

## **PUBLIC UTILITY LICENSE AGREEMENT**

**LICENSE NO. 24-06**

**ORDINANCE NO. 654**

**TRACT NO. 370**

**City of Joliet**

**Joliet Junction Trail**

This Agreement made and entered into this March 14th, 2024, by Board approval, Ordinance No. 654, and by signature of both parties, by and between the Forest Preserve District of Will County (“LICENSOR”) a body corporate and politic, with principal offices at 17540 West Laraway Road, Joliet, Illinois 60433, and the City of Joliet (“LICENSEE”) at 150 West Jefferson Street., Joliet, IL 60432-4158.

WHEREAS, the LICENSOR is the owner of property known as Tract No. 370, Joliet Junction Trail (“Preserve”), with Parcel Identification Number 05-06-12-417-081-0000 and is authorized by State Statute (70 ILCS 805/6) to grant 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.” LICENSOR’s Ordinances and Policies allow the granting of utility, transportation, and ingress/egress licenses which do not contradict its mandate, ordinances, or policies, and which provide a public benefit; and

WHEREAS, the LICENSEE requires a 99-year license from the LICENSOR for the purposes of installing via directional boring, across the Joliet Junction Trail, and maintaining one (1) 16-inch diameter underground water main in Troy Township, Will County, Illinois, and

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

1. The LICENSOR hereby grants to the LICENSEE a renewable, non-exclusive license for a term of ninety-nine (99) years, commencing March 14, 2024 (“Commencement Date”) and terminating March 14, 2123 (“Termination Date”) for the purpose of installation and maintenance of one (1) 16-inch diameter water main and legally described on the attached Plat of License (Exhibit A), identified as “License Area” with a square footage of 1,200 square feet. The License Area is granted subject to the terms and conditions herein.

2. The LICENSEE shall be responsible for the submission of the non-refundable lump sum license fee of \$4,961.32 as calculated by the attached Fee Schedule (Exhibit B). The fee shall be paid by May 1, 2024. The receipt of said license fee is hereby acknowledged.

3. It is understood and agreed to by the parties that the LICENSEE shall install and be responsible for the safe and efficient provision of one (1) 16-inch diameter underground water main and that typically its facilities are intended to remain in place on a permanent basis. For this reason, upon expiration of this License, the parties will make every effort to renegotiate this License according to the then-existing policies of the LICENSOR and under reasonable terms and conditions. If LICENSEE desires to renew this License, the LICENSEE shall contact the LICENSOR no less than One Hundred Twenty (120) days prior to the Termination Date of this License.

Should the License not be renewed, the LICENSEE will peaceably quit and surrender the License Area to the LICENSOR and will (except as otherwise instructed in writing by the LICENSOR), at LICENSEE's sole cost and expense, remove all the LICENSEE's installations, improvements, etc., and will restore the License Area to substantially the same condition as the adjoining land of LICENSOR (Joliet Junction Trail) and to the reasonable satisfaction of the LICENSOR. Removal and restoration shall be completed by the LICENSEE within One Hundred Twenty (120) days of the Termination Date of this License, unless otherwise authorized by the LICENSOR in writing. This section shall survive the termination of this License.

4. The LICENSEE shall assume all risks and liabilities for damages, injuries, or loss to either property or persons which may be incurred by the LICENSEE or its officers, officials, employees, agents, representatives, contractors, subcontractors, and invitees within the License Area.

5. This non-exclusive License as herein granted may be used by the LICENSEE solely for the purpose of installing and maintaining one (1) 16-inch diameter underground water main within the License Area. The LICENSEE does not have the right to license or otherwise grant or assign rights in, on, under, or across the License Area to other parties.

6. The LICENSEE shall always conduct its activities within the License Area in such a manner as not to interfere with or otherwise impede the LICENSOR's use, management, maintenance, and development of the Joliet Junction Trail.

7. The LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR, its officers, officials, commissioners, directors, agents and employees from and against all claims, demands, actions, or suits in law or in equity (including costs and expenses such as attorney's fees and expert witness fees incident thereto) for, or on account of, injury, damage or loss to the person or property of others caused or allegedly caused by the LICENSEE or its officers, officials, directors, employees, agents, representatives, contractors, subcontractors, and invitees within or on LICENSOR's property (not limited to the License Area) while constructing, maintaining, operating, repairing, removing, restoring, or otherwise acting at the request, direction, instruction, or on behalf of or for the LICENSEE in its exercise of the rights granted herein. Additionally, LICENSEE agrees to indemnify, defend, and hold harmless the LICENSOR, its officers, officials,

directors, commissioners, agents and employees from and against all claims, demands, actions, or suits in law or in equity or pursuant to statute (including costs and expenses such as attorney's fees and expert witness fees incident thereto) for, or on account of, any mechanic's lien or claim against LICENSOR's property or LICENSORS's funds brought by, on behalf of, or through LICENSEE or its agents, representatives, contractors, subcontractors, and any of their employees, agents, subcontractors and invitees as a result of constructing, maintaining, operating, repairing, removing, restoring, or performing any other activity at the request, direction, instruction, or on behalf of or for LICENSEE in its exercise of the rights granted herein.

8. Special Use Permits shall be secured from the LICENSOR by the LICENSEE's contractors and subcontractors prior to work within the License Area. Except in emergencies, the LICENSEE shall provide the LICENSOR with any request involving the need to remove any tree more than four (4) inches diameter at four (4) feet above ground level at least three (3) business days prior to any 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 LICENSOR at 17540 W Laraway Road, Joliet, IL 60433.

9. Except in emergencies, the LICENSOR shall provide the LICENSEE with forty-eight (48) hours advance notice prior to any action within the License Area which may negatively impact the LICENSEE's rights granted herein.

10. The provisions of any of the LICENSOR's currently existing agreements with LICENSEE, 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. Should damage to the Preserve or to any fixture or to any tree in excess of four (4) inches diameter (when measured four (4) feet above ground level) on LICENSOR's property occur due to LICENSEE's construction, operation, installation, repair, removal, or maintenance of the 16-inch diameter underground water main, the LICENSEE shall restore the LICENSOR's property to the reasonable satisfaction of the LICENSOR upon completion of construction, installation, operation, maintenance, repair, removal, or other activities.

12. The LICENSEE is responsible for procuring all necessary Federal, State, County, and municipal permits, variances, signoffs, etc., required to construct, install, operate, remove, repair, or maintain the fixtures, appliances, etc., for the purpose of this License. Should the LICENSEE perform any grading, leveling, digging or excavation on the License Area, the LICENSEE shall comply with all notice requirements of J.U.L.I.E. The LICENSEE shall provide copies of all applications, baseline information, natural and cultural resource data reports, Environmental Impact Statements, and Environmental Assessment Reports required by any permitting or reviewing agencies for the LICENSOR's review and comment prior to performance of any work under this License in the License Area. Proof of permits and signoffs will be required prior to excavation, earthwork or clearing.

13. Special Conditions

- A. The LICENSEE shall apply for and obtain a Special Use Permit from LICENSOR prior to any work being performed in, on or under LICENSOR's Property and/or the License Area.
- B. LICENSEE shall provide LICENSOR with photos of the existing conditions in and around the License Area prior to the start of construction.
- C. LICENSEE shall insure that construction warning signs, fences, and erosion control measures are installed prior to the open trench work being performed in and adjacent to the License Area.
- D. LICENSEE shall provide for the restoration of any vegetation and damage to topography due to LICENSEE's work or actions within the License Area or anywhere on LICENSOR's property per the District Special Use Permit issued by the LICENSOR.
- E. After completion of the initial installation of the 16-inch diameter underground water main within the License Area, LICENSEE understands that any additional or future work within the License Area will require the issuance of a Special Use Permit by the LICENSOR.

14. This Agreement and the covenants contained herein shall extend to and be binding upon the successors and assigns of the parties hereto. Failure to comply with any of the conditions of this Agreement shall make it null and void and require removal of all LICENSEE's installations, improvements, etc., and restoration by the LICENSEE of the License Area to the same condition as the adjoining land of LICENSOR and to the reasonable satisfaction of LICENSOR.

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

**LICENSEE:**  
**City of Joliet**

**LICENSOR:**  
**Forest Preserve District of  
Will County**

Representative: \_\_\_\_\_  
Title: \_\_\_\_\_  
Representing: \_\_\_\_\_

Representative: Annette Parker  
Title: President, Board of Commissioners  
Representing: Forest Preserve District of  
Will County

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: Annette Parker  
Date: 3/19/24

Witnessed by: \_\_\_\_\_  
Title: \_\_\_\_\_

Witnessed by: Raquel Mitchell  
Title: Secretary, Board of Commissioners

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: Raquel Mitchell  
Date: 3/19/24

Aye: \_\_\_\_\_  
Nay: \_\_\_\_\_  
Abstain: \_\_\_\_\_

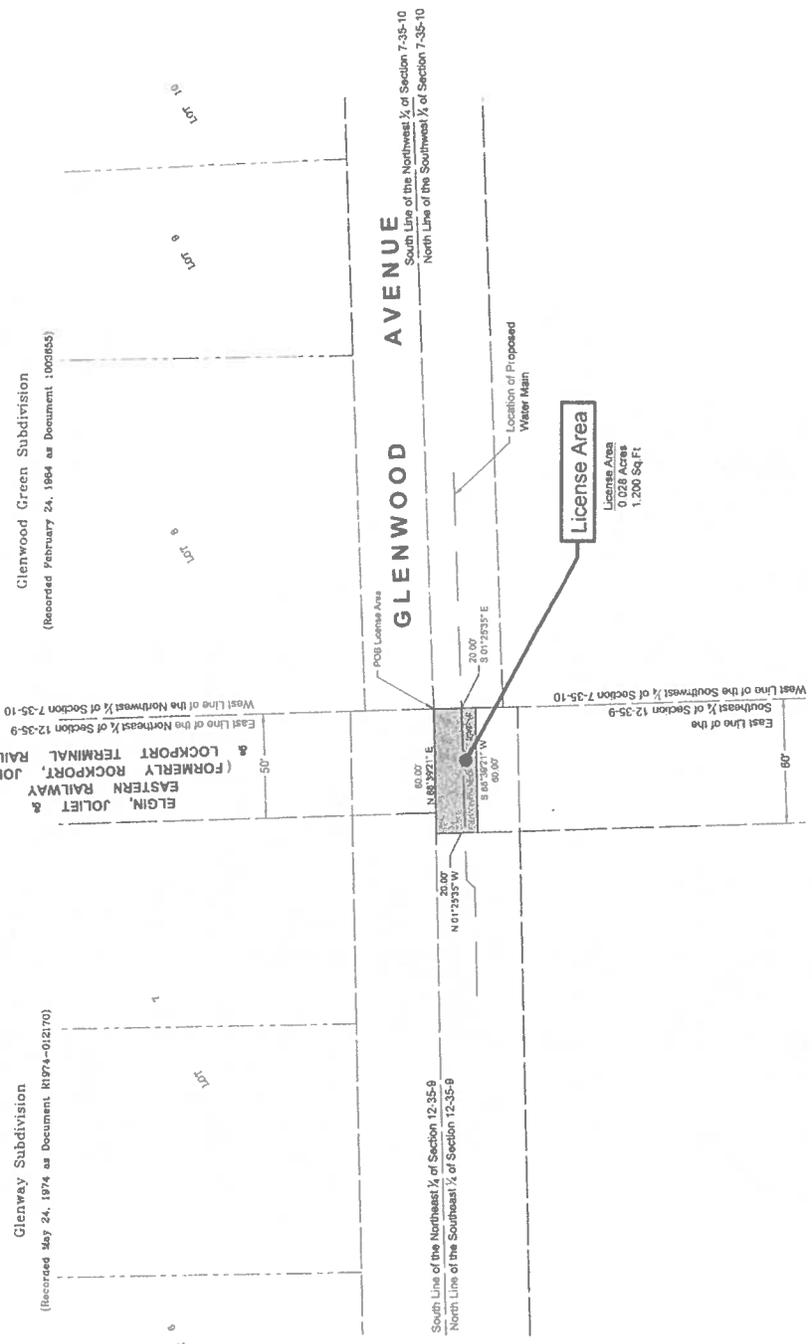
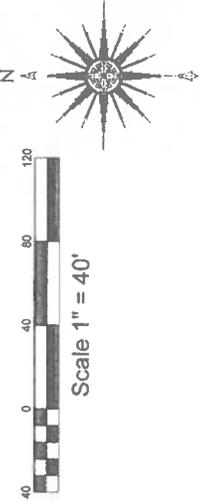




# PLAT OF LICENSE

## LEGAL DESCRIPTION - LICENSE AREA

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 12, THENCE SOUTH 01 DEGREES 25 MINUTES 35 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12, 20.00 FEET; THENCE SOUTH 88 DEGREES 38 MINUTES 21 SECONDS WEST 60.00 FEET TO A POINT ON A LINE 60 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12, THENCE NORTH 01 DEGREES 25 MINUTES 35 SECONDS WEST ALONG SAID PARALLEL LINE, 20.00 FEET; THENCE SOUTH 01 DEGREES 25 MINUTES 35 SECONDS WEST ALONG SAID PARALLEL LINE, 20.00 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.



STATE OF ILLINOIS )  
COUNTY OF MCHENRY )

I HEREBY CERTIFY THAT WE HAVE PREPARED THE FORGOING PLAT FOR THE PURPOSES OF GRANTING A LICENSE ACROSS THE ABOVE DESCRIBED LAND TO THE CITY OF JOLIET AND THAT THE PLAT IS A CORRECT REPRESENTATION THEREOF.  
DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

BAXTER & WOODMAN CONSULTING ENGINEERS  
DATE: October 12, 2023 BY: *Anthony Bianchini*  
ANTHONY BIANCHINI, P.L.S., P.S.M.  
PROFESSIONAL LAND SURVEYOR  
ILLINOIS NO. 035-063665  
LICENSE EXPIRES 11-30-2024

MY PROFESSIONAL LICENSE RENEWAL DATE IS 11/30/2024

## EXHIBIT A

<b>PLAT OF LICENSE</b>	
<b>BAXTER &amp; WOODMAN</b> Consulting Engineers	
8678 BIRLA HINDU ROAD • CHRYSTAL LAKE, IL 60012 PHONE: 815-494-1260 • FAX: 815-456-6658	
DRAWN BY: AEB	
CHECKED BY: MAC	
S-T-R: 7-35-10	SCALE: 1" = 40'
CLIENT: City of Joliet	JOB NO: <b>0221587</b>

**EXHIBIT B**  
**License Fee Payment Schedule**

District License: 24-06

Licensee: City of Joliet

Preserve: Joliet Junction Trail

Classification: Recreation

License Area Value over the term of the license : \$0.89 (Min Value: \$1,780.00)

Year	Base License Fee	CPI	Increase Amount	Subtotal License Fee	Land Class	Land Class Increase	Administrative Fee	Total Land and Admin. Increase	Total License Fee
2024	\$89.00	0.0%	\$0.00	\$89.00	25%	\$22.25	\$250.00	\$272.25	\$361.25
2025	\$89.00	6.5%	\$5.79	\$94.79	25%	\$23.70	\$250.00	\$273.70	\$368.48
2026	\$94.79	6.5%	\$6.16	\$100.95	25%	\$25.24	\$250.00	\$275.24	\$376.18
2027	\$100.95	6.5%	\$6.56	\$107.51	25%	\$26.88	\$250.00	\$276.88	\$384.38
2028	\$107.51	6.5%	\$6.99	\$114.50	25%	\$28.62	\$250.00	\$278.62	\$393.12
2029	\$114.50	6.5%	\$7.44	\$121.94	25%	\$30.48	\$250.00	\$280.48	\$402.42
2030	\$121.94	6.5%	\$7.93	\$129.86	25%	\$32.47	\$250.00	\$282.47	\$412.33
2031	\$129.86	6.5%	\$8.44	\$138.30	25%	\$34.58	\$250.00	\$284.58	\$422.88
2032	\$138.30	6.5%	\$8.99	\$147.29	25%	\$36.82	\$250.00	\$286.82	\$434.12
2033	\$147.29	6.5%	\$9.57	\$156.87	25%	\$39.22	\$250.00	\$289.22	\$446.09
2034	\$156.87	6.5%	\$10.20	\$167.07	25%	\$41.77	\$250.00	\$291.77	\$458.83
2035	\$167.07	6.5%	\$10.86	\$177.92	25%	\$44.48	\$250.00	\$294.48	\$472.41
2036	\$177.92	6.5%	\$11.57	\$189.49	25%	\$47.37	\$250.00	\$297.37	\$486.86
2037	\$189.49	6.5%	\$12.32	\$201.81	25%	\$50.45	\$250.00	\$300.45	\$502.26
2038	\$201.81	6.5%	\$13.12	\$214.92	25%	\$53.73	\$250.00	\$303.73	\$518.65
2039	\$214.92	6.5%	\$13.97	\$228.89	25%	\$57.22	\$250.00	\$307.22	\$536.12
2040	\$228.89	6.5%	\$14.88	\$243.77	25%	\$60.94	\$250.00	\$310.94	\$554.71
2041	\$243.77	6.5%	\$15.85	\$259.62	25%	\$64.90	\$250.00	\$314.90	\$574.52
2042	\$259.62	6.5%	\$16.88	\$276.49	25%	\$69.12	\$250.00	\$319.12	\$595.62
2043	\$276.49	6.5%	\$17.97	\$294.46	25%	\$73.62	\$250.00	\$323.62	\$618.08
2044	\$294.46	6.5%	\$19.14	\$313.60	25%	\$78.40	\$250.00	\$328.40	\$642.01
			\$224.60	\$3,769.06		\$942.26	\$5,250.00	\$6,192.26	\$9,961.32

License Area (2,000 sq minimum) 60' x 20' 1,200  
 License duration 20  
 Districts Valuation of Land at \$0.89/sf ( \$1780.00 min. License Value) for the ENTIRE license term 1780

**Lump Sum Payment**  
 Base License Fee: \$3,769.06  
 Cost for Recreation \$942.26  
 One time administrative fee: \$250.00  
 Application and Processing Fee RECEIVED  
 Total: \$4,961.32