

VILLAGE OF THORNTON

VILLAGE OF THORNTON AND GALLAGHER ASPHALT CORPORATION USE AGREEMENT

This Agreement dated this 1st day of April, 2024, by and between the VILLAGE OF THORNTON (hereinafter referred to as AVILLAGE@) and GALLAGHER ASPHALT CORPORATION, (hereinafter referred to as AGALLAGHER @).

In consideration of mutual benefits and obligations stated in this Agreement, the parties agree as follows:

SECTION ONE

GRANT OF USE

VILLAGE grants to GALLAGHER a license and right to use and occupy property of the Village of Thornton, commonly known as 108 North Williams 29-34-117-018-0000 and 109 North Wolcott 29-34-117-004-0000 Thornton, Illinois (hereinafter referred to as "Premises") starting on April 1, 2024 and ending on April 30, 2025. Said use shall be for storage only. No sales or manufacturing shall occur and the Premises shall not be open to the general public.

SECTION TWO

EXPIRATION OR TERMINATION OF LICENSE

On the expiration or termination of this license, GALLAGHER must surrender to VILLAGE that portion of the Premises referred to in Section One which was the subject of this Agreement. Upon written request of GALLAGHER, the VILLAGE may extend the term for a definite time upon the same terms. Either party may cancel immediately for cause or upon sixty (60) days without cause. GALLAGHER understands that the VILLAGE is marketing the property to third parties for redevelopment purposes.

SECTION THREE

PAYMENTS

The parties agree the annual usage fee shall be \$1.00 per year. GALLAGHER shall be responsible for the payment of any real estate taxes imposed due to this Agreement.

SECTION FOUR

COMPLIANCE WITH RULES, REGULATIONS AND ORDINANCES

GALLAGHER will comply with all rules, regulations and ordinances of governmental authorities having jurisdiction over the license as it relates to the Premises.

SECTION FIVE

INSURANCE

A. At all times during the term of GALLAGHER 's use of the premises, GALLAGHER , at its expense, will maintain comprehensive general public liability insurance against claims for personal injury, bodily injury, property damage, or death occurring in connection with the planned use of the buildings, with limits of liability not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate for all occurrences within each policy year.

B. In the event that GALLAGHER has employees, at all times during the term of GALLAGHER 's use of the premises, GALLAGHER, at its expense, will maintain state workers' compensation insurance in statutorily-mandated limits, and employers' liability insurance with not less than Five Hundred Thousand Dollars (\$500,000.00) in the aggregate for all occurrences within each policy year.

C. The VILLAGE will be named as an additional insured on all such policies. Copies of the policies will be delivered to the VILLAGE within ten (10) days of the commencement of this Agreement.

D. With respect to the policies that GALLAGHER is required to procure and maintain, each such policy will contain an agreement or endorsement that will not be cancelled by the insurer without at least thirty (30) days prior written notice to the VILLAGE. Not less than ten (10) days prior to the expiration of such policy, GALLAGHER will furnish the VILLAGE with a new policy or certificate of renewal thereon in substitution of the expiring policy.

E. Further, GALLAGHER will not take any action or make any omission, whether upon the premises, or the VILLAGE, or otherwise, which would result in voiding the obligation of the insurer under such policy of insurance.

SECTION SIX

CONDITION AND UPKEEP

- A. GALLAGHER will be responsible for any damage done to any of the VILLAGE fixtures, equipment, or buildings, and will promptly reimburse the VILLAGE for the repair of such damages.
- B. GALLAGHER will not use or permit any use of the buildings which:
- i. is directly or indirectly forbidden by law, ordinance, or government regulation; or
 - ii. is dangerous to life, limb or property; or
 - iii. tends to injure the reputation of the VILLAGE; or
 - iv. will disturb any residents of the neighborhood; or
 - v. may increase the premium or invalidate any insurance policy covering the buildings and grounds.
- C. Notwithstanding anything to the contrary, the VILLAGE will have the right to institute such policies, programs, and measures as may be reasonable, necessary, and/or desirable for the conservation or preservation of energy or energy-related services, or as may be required to comply with applicable law.
- D. GALLAGHER will be responsible for the security of the buildings during their use, including control of unauthorized personnel, checking and locking all exterior doors and windows when the buildings are vacated by GALLAGHER at the end of the day.
- E. GALLAGHER will be responsible for all property of GALLAGHER brought or left in the buildings.
- F. GALLAGHER agrees, at its own expense, to pay all costs for the maintenance, repairs, and improvements to the premises and to pay all utilities and operational costs associated with the premises during the terms of this Agreement or any extensions thereof.

SECTION SEVEN

RELATIONSHIP

- A. Nothing contained in this Agreement will be deemed or construed by the parties hereto or by any third party, to create the relationship of principal and agent, partnership joint venture, or any other association between GALLAGHER and the VILLAGE.
- B. It is expressly understood that all employees, contractors, staff, participants or agents of GALLAGHER are not to be considered employees, contractors, staff, participants or

agents of the VILLAGE, and no relationship between the VILLAGE and the individuals or entities previously stated is created or intended.

SECTION EIGHT

GOVERNING LAW

This Agreement will be governed by the laws of the State of Illinois

SECTION NINE

INDEMNIFICATION

GALLAGHER shall indemnify and save harmless the VILLAGE and their employees, officers, and agents from any claim, action, liability, loss, damage or suit arising from, due to, or in connection with their occupation of the buildings, or their performance of this Agreement.

SECTION TEN

MISCELLANEOUS

- A. GALLAGHER may not assign or transfer this agreement nor sublet the licensed premises, in whole or in part.
- B. This Agreement will bind and inure to the benefit of the successors, assigns, heirs, executors, administrators and legal representatives of the parties.
- C. GALLAGHER agrees to leave the Premises in broom-clean condition and in the condition existing before the use of the activity or activities contemplated in this Agreement.
- D. GALLAGHER shall be liable for any damage done to the premises by GALLAGHER during the period of use.
- E. GALLAGHER will not make any alterations or additions to the buildings or any fixture thereof without the prior written consent of the VILLAGE. Any alterations or additions made by GALLAGHER shall become the property of the VILLAGE without consideration.
- F. GALLAGHER will not exceed the capacity of the buildings.
- G. GALLAGHER shall not receive mail, install telephones or signage at the facility.

