

**PUBLIC UTILITY
LICENSE AGREEMENT**

**LICENSE No. 18-03
ORDINANCE No. 520
SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT No. 09-08
TRACT No. 513, 520, 499, 522, 521
VILLAGE OF HOMER GLEN
FIDDYMENT CREEK PRESERVE**

This Agreement made and entered into this 10th day of May, 2018, by Board approval, Ordinance No. 520, and through Intergovernmental Agreement No. 09-08 amended November, 12, 2009, and May 14, 2009, and by signature of both parties, by and between the Forest Preserve District of Will County ("Grantor"), a body corporate and politic, with principal offices at 17540 W. Laraway Road, Joliet, Illinois 60433, and the Village of Homer Glen ("Grantee") at 14933 Founders Crossing, Homer Glen, Illinois 60491.

WHEREAS, the Grantor is the owner of property known as Fiddymment Creek Preserve ("Preserve"), and is authorized by State Statute (70 ILCS 805/6) to grant temporary licenses "for the construction, operation and maintenance upon, under or across any property of such District of facilities for water, sewage, telephone, telegraph, electric, gas or other public service, subject to such terms and conditions as may be determined by such District." District ordinances and policies allow the granting of utility, transportation, and ingress/egress 99-year licenses which do not contradict its mandate, ordinances, or policies, and which provide a public benefit; and

WHEREAS, the Grantee requires a 99-Year License from the Grantor for the purpose of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning, and maintaining sewers, and any and all manholes, pipes, connections, and, without limitation, such other installations as may be required to furnish sewer services, to the Preserve and through the license area, and such appurtenances and additions thereto as the Village may deem necessary (hereinafter collectively referred to as "Municipal Facilities"), and an additional and adjoining area for a Temporary Construction License Area, together with the right of access across the Preserve for the necessary persons and equipment to do any or all of the above work; and

WHEREAS, the Grantor is willing to grant such permission upon the terms and conditions set forth as follows.

The Grantor hereby grants to Grantee a non-exclusive renewable License for a term of ninety-nine (99) years, commencing May 10, 2018, ("Commencement Date") and terminating May 10, 2117, ("Termination Date") for the purpose of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning, and maintaining Municipal Facilities and through the license area, and such appurtenances and additions thereto as the Village may deem necessary, and an additional area of land adjacent to

the license area for use as a Temporary Construction License, together with the right of access across the Preserve for the necessary persons and equipment to do any or all of the above work within a portion of the Preserve ("License Area") as shown and described on the attached Exhibits A and B, with a total Long Term license acreage of 3.99 acres, and a Temporary Construction License area of 4.00 acres upon the following conditions:

1. The recitals and preambles to this agreement are hereby incorporated herein as fully set forth in this Paragraph 1.

2. Grantor waives its standard 99-Year License Fee and Temporary Construction License Fee contingent upon the Grantee's payment of ONE MILLION TWO HUNDRED NINETY-TWO THOUSAND EIGHT HUNDRED EIGHTEEN AND EIGHTY ONE-HUNDREDTHS DOLLARS (\$1,292,818.80) as the License Fee for land and vegetation impacts suffered by the Grantor through the granting of the License Area. The License Fee will be utilized for construction of a recreational trail and associated trail amenities. The Grantee shall pay the License Fee in conformance with the Intergovernmental Agreement.

3. This 99-Year License may be renegotiated and renewed prior to expiration. If the Grantee desires to renew this 99-Year License, the Grantee shall contact the Grantor in no less than one hundred and twenty (120) days prior to the termination date.

4. Grantee shall assume all risks and liabilities for damages, injuries, or loss to either property or persons which may be incurred by the Grantee or its agents, contractors, and invitees within the License Area.

5. The Grantee shall, prior to the execution of this 99-Year License Agreement, designate and name the Grantor as an additional insured on the Grantee's policy of Comprehensive General Liability Insurance and shall insure, indemnify, defend and hold harmless the Grantor, and all of its officials, officers, agents and employees, from and against any and all claims of any kind or nature, or suits in law or in equity (including costs and expenses such as attorney's fees, expert witness fees incident thereto) arising out of any personal injury, death or property damage occurring as a result of any activity undertaken by the Grantee, or any of its officials, officers, agents, employees, contractors or sub-contractors, in relation to the Municipal Facilities or the License Area including, but not limited to, the construction, installation, repair, replacement, and maintenance of the Municipal Facilities and the restoration of the License Area or other activities caused otherwise by the Grantee in its exercise of the rights granted herein.

6. This non-exclusive 99-Year License as herein granted may be used by the Grantee solely for the purpose of the installation and maintenance of the Municipal Facilities, and associated landscaping and restoration activities within the License Area. The Grantee does not have the right to license or otherwise grant or assign rights in, on, under, or across the License Area to other parties without prior written consent of the Grantor.

7. The Grantee shall at all times conduct its activities within the License Area in such a manner as not to interfere with or otherwise impede the Grantor's use, management, and development of the Preserve.

8. Special Use Permits shall be secured from the Grantor by the Grantee and Grantee's contractors prior to work within the License Area. Except in emergencies, the Grantee shall provide the Grantor with at least thirty (30) days advanced notice prior to any maintenance activity, excavation or vegetation removal conducted in connection with the construction, maintenance, operation, inspection, repair, removal, or restoration within the License Area. Advance notice shall be sent by electronic transmission or by registered mail to the Real Estate Manager of the Grantor at the above referenced address. The Grantor's standard Special Use Permit application fee shall be waived.

9. Except in emergencies, the Grantor shall provide the Grantee with thirty (30) days advanced notice prior to any action within the License Area which may negatively impact the Grantee's rights granted herein. The Temporary Construction License shall expire when the construction of the municipal facilities is complete as certified by the Grantee's Engineer.

10. The provisions of any of the Grantor's currently existing agreements, and all rights, powers, privileges, duties, obligation, and liabilities created thereby, remain in full force and effect, and are not affected hereby except to the extent and in the manner set forth herein.

11. The Grantee shall install the Municipal Facilities and restore the License Area and Temporary Construction License Area to the reasonable satisfaction of the Grantor as agreed upon, articulated and illustrated within the Fiddymont Creek Sanitary Sewer Project plans by HR Green Inc., HHRG #861160056 dated 06/12/2017. Construction and installation of the Municipal Facilities and the restoration of both the License Area and the Temporary Construction License Area shall be completed no later than May 10, 2020, unless such completion date is extended by written agreement of both parties.

12. Grantee is responsible for the good repair and maintenance of its Municipal Facilities during the term of this agreement. Grantee shall maintain its Municipal Facilities such that they cause no damage or harm to the Preserve.

13. If Grantee fails to comply with the terms and conditions of this agreement, the Grantor shall give written notice to the Grantee of the failure to comply. If the failure to comply is not remedied within thirty (30) days of the written notice by the Grantor, or if the Grantee is not proceeding diligently to remedy the failure within those thirty (30) days, then the Grantor may bring an action at law or in equity to enforce its rights, including compelling Grantee to remedy or terminating this agreement. If Grantee abandons or takes the Municipal Facilities out of service for any period of time in excess of ninety (90) days for reasons other than maintenance or line replacement, then Grantor may immediately terminate this agreement upon written notice. Any termination of this agreement under this paragraph shall require the Grantee to render the

Municipal Facilities inoperable, install concrete plugs in and throughout the Municipal Facilities as required by the Grantor, and restore the License Area as per Paragraph 11. In the event that Grantee does not cure within thirty (30) days as provided above, Grantee shall also reimburse Grantor for any and all costs, including reasonable attorneys' fees, incurred in enforcing its rights under this agreement, including, but not limited to, providing written notice of a failure to comply with the terms and conditions of this agreement, negotiation of any such issues, pursuing arbitration or mediation of such issues, filing suit, or taking of any other actions to enforce this agreement. The obligations and rights of this paragraph and of Paragraph 11 survive this agreement.

14. The Grantee is responsible for procuring all necessary Federal, State, County, J.U.L.I.E. and municipal permits, variances, signoffs, etc., and is solely liable for any failure to secure any such permissions. Grantee shall provide copies of all applications, baseline information, natural and cultural resource data reports, Environmental Impact Statements, and Environmental Assessment Report required for review and comment. Proof of permits and signoffs will be required.

15. Grantor also grants licenses for portions of its Preserve to agricultural operations under a Farm License Program operated by Grantor. Should Grantee or Grantee's contractors or agents, in the exercise of any rights under this Agreement at any time during the term of this Agreement, cause any crop damage or loss to Grantor's farm licensee, whether such damage should occur within or outside of any Temporary Construction or Long Term License Area, Grantee shall compensate Grantor's farm licensee for such damage or loss. Grantee shall deal directly with Grantor's farm licensee to resolve any such damage claims.

16. This Agreement and the covenants contained herein shall extend to, and be binding upon the successors and assigns of the parties hereto.

17. No other interest in the License Area is created herein. This Agreement is entered into solely for the benefit of the parties subject to the Agreement and is not intended to create any rights in any third parties.

IN WITNESS THEREOF, the parties have executed this instrument the day and year first referenced above.

GRANTEE:

Representative: George Yklich
Representing: Village of Homer Glen

Title: Mayor/President
Signature: [Signature]
Date: 5-23-18

Witnessed by: Ann Holtz
Title: Village Clerk
Signature: [Signature]
Date: 5-23-18

Notarization:

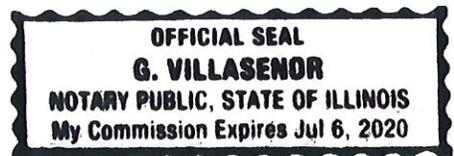
State of ILLINOIS)
County of Will) ss.

I, the undersigned, a Notary Public in, and for said County, in the State aforesaid, DO HEREBY CERTIFY that George Yklich and Ann Holtz, personally known to me to be the Mayor, and Village Clerk respectively of the Village of Homer Glen, Will County, Illinois and to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and Clerk respectively, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth; and on their respective oaths stated that they were duly authorized to execute said instrument, and that the seal affixed thereto is the seal of said entity.

Witness my hand and official seal, this 23rd day of May, 2018 at 7:30 pm

[Signature]
Notary Public in and for said County
My Commission Expires: 7-6-20

After recording, return a copy of the recorded License to the:
Real Estate Manager
Forest Preserve District of Will County
17540 W. Laraway Road
Joliet, Illinois 60433



I, the undersigned, a Notary Public in, and for said County, in the State aforesaid, DO HEREBY CERTIFY that Suzanne Hart and Judy Ogalla personally known to me to be the President, and Secretary respectively of Forest Preserve District of Will County, Board of Commissioners, and to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth; and on their respective oaths stated that they were duly authorized to executed said instrument, and that the seal affixed thereto is the seal of said entity.

Witness my hand and official seal, this 1st day of May 2018 at 10:30 am.

Uma Nevins

Notary Public in and for said County

My Commission Expires: 10-12-21

