"), which Garbage Enclosure is depicted on the site plan attached hereto and incorporated herein as Exhibit A; and,

WHEREAS, the Licensee is the owner of the property commonly known as 126 S. Villa Avenue (the "Licensee Property"), and desires to utilize the Garbage Enclosure for the storage of garbage and other waste material generated by the Licensee Property prior to collection; and,

WHEREAS, the Village is willing to grant the Licensee a License for said purposes, provided that Licensee agrees to maintain the Garbage Enclosure at its sole cost and expense subject to the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. The recitals set forth above are incorporated herein as if fully restated in this Paragraph 1.

2. The Village hereby grants the Licensee an exclusive license to use the Garbage Enclosure (the "License") for the storage of garbage and other waste material generated by the Licensee Property. The Licensee is permitted to access the Village Property for the purposes of ingress and egress from the Garbage Enclosure, but such access shall not be considered an easement and the right thereto terminates immediately upon the termination of the License. Licensee shall not make any additional improvements to the Village Property. The Licensee shall not cause or permit any mechanic's lien or other encumbrance of any kind to be filed against the Village Property.

3. The Licensee expressly agrees and acknowledges that it shall maintain the Garbage Enclosure at its sole cost and expense. Licensee's duty of maintenance shall include complete reconstruction or replacement of the Garbage Enclosure.

4. The Licensee expressly agrees and acknowledges that it shall be responsible for having all garbage and other waste material collected from the Garbage Enclosure at its sole cost and expense. Licensee shall make arrangement for such collection to occur at reasonable intervals so as to not allow the unreasonable build-up of garbage and other waste material.

5. The Licensee expressly agrees and acknowledges that its use of the Garbage Enclosure shall be in accordance with all applicable laws and ordinances, including the Villa Park Municipal Code. Use of the Garbage Enclosure shall not interfere with the operations of any neighboring property or subject neighboring properties to nuisance and the Village shall have authority to cause the immediate abatement of any such nuisance.

6. The Licensee expressly agrees and acknowledges that this License is revocable upon 30 days written notice. Any property of the Licensee, including garbage and other waste material, shall be removed and the Garbage Enclosure shall be returned to its condition at the

commencement of the License, ordinary wear and tear excepted, at Licensee's sole cost and expense within 30 days of termination of the License. In the event that Licensee fails to remove any such property or complete any necessary repairs, the Village may remove same and complete the necessary repairs and charge the Licensee with any and all costs and expenses which the Village has incurred or may incur in connection with such removal, repair, etc.

7. Licensee represents and warrants that it has and shall maintain a commercial general liability insurance policy insuring the Garbage Enclosure and naming the Village and its officials as an additional insured. A copy of said policy shall be filed with the Village. Licensee agrees to protect, indemnify, defend and forever hold harmless the Village and its officers, employees, agents, licensees, successors and assigns against and from, and to assume all liability and expense, including court costs and attorneys' fees, for death or injury to any person or persons and all loss, damage or destruction to any property caused by, attributable to or resulting from Licensee's use, maintenance or repair of the Garbage Enclosure, Licensee's negligence or the failure of Licensee to comply with the provisions of this License. However, in no event shall this be construed as an indemnification of the Village's own negligence.

8. In addition to termination of this License, as provided in Paragraph 6 hereinabove, if Licensee defaults in any of Licensee's undertakings or obligations of this License and Licensee receives written notice of such default from the Village, then such event or action shall be deemed to constitute a breach of this License, and this License and Licensee's use of the Garbage Enclosure shall automatically cease and terminate.

9. No waiver of any default of Licensee shall be implied from omission by the Village to take any action on account of such default. No express waiver shall affect any default other

than the default specified in the express waiver and that only for the time and to the event therein stated.

10. All rights and remedies of the Village shall be cumulative, and none shall exclude any other rights and remedies allowed by law.

11. All notices, demands, elections, and other instruments required or permitted to be given or made by either Party upon the other under the terms of this License or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by commercial courier, certified or registered mail, return receipt requested, with proper postage prepaid, or sent by facsimile transmission by the Village or Licensee at the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered as delivered to recipient on the day of delivery if sent by commercial courier, on the second business day after deposit in the U.S. Mail if sent by certified or registered mail, or on the first business day after successful transmission if sent by facsimile transmission.

Notices to the Village shall be mailed to:

Village of Villa Park  
20 South Ardmore Avenue  
Villa Park, IL 60181

Attention: Village Manager

Notices to Licensee shall be mailed to:

126 Villa LLC.  
c/o Sachin Patel  
126 S. Villa Avenue  
Villa Park, IL 60181

12. All of the representations and obligations of the Village are contained herein. The Village and Licensee agree that no change or modification to this License, or any exhibits or



attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both Parties and attached to and made a part of this License.

14. The Village and Licensee agree that if any provision of this License is held to be invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would then continue to conform to the terms, and requirements of applicable law.

15. (a) This License shall be binding upon and shall inure to the benefit of the Parties and their respective successors or assigns.

(b) This License shall be construed and enforced in accordance with the laws of the State of Illinois.

(c) This License may be recorded with the Office of the DuPage County Recorder of Deeds.

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

VILLAGE OF VILLA PARK

Albert Butters  
Village President

ATTEST:  
Janice Kopycky  
Village Clerk

LICENSEE  
Shirley Sacher Rte 1  
Its President