

LICENSE AGREEMENT

LICENSE NO. 25-09

ORDINANCE NO. 656

TRACT NO. 081

City of Joliet

Installation of Groundwater Monitoring Well at Hammel Woods

This License Agreement made and entered into this 9th day of January 2025, by Board approval, Ordinance No. 656, and by the 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"), a municipal corporation, with offices located at 150 West Jefferson Street, Joliet, IL 60432, collectively ("PARTIES") and individually ("PARTY").

WHEREAS, the LICENSOR is the owner of property known as Tract 81 in Hammel Woods Preserve ("PRESERVE"), with Parcel Identification Number of 05-06-10-300-026-0000, 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, renewable energy, 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 license from the LICENSOR for the purpose of installing one (1) 2-inch PVC well piezometer and its appurtenances ("FACILITIES") within the portion of the PRESERVE legally described and depicted on **Exhibit A** ("LICENSE AREA") and containing approximately 1,600 square feet.; and

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

1. The recitals and preambles to this LICENSE AGREEMENT are hereby incorporated as if fully set forth in this Paragraph 1.
2. The LICENSOR hereby grants to the LICENSEE a renewable, non-exclusive license for a term of ten (10) years, commencing the 9th day of January, 2025 for the purpose of constructing, operating, and maintaining the FACILITIES in the LICENSE AREA and shall terminate on January 8, 2035.
3. The LICENSEE shall be responsible for the submission of the non-refundable lump sum license fee of \$3,552.37 as calculated by the attached Fee Schedule (**Exhibit B**). The fee shall be paid by February 28, 2025.

4. (a) It is understood and agreed to by the parties that the LICENSEE is responsible for the safe and efficient design, permitting, installation, overall management, maintenance, and operation of the FACILITIES, which are intended to remain in place for the duration of this LICENSE AGREEMENT. Additionally, at the termination of the license granted hereby, the FACILITIES shall be sealed and closed and the LICENSE AREA restored. For this reason, the parties will make reasonable efforts to renew this LICENSE AGREEMENT according to the then-existing policies of the LICENSOR and the LICENSEE, respectively, and under reasonable terms and conditions.

(b) Should this LICENSE AGREEMENT not be renewed, the LICENSEE will peaceably quit and surrender the LICENSE AREA to the LICENSOR and shall, at LICENSEE's sole cost and expense, and unless otherwise approved in writing by LICENSOR, seal and close the LICENSEE's FACILITIES and shall restore any and all damaged property caused by the sealing and closure of the FACILITIES to the reasonable satisfaction of the LICENSOR. Sealing and closure of the FACILITIES and restoration of the LICENSE AREA shall be completed by the LICENSEE within One Hundred Twenty (120) days of the termination of this License, unless otherwise authorized in writing by the LICENSOR. If sealing and closure of the FACILITIES and restoration of the LICENSE AREA is not completed within this time, then the LICENSOR may complete the resealing and closure and restoration, and LICENSEE shall reimburse LICENSOR for all costs and expenses in connection with such sealing and closure of the FACILITIES and restoration of the LICENSE AREA, including but not limited to employee compensation, cost of supplies and labor, and contractors' total expenses. This section shall survive the termination of this LICENSE AGREEMENT.

5. The LICENSEE shall assume all risks and liabilities for damages, injuries, or loss to property and/or persons which may be incurred by the LICENSEE or its agents, contractors, subcontractors and invitees and any employees of each of them within the PRESERVE, except for those liabilities caused by the negligent or intentional acts or omissions of LICENSOR.

6. 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.

7. The LICENSEE shall at all times conduct its activities within the LICENSE AREA in such a manner as not to unreasonably interfere with or otherwise impede the LICENSOR's use, management, and development of the PRESERVE and other LICENSOR property.

8. The LICENSEE agrees to indemnify, defend and hold harmless the LICENSOR, its officers, directors, agents and employees from and against all claims, demands, actions, or suits in law or in equity (including costs and expenses such as reasonable attorney's fees and expert witness fees incident thereto) for, or on account of, any injury, damage or loss to the person, including death, or property of others caused or allegedly caused by the LICENSEE or its agents, contractors, subcontractors, and invitees and any employees of each of them within or on LICENSOR property (not limited to the LICENSE AREA) while installing, maintaining, operating, repairing, and removing or otherwise exercising any of its rights and responsibilities granted under this LICENSE AGREEMENT, including, but not limited to any claims, demands, actions or suits brought by employees of LICENSEE. Additionally, LICENSEE agrees to indemnify, defend and hold harmless the LICENSOR, its officers, directors, 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 reasonable attorney's fees and expert witness fees incident thereto)

for, or on account of, any mechanic's lien or claim against LICENSOR property or LICENSOR funds brought by, on behalf of, or through LICENSEE or its agents, contractors, subcontractors, materials suppliers, and any of their employees, agents, subcontractors and invitees as a result of constructing, maintaining, operating, repairing, removing, restoring, or any other activity otherwise done at the request, direction, or instruction of or for LICENSEE in its exercise of the rights and responsibilities granted herein. The LICENSEE agrees to indemnify, defend and hold harmless the LICENSOR, its officers, directors, agents and employees from and against all claims, demands, actions, or suits in law or in equity (including costs and expenses such as reasonable attorney's fees and expert witness fees incident thereto) for, or on account of, injury, damage or loss to the person, including death, or property arising out of the use of the FACILITIES by any person or entity, including but not limited to any claims relating to the condition of the facilities or the failure to enforce rules and regulations relating to the construction, operation, use and removal/closure of the FACILITIES. Notwithstanding anything to the contrary in this paragraph 8, in no event shall LICENSEE's indemnification liability hereunder with respect to LICENSOR extend to matters caused by any negligent act or omissions or willful misconduct by LICENSOR or its agents, contractors, subcontractors, invitees or employees.

9. If the services of an attorney are required by LICENSOR or LICENSEE to secure the performance under this LICENSE AGREEMENT or otherwise upon the breach or default of the other party to the LICENSE AGREEMENT, or if any judicial remedy is necessary to enforce or interpret any provision of the LICENSE AGREEMENT, the prevailing party shall be entitled to recover from the other its reasonable attorney's fees, costs and other expenses, in addition to any other relief to which such prevailing party may be entitled.

10. Special Use Permits shall be secured from the LICENSOR by the LICENSEE, its contractors, subcontractors, and any others doing work at the request, direction or instruction of or for LICENSEE prior to any and all work within LICENSOR property, including LICENSE AREA. LICENSEE shall, at all times during the term of this LICENSE AGREEMENT, maintain a policy of general liability insurance with coverage of not less than \$1,000,000 per occurrence, which insurance policy shall be primary and non-contributory to any insurance maintained by LICENSOR. The foregoing general liability insurance policy shall provide an endorsement insuring the LICENSEE's obligations under Paragraph 8 hereof. All Special Use Permit applications shall be accompanied by a Certificate of Liability Insurance, evidencing the required coverage and providing that "The Forest Preserve District of Will County is additional insured with respect to general liability coverage."

11. Except in emergencies, the LICENSEE shall provide the LICENSOR with forty-eight (48) hours' advance notice prior to any activity within the LICENSE AREA being taken pursuant to the LICENSEE's rights and responsibilities granted herein. LICENSEE will use commercially reasonable efforts to notify (via telephone) LICENSOR of any emergency work necessary to prevent imminent injury, death, or loss of service and in such cases may proceed to correct/address such emergency work and shall contact LICENSOR after completion of such work and will submit an application for a Special Use Permit in accordance with Paragraph 10 within 48-hours after work commences for any emergency work.

12. The provisions of any of the LICENSOR's currently existing agreements with respect to the LICENSE AREA, and all rights, powers, privileges, duties, obligation, and liabilities created thereby, shall remain in full force and effect and are not affected hereby except to the extent and in the manner set forth herein. LICENSEE's rights and obligations hereunder are subject to the rights, powers, privileges,

duties, obligation, and liabilities under such existing agreements. LICENSOR represents to LICENSEE that LICENSOR has no existing agreements in place with other persons or entities for all or any part of the LICENSE AREA.

13. Should the LICENSEE cause any damage to the PRESERVE or any LICENSOR property in the carrying out LICENSEE's rights and obligations under this LICENSE AGREEMENT, then the LICENSEE shall promptly restore the PRESERVE or LICENSOR property to the LICENSOR's sole, but reasonable satisfaction.

14. The LICENSEE is responsible for complying at all times with all necessary Federal, State, County and local laws, rules and regulations, and procuring any municipal permits, variances, signoffs, and other approvals required to install, maintain, operate, repair and remove the FACILITIES. 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, if any, pertaining to the LICENSE AREA and required by the permitting agencies for the LICENSOR's review and comment. Proof of permits and signoffs will be required prior to excavation, earthwork or clearing.

15. This LICENSE 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 LICENSE AGREEMENT, after written notice of such failure to LICENSEE and failure by LICENSEE to cure such failure within 30 days after receipt of such notice, shall, at LICENSOR's election, terminate this LICENSE AGREEMENT whereupon LICENSEE shall be required to remove all LICENSEE's FACILITIES and to restore the LICENSE AREA in conformity with the requirement of Paragraph 4(b), above. Nothing herein shall be construed to give LICENSEE any rights in the LICENSE AREA other than as specifically set forth in this LICENSE AGREEMENT.

16. If any provision of this LICENSE AGREEMENT is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this LICENSE AGREEMENT (including, without limitation, Paragraphs 4, 5, 8, and Paragraph 13) remain legal and enforceable, the remainder of this LICENSE AGREEMENT shall remain operative and binding on the parties.

(Signatures to Follow)

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

LICENSEE:
City of Joliet

Representative: H. Elizabeth Beatty

Title: City Manager

Representing: City of Joliet

Signature: _____

Date: _____

Witnessed by: Lauren O'Hara

Title: City Clerk

Signature: _____

Date: _____

LICENSOR:
Forest Preserve District of
Will County

Representative: Ralph Schultz

Title: Executive Director

Representing: Forest Preserve District of
Will County

Signature: _____

Date: _____

Witnessed by: _____

Title: _____

Signature: _____

Date: _____

Notarization:

State of Illinois)
) ss.
County of Will)

I, the undersigned, a Notary Public in, and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ralph Schultz, personally known to me to be the Executive Director, of the **Forest Preserve District of Will County**, and to be the same person whose name is subscribed to the foregoing instrument as such Executive Director, 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 ____ day of January 2025.

Notary Public in and for said County

My Commission Expires: _____

After recording, return a copy of the recorded License to:

Real Estate Manager
Forest Preserve District of Will County
17540 West Laraway Road
Joliet, Illinois 60433

Notarization:

State of _____)
County of _____) ss.

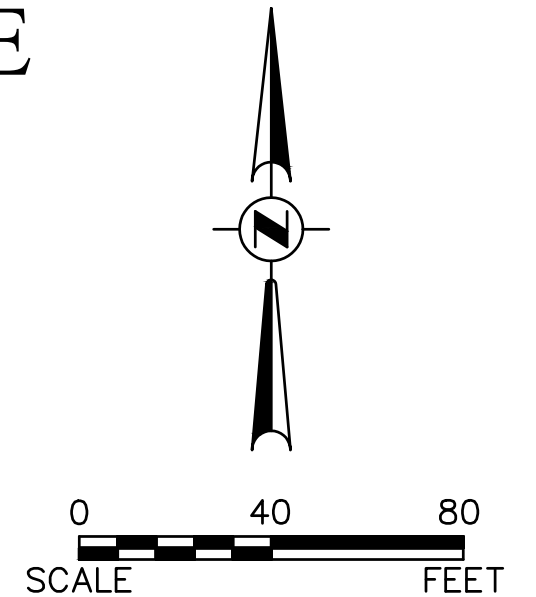
I, the undersigned, a Notary Public in, and for said County, in the State aforesaid, DO HEREBY CERTIFY that H. Elizabeth Beatty and Lauren O'Hara, personally known to me to be the City Manager and City Clerk, respectively, of the **City of Joliet**, and to be the same persons whose names are subscribed to the foregoing instrument as such City Manager and City 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 executed said instrument, and that the seal affixed thereto is the seal of said entity.

Witness my hand and official seal, this _____ day of _____, _____.

Notary Public in and for said County

My Commission Expires:_____

PLAT OF LICENSE



DATED: 11-22-2024 PROJECT NO: J02201RB
FILE NO: J02201RB HAMMEL PLAT OF LICENSE

License #25-09

EXHIBIT B License Fee Payment Schedule

District Ordinance: 656

District License No. 25-09

Licensee: City of Joliet

Preserve: Hammel Woods Dog Park

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	\$178.00	0.0%	\$0.00	\$178.00	0%	\$0.00	\$250.00	\$250.00	\$428.00
2025	\$178.00	3.4%	\$6.05	\$184.05	25%	\$46.01	\$250.00	\$296.01	\$480.07
2026	\$184.05	3.4%	\$6.26	\$190.31	25%	\$47.58	\$250.00	\$297.58	\$487.89
2027	\$190.31	3.4%	\$6.47	\$196.78	25%	\$49.20	\$250.00	\$299.20	\$495.98
2028	\$196.78	3.4%	\$6.69	\$203.47	25%	\$50.87	\$250.00	\$300.87	\$504.34
2029	\$203.47	3.4%	\$6.92	\$210.39	25%	\$52.60	\$250.00	\$302.60	\$512.99
2030	\$210.39	3.4%	\$7.15	\$217.54	25%	\$54.39	\$250.00	\$304.39	\$521.93
2031	\$217.54	3.4%	\$7.40	\$224.94	25%	\$56.23	\$250.00	\$306.23	\$531.17
2032	\$224.94	3.4%	\$7.65	\$232.59	25%	\$58.15	\$250.00	\$308.15	\$540.73
2033	\$232.59	3.4%	\$7.91	\$240.49	25%	\$60.12	\$250.00	\$310.12	\$550.62
2034	\$240.49	3.4%	\$8.18	\$248.67	25%	\$62.17	\$250.00	\$312.17	\$560.84
			\$70.67	\$2,327.23			\$475.14	\$2,750.00	\$3,287.31
									\$5,614.54

License Area (2,000 sq minimum) 802' x 20' : 1600
License duration 10
Districts Valuation of Land at \$0.89/sf (\$1780.00 min. License Value) for the ENTIRE license term 1780

Annual Payment:

Initial Base License Fee is Land Valuation divided by license duration: \$2,327.23
Consumer Price Index is 0.034
Land Class Annual Impact Fee is 25 % (for Recreation Land Class)= \$475.14
Administrative Fee for annual payment is 250/yr = \$2,750.00
Application and Processing Fee \$500.00
Total \$6,052.37

Lump Sum Payment:

Base License Fee: \$2,327.23
Cost for Resource: \$475.14
One time administrative fee: \$250.00
Application and Processing Fee \$500.00
Total: **\$3,552.37**