
**THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS**

**RESOLUTION
NUMBER 2022- 034**

**A RESOLUTION OF THE CITY OF BLUE ISLAND,
COOK COUNTY, ILLINOIS, TO AUTHORIZE
AND APPROVE A LICENSE AGREEMENT BETWEEN THE
CITY OF BLUE ISLAND AND GALLAGHER ASPHALT**

**FRED BILOTTO, Mayor
RAEANN CANTELO-ZYLMAN, City Clerk
JAIRO FRAUSTO, City Treasurer**

**DEXTER JOHNSON
LUIZ MONTOYA
NANCY RITA
BILL FAHRENWALD
GABRIEL McGEE
CANDACE CARR
JOSH ROLL**

Alderman

RESOLUTION NUMBER 2022-034

**A RESOLUTION OF THE CITY OF BLUE ISLAND,
COOK COUNTY, ILLINOIS, TO AUTHORIZE
AND APPROVE A LICENSE AGREEMENT BETWEEN THE CITY OF BLUE ISLAND
AND GALLAGHER ASPHALT**

WHEREAS, the City of Blue Island, Cook County, Illinois (the “City”) is a duly organized and existing City created under the provisions of the laws of the State of Illinois and operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefits of the residents of the City; and

WHEREAS, the City of Blue Island and Gallagher Asphalt desire to execute a License Agreement for the use of City owned property by Gallagher Asphalt, a copy of which is attached hereto and made a part hereof as Exhibit A (the “*Agreement*”); and

WHEREAS, the Mayor and Aldermen of the City deem it advisable and in the best interest of the health, safety and welfare of the residents of the City to execute and enter into the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Aldermen of the City of Blue Island, Cook County, Illinois as follows:

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The License Agreement, which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the same form presented to the Mayor and Aldermen with such necessary non-material changes as may be authorized by the Mayor and City Attorney.

Section 4. The officials and officers of the City are hereby authorized to undertake

actions on the part of the City as contained in the Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

Section 5. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

Section 6. All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 7. This Resolution shall be in full force and effect immediately upon its passage, approval, and publication as required by law.

(Left intentionally blank)

ADOPTED this 13th day of September, 2022, pursuant to roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON	X				
Alderman FAHRENWALD	X				
Alderman RITA			X		
Alderman MONTOYA	X				
Alderman MCGEE	X				
Alderman CARR	X				
Alderman ROLL	X				
Mayor BILOTTO					
	6		1		

APPROVED by the Mayor on September 13, 2022.

FRED BILOTTO
MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this
13th day of SEPTEMBER, 2022.

RAEANN CANELO-ZYLMAN, CITY CLERK

STATE OF ILLINOIS)
)
COUNTY OF COOK)

ss.

CERTIFICATION

I, RAEANN CANTELO-ZYLMAN, DO HEREBY CERTIFY THAT I am the duly elected City Clerk of the City of Blue Island, Illinois, as such City Clerk, I am the keeper of the minutes and records of the Proceedings of the City Council of the said City and have in my custody the RESOLUTIONS and BOOKS of the records of said City.

I DO FURTHER CERTIFY that the attached and foregoing is a true and correct copy of the certain **RESOLUTION: A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, TO AUTHORIZE AND APPROVE A LICENSE AGREEMENT BETWEEN THE CITY OF BLUE ISLAND AND GALLAGHER ASPHALT.**

RESOLUTION NO. 2022-034 which was adopted at a regular meeting of the City Council of the City of Blue Island, Illinois held on the **13th day of September, 2022**; that at said meeting 6 Alderman were present; that at said meeting, on motion duly made and seconded that the Resolution did pass and on the roll being called the vote of each Aldermen present on the question of the passage of said Resolution was duly and separately taken by Ayes and Nays and their names and votes recorded in the minutes of 6 Alderman voted Aye and 0 Alderman voted Nay and 0 Alderman voted Abstain and 1 Alderman Absent.

I DO FURTHER CERTIFY that the original Resolution which the foregoing is a true copy, is entrusted to my care for safe keeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of the City of Blue Island aforesaid, at the said City in the County and State aforesaid, this **13th** day of **September, 2022**.

CORPORATE SEAL



City Clerk

Exhibit A

License Agreement
(see attached)

**LICENSE AGREEMENT FOR
USE OF CERTAIN LICENSOR PROPERTY**

THIS LICENSE AGREEMENT ("*License Agreement*"), made effective September ____, 2022 (the "*Effective Date*"), by and between the **CITY OF BLUE ISLAND**, an Illinois body politic (hereinafter called "*Licensor*"), and **GALLAGHER ASPHALT CORPORATION**, an Illinois corporation ("*Licensee*") (collectively referred to herein after as the "*Parties*");

RECITALS

WHEREAS, Licensor is the owner of that certain real property located in Blue Island, Illinois, bounded by Division Street to the west, the Northeast Illinois Regional Commuter Railroad Corporation (Metra) rail line to the east, the Licensee Property (as defined below) to the north, and PIN 25-30-200-019-8001 to the south, which is generally depicted on **Exhibit A1** attached hereto and as legally described on **Exhibit A2** (the "*Licensed Premises*"); and

WHEREAS, Licensee is the owner of certain real property located in Chicago and Blue Island, Illinois, bounded by Division Street to the west, the Northeast Illinois Regional Commuter Railroad Corporation (Metra) rail line to the east, 119th Street to the north, and the Licensor Premises to the south, which is generally depicted on **Exhibit B1** attached hereto and as legally described on **Exhibit B2** (the "*Licensee Property*");

WHEREAS, Licensee desires to use the Licensed Premises for the staging of certain equipment relating to Licensee's business operations on the Licensee Property, all in accordance with and subject to the terms of this License Agreement;

WHEREAS, Licensor is willing to grant such rights and privileges subject to the terms and conditions of this License Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as though set forth in full, and for other good and valuable consideration, and in consideration of the mutual promises and covenants set forth in this License Agreement, the parties agree as follows:

1. **GRANT OF LICENSE:** Licensor hereby grants to Licensee the non-exclusive right, privilege and permission, subject to the terms and conditions of this License Agreement, to use the Licensed Premises subject to the limitations set forth below, and for the sole purpose as defined and set forth below.

2. **TERM:** This License Agreement shall commence on the Effective Date and shall remain in effect through and including December 31, 2023 unless sooner terminated pursuant to the provisions contained herein (the "*Term*").

2. **PURPOSE:** The Licensed Premises shall be used by Licensor solely for the limited and express purpose of staging certain equipment related to Licensee's business operations on the

Licensee Property as well as Licensee sublicensing to third parties to allow said third parties to park vehicles and equipment on the Licensed Premises, all in accordance with and subject to the terms of this License Agreement. Licensor shall promptly provide a list of all sublicensees upon written request of the Licensor.

3. RESTORATION OF PROPERTY: Licensee agrees that, upon expiration or termination of this License Agreement, Licensee shall, at its sole cost and expense: (i) remove its equipment and all personal property, and (ii) restore the Licensed Premises to its original condition, reasonable wear and tear and casualty damage excepted.

4. LICENSE FEES: During the Term, Licensee shall pay a monthly License Fee of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per month. Such monthly payments shall be due on the first (1st) day of each month (the "*Monthly License Fee*").

5. CONDITION OF PREMISES: Licensee has examined the Licensed Premises and knows its condition. No representations as to the condition and repair thereof, and no agreements to make any alterations, repairs or improvements in or about the Licensed Premises have been made by the Licensor, unless contained herein. Licensee accepts the Premises in its "AS IS" condition without any agreements, representations, understandings or obligations on the part of the Licensor to perform any alterations, repairs or improvements, except as may be specifically provided to the contrary herein.

6. ALTERATIONS BY LICENSEE: Licensee may not make any material alterations to the Licensed Premises whatsoever, without first obtaining written permission from the Licensor, which may be withheld in its sole discretion.

7. MAINTENANCE OF PREMISES: During the Term, Licensee will maintain the Licensed Premises in a clean, neat, and orderly condition, and in compliance with all applicable federal, state, county and local governmental and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders ("*Laws*"). Licensor shall have no maintenance or repair responsibilities related to the Licensed Premises under this License Agreement.

8. LIMITATIONS TO LICENSE: Licensee hereby acknowledges and agrees that the License granted hereunder is subject to certain limitations and restrictions, namely:

- a. Licensee may only use the Licensed Premises during the time period set forth herein and for the sole purpose outlined above.
- b. Licensee's use of the Licensed Premises shall not be exclusive.
- c. The Licensor has the right to remove and/or make any improvement on the Licensed Premises, and to construct, install, operate, maintain, repair, or replace any improvement and facilities on the Licensed Premises.

9. LICENSEE OBLIGATIONS: Licensee hereby warrants, represents, and covenants to Licensor as follows:

- a. Licensee shall be governed by, adhere to and obey in all respects all applicable Laws including, without limitation, the City Code as is now, or may be in effect from time to time during the Term and shall be responsible for obtaining any licenses or permits necessary to operate on the Licensed Premises. Without limiting the generality of the effect of the foregoing, Licensee shall be governed by, adhere to and obey in all respects all Laws prohibiting discrimination against individuals and groups and all applicable Laws pertaining to prevailing wages.
- b. Licensee covenants and agrees, that it will not permit or suffer any lien to be put upon or arise or accrue against the Licensed Premises. Licensee further covenants and agrees to hold the Licensor, and the Licensed Premises, free from any and all liens, or rights or claims of lien, which may, or might, arise or accrue under, or be based upon any mechanic's lien law, so called, of the State of Illinois, now in force or hereafter to be enacted. All contracts and agreements that may be made by Licensee, shall expressly state the interest of the Licensor in the Licensed Premises, shall be wholly free from and not subject to, and lien or claim of any contractor, subcontractor, mechanic, material man or laborer, whether based upon any law or regulation of the State of Illinois, or any other authority, now in force or hereafter to be enacted, and Licensee also hereby covenants and agrees, that it will not enter into any contract for such work, which shall not, in express terms contain the aforesaid provisions.
- c. Licensee agrees, at its sole cost and expense, to provide the labor, material and equipment required to remove any improvements installed by it that might be in conflict with any future use by the Licensor, or by any pipeline or utility company or public body or third-party, which has been granted rights in the Licensed Premises by the Licensor. Licensee agrees that it will cooperate with any such installation, by providing a clear path for any such construction, and shall coordinate its use of the area with the contractors, until receiving notification in writing that the installation has been completed.
- d. Licensee will not make, or permit to be made, any use of the premises which, directly or indirectly, is forbidden by public law, ordinance or government regulations, or which may be dangerous to life, limb or property, or which may increase the Licensor's insurable risk.
- e. By entering into this License Agreement, Licensee waives all rights, if any, under any ordinance, statute, Law (including common law) or regulation to administrative review of the decision to terminate this License Agreement by the Licensor or any determination by Licensor regarding the duties and benefits of this License Agreement. The foregoing, however, shall not be deemed a waiver by Licensee of any other rights or remedies permitted under law in connection with any breach of this License Agreement by the City.

10. HAZARDOUS MATERIALS: Except for small amounts of substances customarily kept and used by Licensee in accordance with all applicable Laws, Licensee shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release or discharge any Hazardous Material (as defined below) or permit any of the same to occur upon or about the Licensed Premises.

Licensee shall promptly notify the Village of: (i) any enforcement, cleanup or other regulatory action taken or threatened by any governmental or regulatory authority with respect to the presence of any Hazardous Material on the Licensed Premises or the migration thereof from or to other property, (ii) any demands or claims made or threatened by any party relating to any loss or injury resulting from any Hazardous Material on the Licensed Premises, (iii) any release, discharge or non-routine, improper or unlawful disposal or transportation of any Hazardous Material on or from the Licensed Premises or in violation of this Section, and (iv) any matters where Licensee is required by Law to give a notice to any governmental or regulatory authority respecting any Hazardous Material on the Licensed Premises. Licensor shall have the right (but not the obligation) to join and participate, as a party, in any legal proceedings or actions affecting the Licensed Premises initiated in connection with any environmental, health or safety Law. At such times as Licensor may reasonably request, Licensee shall provide Licensor with a written list, certified to be true and complete, identifying any Hazardous Material then used, stored, or maintained upon the Licensed Premises, the use and approximate quantity of each such material, a copy of any material safety data sheets ("MSDS") issued by the manufacturer thereof, and such other information as Licensor may reasonably require or as may be required by Law.

If any Hazardous Material is released, discharged or disposed of by Licensee, or its employees, licensees, agents or contractors, on or about the Licensed Premises in violation of the foregoing provisions, Licensee shall immediately, properly and in compliance with all applicable Laws clean up and remove the Hazardous Material from the Licensed Premises and any other affected property and clean or replace any affected personal property (whether or not owned by Licensor), at Licensee's expense (without limiting the Licensor's other remedies therefore). Such clean up and removal work shall be subject to the Licensor's prior written approval (except in emergencies), and shall include, without limitation, any testing, investigation, and the preparation and implementation of any remedial action plan required by a court or governmental body having jurisdiction or reasonably required by the Licensor. If Licensor or governmental body arranges for any tests or studies showing that this Section has been violated, Licensor shall pay for the costs of such tests.

The term "Hazardous Material" for purposes hereof shall mean any chemical, substance, material or waste or component thereof which is now or hereafter listed, defined or regulated as a hazardous or toxic chemical, substance, material or waste or component thereof by any federal, state or local governing or regulatory body having jurisdiction, or which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of MSDS.

10. INDEMNITY: Licensee will hold the Licensor, and their respective commissioners, officers, officials, managers, members, employees, partners, agents, directors,

volunteers and such other persons as the Licensor may designate (individually an "Indemnitee" and collectively the "Indemnities") harmless from all liability, liens, losses, judgments, costs, damages and expenses of whatsoever kind including reasonable attorneys' fees and costs, which may in any way be suffered by an Indemnitee or which may accrue against or be charged to or recovered from an Indemnitee by reason of or in consequence of the concession granted, as aforesaid, or for or on account of any act or thing done or suffered or omitted to be done by Licensee under the authority or supposed authority of such grant or for any breach by Licensee of this Agreement. Licensee waives all claims against the Indemnities for injury to persons, damage to property or to any other interests of Licensee sustained by Licensee or any person claiming through Licensee resulting from any occurrence in or upon the Premises, including, without limitation, any interruption in any utility services or any alleged failure to provide adequate security services; provided, however, that Licensee does not waive liability if due to gross negligence, gross misconduct and/or intentional acts by the Licensor, or their agents and employees. To the extent permissible by law, Licensee waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under this Agreement, including any claim by any employee of Licensee that may be subject to the Workers Compensation Act, 820 ILCS 30511 et seq., or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill.2d 155 (1991)). The benefit of such waiver being limited to the Licensor and no other person shall be a third-party beneficiary hereof and the Licensee reserves any rights it may have as to such third-parties. It is intended that the obligations undertaken by Licensee under this Paragraph 11 shall survive the termination of this Agreement.

11. INSURANCE: Licensee shall procure and maintain during the Term of the License Agreement insurance for injury to persons or damage to property, which may arise out of or in connection with the use of the Licensed Premises by Licensee, its agents, representatives, employees, Licensee, contractors or subcontractors.

a. Minimum Scope of Insurance:

- i. General Liability: \$2,000,000 combined single limit per occurrence, including coverage for bodily injury, personal injury, property damage, products/completed operation, independent contractors, broad form property damage and contractual liability, cross liability and severability of interest. The foregoing may be provided through a commercially reasonable combination of underlying and umbrella policies reasonably acceptable to the Licensor.
- ii. Workers' Compensation, and Employer's Liability:
 1. Coverage A: statutory;
 2. Coverage B: Not less than \$500,000 per accident (employer's liability).
- iii. Automobile Liability: \$2,000,000 combined single limit per occurrence for bodily injury and property damage. This insurance shall be primary and non-contributory towards the Licensor and its carrier.
- iv. Property "All Risk" Coverage: 100% of the replacement cost of any property which Licensee owns or leases in the direct or indirect exercise of its rights and obligations under this Agreement.
- v. Any other insurance, which the Licensor or its agents may from time to time

require.

b. Other Insurance Provisions:

- i. All liability coverage shall name the Licensor, and its respective elected officials, officers, managers, members, employees, partners, agents, directors and volunteers and such other persons as the Licensor may designate as additional insureds, and such additional parties as may be required as a result of the location of the Premises.
- ii. The insurer must waive all rights of subrogation against the additional insureds.
- iii. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits unless thirty (30) days' prior written notice thereof, by certified mail, return receipt requested, has been delivered to the Licensor at the address set forth in Section 14 hereof.
- iv. Insurance is to be placed with an insurer with "Best's" insurance rating of no less than A-VII, unless otherwise agreed to in writing by the Licensor.
- v. Licensee shall be responsible for paying any and all deductibles under its insurance policies.

Prior to entering upon the Licensed Premises, or conducting any activity by Licensee pursuant to this Agreement, Licensee shall submit to the Licensor certified copies of all required insurance policies or, until such policies are issued, certificates of insurance evidencing the liability coverage and evidence of property insurance detailing the required property insurance. If the Licensor deems it advisable at any time during the Term, Licensee may change the type of or increase the amounts of insurance Licensee is required to maintain pursuant to the terms hereof.

12. TAXES AND UTILITIES: Licensee shall be solely responsible and liable for any real estate taxes assessed against the Licensed Premises as a result of this License Agreement, if any. Licensee shall pay and be solely responsible for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Licensed Premises during the Term of this License Agreement. Under no circumstances shall Licensor be responsible for any interruption of any utility service. It is intended that the obligations undertaken by Licensee under this Paragraph 13 shall survive the termination of this Agreement.

13. ZONING AND PERMITS: Licensee assumes sole responsibility for compliance with all applicable zoning laws and ordinances, building codes and governmental regulations.

14. RETAINED RIGHTS OF LICENSOR: This License Agreement shall not, in any manner or to any extent, limit or restrict the right of Licensor, to use or dispose of the Licensed Premises, as Licensor may in its discretion, desire, including the right to terminate the License Agreement for convenience as provided for in Paragraph 17 of this License Agreement. The rights of the Licensor to utilize the Licensed Premises will, at all times, be and remain paramount to the rights herein granted to Licensee by the Licensor. However, the Licensor agrees to provide Licensee at least sixty (60) days prior written notice of any future installations, changes or modification proposed on the Licensed Premises.

15. BREACH OF LICENSE AGREEMENT: In the event of a breach of the License Agreement by either Party, the non-breaching Party shall provide written notice of the breach. If the other Party (the "*Notified Party*") fails to cure the breach within thirty (30) days after receipt of such notice, the non-breaching Party may terminate this License Agreement upon written notice to the Notified Party, effective immediately. All written notices under this Section shall be provided in accordance with the notice requirements in Section 21, below. The giving of such notice, in accordance with the provisions of this Section, shall be deemed to be sufficient service thereof.

16. REMOVAL OF PROPERTY AFTER TERMINATION OR EXPIRATION OF LICENSE: Upon termination or expiration of this License, Licensee shall remove all personal property from the Licensed Premises, except that belonging to the Licensor. Licensee shall be liable for all costs incurred by the Licensor in the removal and disposal of any of the property of Licensee or persons other than the property of the Licensor remaining on the Licensed Premises after the termination of this License. It is understood and agreed that all personal property of Licensee and others remaining on the Licensed Premises after the termination of this License shall, at the option of the Licensor, become the property of the Licensor, to be used and disposed of as the Licensor sees fit, and Licensee waives all claims and causes of action against the Licensor for all losses of an injury to such property resulting therefrom. The Licensor's assumption of ownership of such property shall not relieve Licensee of Licensee's obligations for the Licensor's cost of removing and disposing of such property as provided herein.

17. TERMINATION: Except as otherwise provided herein, this License Agreement may be terminated, without any penalty or further liability as follows:

a. Upon thirty (30) days written notice by the non-defaulting party if the defaulting party fails to cure a default for payment of amounts due under this License Agreement within such thirty (30) day period;

b. Licensor, at anytime, may terminate this License by providing sixty (60) days written notice thereof to the Licensee (i) for convenience or (ii) upon Licensor's determination that this License Agreement is no longer required;

c. Licensee, at any time, may terminate this License (i) for convenience or (ii) upon Licensee's determination that this License Agreement is no longer required, by providing sixty (60) days prior written notice thereof to the Licensor;

18. ASSIGNMENT AND DELEGATION: Licensee shall not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the Licensor, which consent may be withheld solely in the Licensor's discretion. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Licensee of any of its obligations hereunder unless the Licensor enters into a novation releasing Licensee of its obligation under the License Agreement.

19. MISCELLANEOUS:

- a. Licensee shall pay all the Licensor's costs, charges and expenses, including the fees of counsel, agents and others retained by Licensor, incurred by enforcing Licensee's obligations hereunder, or incurred by the Licensor in any litigation, negotiation or transaction, in which the Licensor becomes involved or concerned arising out of, in connection with, or incident to the License Agreement.
- b. No receipt of money by the Licensor from Licensee, after the termination of this License Agreement, or after the service of any notices, or after the commencement of any suit, or after final judgment for possession of the premises, shall renew, reinstate, continue or extend the term of this License Agreement or affect any such notice, demand or suit.
- c. No waiver of any default of Licensee shall be implied from any omission by the Licensor to take any action on account of such default, if such default persists or be repeated and no express waiver shall affect any default, other than the default specified in the express waiver, and only for the time and to the extent therein stated.
- d. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provision.
- e. Provisions inserted herein, or affixed hereto, shall not be valid, unless appearing in the duplicate original hereof held by Licensor. In event of a discrepancy, the Licensor's duplicate shall control.
- f. Headings of sections are for convenience only, and do not limit or construe the contents of the sections.
- g. This License Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.
- h. Any legal suit, action, or proceeding arising out of or relating to this License Agreement shall be instituted in Circuit Court of Cook County, and each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.
- i. Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employee/employer or agency relationship. Licensee shall be an independent contractor pursuant to this Agreement. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

- j. Licensee agrees that no member, employce, agent, officer, or official of the Licensor shall be personally charged or be held personally liable by Licensee, its members, employees, agents, tenants, or any subcontractors with regards to any liability or expense under this License Agreement.
- k. The License Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference), the documents, agreements and other instruments to which reference is made herein or therein, constitute the entire agreement between the parties and supersede all prior agreements, negotiations and discussions between the parties relative to the subject matter hercof.

20. AUTHORITY TO ACT: The persons signing this License Agreement warrant that they are duly authorized to execute it on behalf of the Licensor and Licnsce, respectively.

21. NOTICES: All notices to the Licensor shall be in writing and sent via registered mail to the addresses below. Notice to the Licensor shall be deemed served upon the Licensor on the date of mailing by Licensee.

City of Blue Island
Attn: City Administrator
13051 Greenwood Avenue
Blue Island, IL 60406

With a copy to:

Montana & Welch, LLC
11950 S. Harlem Avenue, Suite 102
Palos Heights, Illinois 60463

Notices to Licensee shall be in writing and sent registered mail to the addresses below. Notice to Licensee shall be deemed served upon Licensee on the date of mailing by the Licensor.

Gallagher Asphalt Corporation
Attn: Jon Gallagher, Vice President of Pre-Construction
18100 S. Indiana Avenue
Thornton, IL 60476

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals all as of the day and year first above written.

CITY OF BLUE ISLAND:



By: Fred Bilotto
Mayor

Date Executed: _____

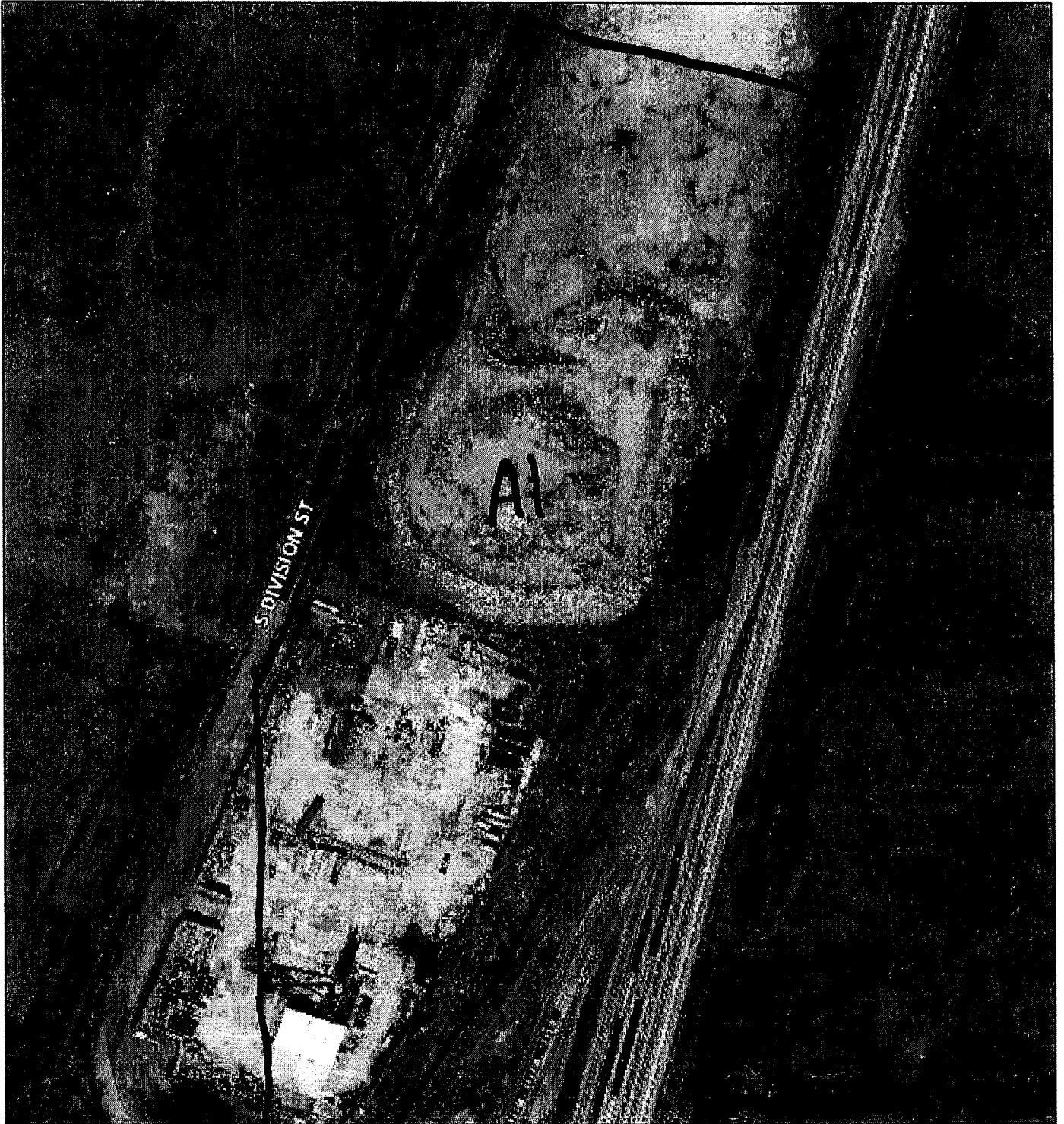
GALLAGHER ASPHALT CORP:

By: _____

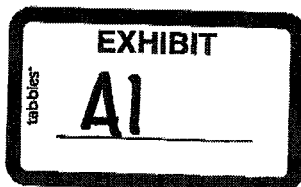
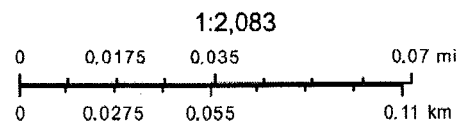
Its: _____

Date Executed: _____

Cook County CookViewer



September 9, 2022

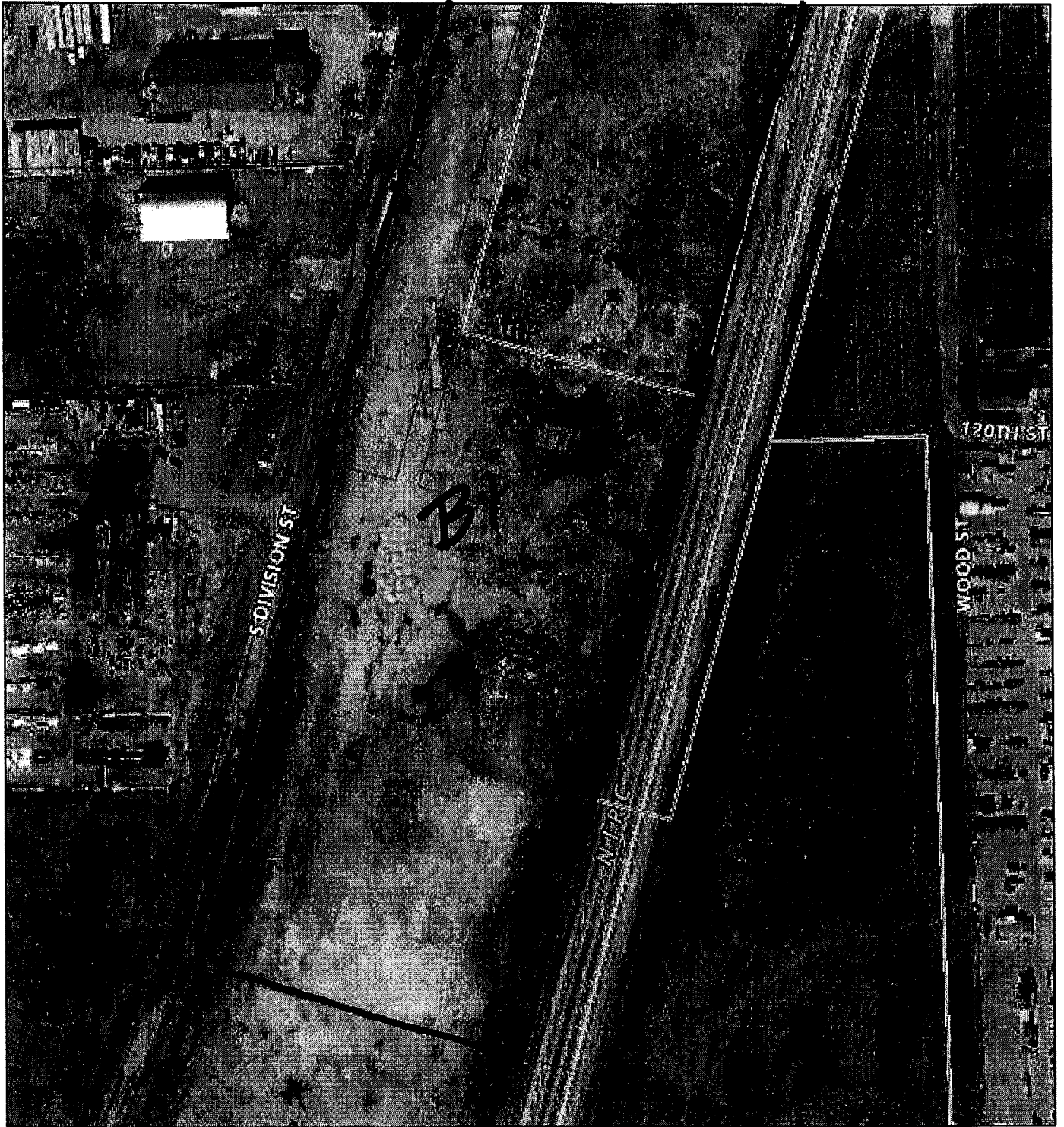


Cook County GIS Dept
Cook County GIS Department

EXHIBIT A2

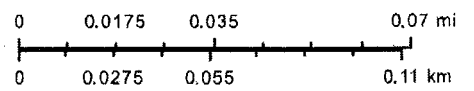
Legal Description to be added.

Cook County CookViewer



September 9, 2022

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Cook County GIS Dept
Cook County GIS Department

EXHIBIT B2

Legal Description to be added.