

**A RESOLUTION APPROVING A SHORT TERM PERMIT
AGREEMENT BETWEEN THE VILLAGE OF ARLINGTON HEIGHTS
AND THE LAKE COUNTY FOREST PRESERVE DISTRICT**

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF ARLINGTON HEIGHTS, ILLINOIS AS FOLLOWS:

SECTION ONE: That a Short Term Permit Agreement between the Village of Arlington Heights and the Lake County Forest Preserve District, granting the Village authority to construct approximately 500 feet of an aggregate multi-use trail on the Lake County Forest Preserve property located within the Buffalo Creek Multi-Use Trail Extension Project at Wilke and Lake Cook Roads, attached hereto and made a part hereof, is hereby approved.

SECTION TWO: The Village President and Village Clerk are hereby authorized and directed to execute said Short Term Permit Agreement on behalf of the Village of Arlington Heights.

SECTION THREE: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

AYES:

NAYS:

PASSED AND APPROVED this 18th day of May, 2020.

Village President

ATTEST:

Village Clerk

**LAKE COUNTY FOREST PRESERVE DISTRICT
SHORT TERM PERMIT AGREEMENT**

**Project Name: Wilke Road Trail
Connection
Project #: BUCR20-003.1STP**

This Short Term Permit Agreement (this "Agreement") is dated and executed as of the 5th day of May, 2020 (the "Effective Date"), and is by and between the LAKE COUNTY FOREST PRESERVE DISTRICT, a body politic and corporate, organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/001 et seq. (the "District"), and VILLAGE OF ARLINGTON HEIGHTS, a home rule municipality organized and existing under Article VII, Section 10 of the Illinois Constitution of 1970 ("Licensee"). In consideration of the provisions below and other consideration, the receipt and sufficiency of which are hereby acknowledged, the District and Licensee agree as follows:

1. BACKGROUND. The District holds fee simple title to property commonly known as BUFFALO CREEK FOREST PRESERVE in Lake County, Illinois (the "Subject Property"). Licensee desires to enter onto that part of the Subject Property depicted on Exhibit A attached hereto and made a part hereof (the "Licensed Premises") for the limited purpose of constructing a trail extension from Lake Cook Road at Wilke Road to the existing District trail system within the Subject Property (the "Work"), all in accordance with the plans and specifications including District trail details and tree/shrub removal, attached hereto as Exhibit B (collectively, the "Plans") and hereby made a part hereof. The District is willing to allow Licensee to enter temporarily onto the Licensed Premises to perform the Work in accordance with the terms and conditions of this Agreement. The Work is being performed pursuant to State of Illinois (the "State") contract no. 61G52 (the "State Contract").

2. GRANT OF PERMIT; LIMITATION OF INTEREST; TERM. Subject to this Agreement and the District's "Ordinance Regarding Licenses and Easements" approved December 10, 2019 (the "License and Easement Ordinance"), as amended, the District hereby grants to Licensee a non-exclusive revocable license and permit (the "Permit"), issued pursuant to 70 ILCS 805/6 to enter upon and across the Licensed Premises for the sole purpose of performing the Work. The Permit will not be effective unless and until: (a) Licensee has obtained all permits and approvals for the Work required by all applicable laws ("Requirements of Law") and (b) Licensee has provided written notice to the District that it has obtained all such permits and approvals and intends to commence the Work (the "Commencement Notice"), which Commencement Notice must be received by the District at least 48 hours before the commencement of the Work. The Permit is a contractual right only, and Licensee does not and will not have any legal, beneficial, or equitable interest in the Licensed Premises. The Permit term will commence on the earlier of (i) the date that the District receives the Commencement Notice from Licensee and (ii) the date that is the six-month anniversary of the Effective Date (the "Commencement Date") and will end at 11:59 p.m. on the date that is 60 days after the Commencement Date (the "Term"). In the District's sole discretion, the District may deem the Term to include any other period of time during which Licensee enters upon the Licensed Premises to perform the Work, during which period all of the provisions of this Agreement will apply and be enforceable to the same extent as during the Term.

3. PERFORMANCE OF WORK. Licensee will perform the Work solely on the Licensed Premises, in a good and workmanlike manner, at no cost and expense to the District, and in accordance with the Plans and the Requirements of Law, including without limitation the License and Easement Ordinance and all Requirements of Law that prohibit, restrict, or regulate any hazardous materials. If Licensee desires to perform any Work that deviates from the Work proposed in the Plans (the "Changed Work"), Licensee must, prior to the commencement of any Changed Work, obtain the written approval of the District's Executive Director, which approval may be granted or denied in the Executive Director's sole discretion. No later than 30 days after completion of the Work, including any approved Changed Work,

Licensee must either: (a) deliver to the District a written statement certifying that Licensee has completed all Work in accordance with the Plans; or (b) prepare and deliver to the District, at Licensee's sole cost and expense, (i) an amendment to the Construction Plans depicting the as-built condition of the Work and Changed Work (the "As-Built Drawings") and (ii) a written statement certifying that Licensee has completed all Work and Changed Work in strict accordance with the Construction Plans and As-Built Drawings.

4. MAINTENANCE OF LICENSED PREMISES.

A. Licensed Premises. At all times during the Term, Licensee must maintain the Licensed Premises, and all other property owned by the District adjacent to the Licensed Premises, in a safe, good and clean condition without hazard to public use.

B. District Property. Licensee must promptly clean all mud, dirt, or debris deposited by it on any property owned by the District, and must repair any damage to any property owned by the District caused by the activities of Licensee in connection with the Work. If Licensee fails to clean or repair, or undertake with due diligence to clean or repair, any property owned by the District within 24 hours after the District gives Licensee notice to thereof, then the District shall have the right, but not the obligation, to cause the affected property to be cleaned or repaired and to recover from Licensee all costs incurred by the District to cause the affected property to be cleaned or repaired.

C. Abatement of Dangerous Condition. In the event the Work threatens the public health and safety, Licensee agrees that (i) the District shall have the right, but not the obligation, to take all necessary action to abate the dangerous condition, and (ii) Licensee shall reimburse the District for all costs incurred by the District in the performance of such abatement.

5. RESTORATION AND VACATION. Upon completion of the Work or termination of this Agreement, Licensee shall, at no cost to the District, (a) remove any facilities and Work from the Licensed Premises, (b) restore the Licensed Premises to a condition as good or better than its condition prior to Licensee's entry onto the Licensed Premises, and (c) thereafter, vacate the Licensed Premises. In the event that Licensee fails to remove any facilities and the Work, or to restore the Licensed Premises, the District shall have the right, but not the obligation, to perform and complete the removal and restoration, and to charge Licensee for all costs and expenses, including legal and administrative costs, incurred by the District for such work.

6. RESERVATION OF RIGHTS. The District reserves its right to: (a) use the Licensed Premises in any manner that will not unreasonably prevent, impede, or interfere with Licensee's use of the Permit, (b) grant other non-exclusive licenses or easements within the Licensed Premises, and (c) full and normal access to the Licensed Premises for any public purpose. Licensee will perform the Work so that it does not unreasonably interfere with District's use and occupancy of the Licensed Premises.

7. NO ASSESSMENTS AND LIENS. Licensee represents and warrants that it will: (a) not assess or impose, or allow to be assessed or imposed, against the Licensed Premises any special assessment, special service area tax, recapture fee, or similar assessment, tax, or fee (an "Assessment"), (b) indemnify the District from any Assessment that is imposed, (c) take all necessary action to keep the Licensed Premises free and clear of all liens, claims, and demands, including without limitation mechanic's liens, in connection with the Work, and (d) cause, at Licensee's sole cost and expense, (i) any lien that is filed against the Licensed Premises in connection with the Work to be discharged and released, and (ii) evidence of this discharge and release to be recorded against the Licensed Premises, all within 30 days after the date of filing of the lien.

8. SECURITY. The Licensee shall cause the work to be secured in an amount not less than \$50,000, in the form of cash, a certified or cashier's check, a letter of credit or a completion bond as a guarantee of compliance with all conditions of this Agreement, including any required restoration and repair of any damage to the Licensed Premises or any other property owned by the District and shall not release such security until the District has expressly consented in writing to such release, and the District shall provide such consent if Licensee has complied with all conditions of this Agreement.

9. INDEMNITY. Licensee assumes sole and complete responsibility for any personal injury, including death, and damage to property that may arise directly from the use of the Licensed Premises by Licensee, its officers, directors, trustees, board members, partners, employees, agents and contractors. Without waiving any tort immunity, Licensee shall indemnify, hold harmless, defend, and release the District, its commissioners, officers, agents, and employees from and against any alleged loss, claim, damage, and expense (including, without limitation, attorneys' fees and litigation costs) that may be alleged or asserted against any of those parties in connection with (a) the performance of the Work or (b) Licensee's performance of, or failure to perform, its obligations under this Agreement (collectively, the "Indemnified Claims"), whether or not any such performance or failure to perform is alleged to result from the Licensee's breach of this Agreement, negligence, willful misconduct, or any other standard of conduct; however, this indemnity will not apply to the extent any Indemnified Claims are caused by the willful misconduct or gross negligence of the District.

10. INSURANCE. Licensee shall, at no cost or expense to the District, procure and maintain insurance policies acceptable to the District, in its sole discretion, with coverages and limits that the District determines, in its sole judgment, are sufficient to protect the District, the Licensed Premises, the Subject Property, and any other property owned by the District from the Indemnified Claims, the Work, and all other actions by Licensee pursuant to this Agreement. Licensee will cause the District to be named as an additional insured on, and will provide to the District certificates of insurance acceptable to the District evidencing, the insurance required by this Section 10.

11. PERMIT FEE; REIMBURSEMENT OF EXPENSES. The monetary fee has been waived by the District. Licensee shall, no later than 30 days after the receipt of an invoice from the District, reimburse the District for any out-of-pocket costs and staff costs incurred by the District relating to this Agreement, all in accordance with the License and Easement Ordinance.

12. REVOCATION OF PERMIT. If Licensee breaches any term or provision of this Agreement, the District may terminate this Agreement, revoke the Permit, and pursue any of the remedies set forth in this Agreement or otherwise available to the District at law or in equity.

13. GENERAL PROVISIONS.

A. This Agreement is the entire agreement between the parties and supersedes all of their prior agreements and negotiations, written or oral, relating to the subject matter of this Agreement.

B. This Agreement is governed by the internal laws, but not the conflict of laws rules, of the State of Illinois.

C. Licensee may assign the right to use the Permit to the State or to the State's contractor under the State Contract ("Contractor"), but such an assignment will be effective only upon the District's receipt of (i) written notice of such assignment and the State's or Contractor's acceptance thereof, (ii) the State's or Contractor's written acceptance of all Licensee's obligations under this Agreement, including without limitation the obligation to post the security provided for in Section 8 or such other security as is acceptable to the District's Executive Director in his sole discretion, (ii) evidence reasonably satisfactory

to the District's Executive Director, through the State Contract or otherwise, that the Contractor, in performing the Work, will comply with the Illinois Prevailing Wage Act, the Illinois Public Construction Bond Act, and other statutes applicable to the construction of public works on public property, and (iii) evidence that the State or Contractor has provided the insurance required by Section 10. Such assignment will not relieve the Licensee of its duties under this Agreement. Except as set forth in this Section 13.C, neither this Agreement nor the Permit may be assigned by the Licensee without the prior written consent of the District's President or Executive Director, who may grant or deny in their sole discretion.

[SIGNATURE PAGE FOLLOWS]

LICENSEE:

By: _____
Name: _____
Its: _____

DISTRICT:


Name: Alex Ty Kovach
Its: Executive Director



EXHIBIT A **DEPICTION OF LICENSED PREMISES**

Exhibit A

Lake County Forest Preserve District
 Land Preservation and Special Projects
 1899 W Winchester Rd
 Libertyville, Illinois 60048
 847-968-3351

0 25 50 100 Feet

Legend

-  Forest Preserve Boundary
-  License Premises

Courtesy Copy Only.
 Property boundaries indicated are provided
 for general location purposes. Wetland
 and flood limits shown are approximate and
 should not be used to determine setbacks for
 structure or as a basis for purchasing property.

2018 Aerial Photo



Prepared using information from:
 Lake County Department of Information
 & Technology: GIS/Mapping Division
 18 North County Street
 Waukegan, Illinois 60085-4357
 847-377-2373

Map Prepared 5 February 2020

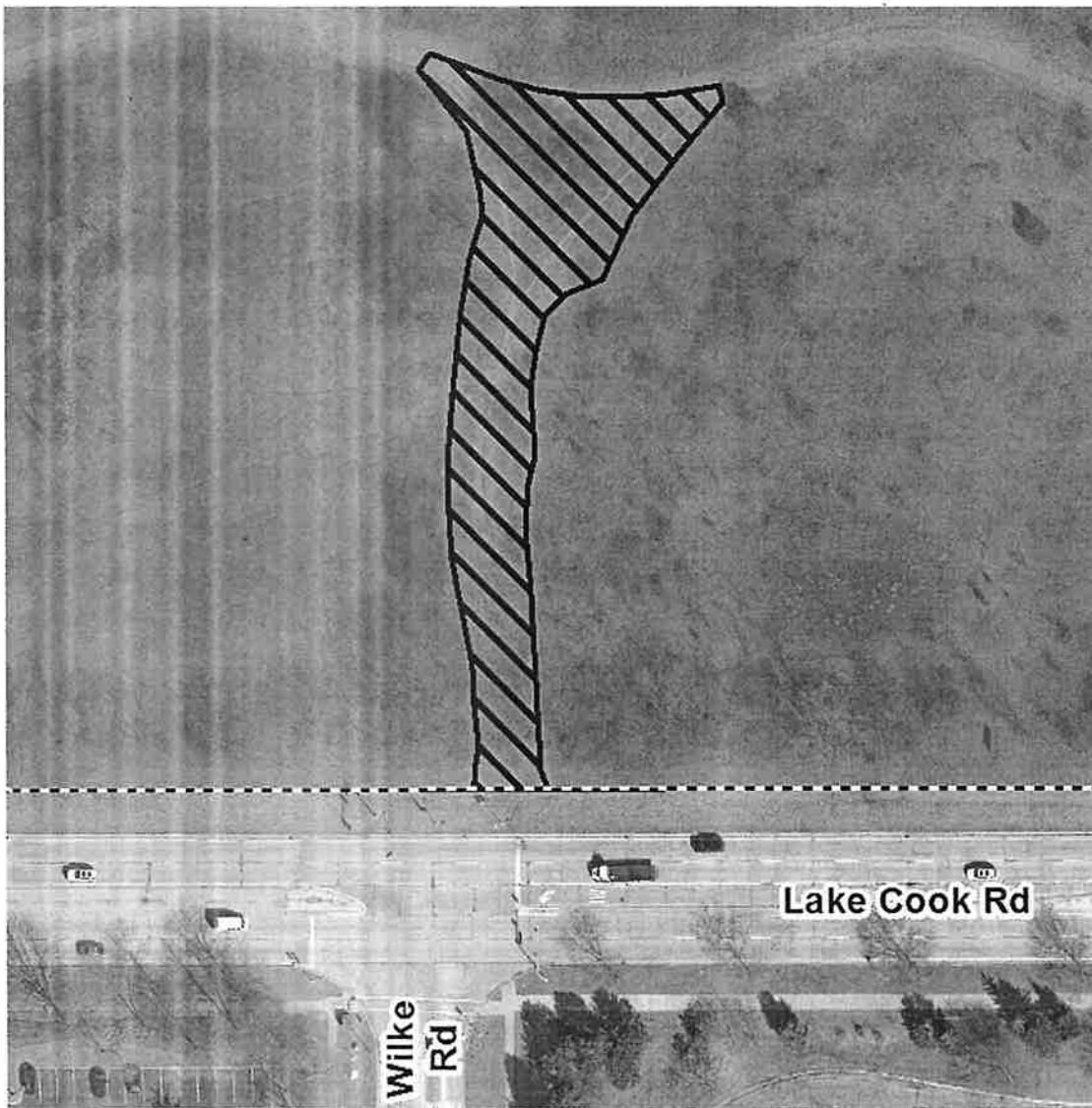


EXHIBIT B
PLANS AND SPECIFICATIONS

Cover page of the
PLANS FOR THE PROPOSED FEDERAL AID HIGHWAY BUFFALO CREEK MULTI-USE TRAIL
EXTENSION AT FAP ROUTE 379 LAKE COOK RD AT WILKE RDSECTION 19-00212-00-BT
PROJECT VILLAGE OF ARLINGTON HEIGHTS

To be inserted once updated and finalized