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EXHIBIT

ATTACHED TO

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DOCUMENT NUMBER

SEE PLAT BOOK

12-20-1999

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Cook County Recorder 83.50

Agreement Number: 5445
Site Name: Illinois & Michigan Canal
Location Code: 50-3021-2

EXHIBIT ATTACHED

STATE OF ILLINOIS
DEPARTMENT OF NATURAL RESOURCES
EXTENDED LICENSE AGREEMENT

12 pp per

THIS AGREEMENT is entered into by and between the STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES, hereinafter referred to as "IDNR," and CITIZENS LAKE WATER COMPANY, hereinafter referred to as "LICENSEE";

WITNESSETH:

WHEREAS, IDNR has jurisdiction over the real estate hereinafter described; and

WHEREAS, the property herein described is not otherwise needed immediately or in the near future for development by IDNR; and

WHEREAS, both parties understand that the transfer or assignment of this Agreement in any manner, by operation of law or otherwise, or the subletting of the subject property may not be accomplished without the written consent of IDNR; and

WHEREAS, IDNR is authorized and empowered to enter into this License Agreement pursuant to and under the Statutory authority of 20 ILCS 805/63a7; and

WHEREAS, LICENSEE is authorized and empowered to enter into this Agreement and to perform the covenants and promises herein made and undertaken by virtue of the signature authorization attached hereto as Exhibit A:

NOW THEREFORE:

For and in consideration of the mutual covenants herein, IDNR hereby licenses to LICENSEE the use of IDNR land at the following location, shown on the attached Exhibit B and hereinafter designated the PREMISES:

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License agreement for two parcels of land depicted as "easements" on the attached exhibits:

PARCEL #1 (Open cut crossing of the I&M Canal in existing roadway)

That part of the NE¼ of Section 14, T-37-N, R-11-E of the Third Principal Meridian as described and illustrated on Sheet #1 of the attached Exhibit B;

PARCEL #2 (Directional bore under the I&M Canal and its reserves)

That part of the NW¼ of Section 14, T-37-N, R-11-E of the Third Principal Meridian as described and illustrated on Sheet #2 of the attached Exhibit B;

Comprising in total 0.26 acre, more or less, of extended license lands, plus additional temporary access areas (expiring upon completion of construction) as shown on the exhibit, all in Cook County, Illinois; it being understood that notwithstanding the easement reference on Exhibit B, no easement interest is being conveyed hereby.

IDNR shall not be held liable for any damages or liabilities resulting from any actions, legal or otherwise, that arise because of any adverse claims concerning the title or boundary of the PREMISES.

The term of this License Agreement shall commence on the date of execution, and shall continue in force unless terminated or revoked as provided for herein.

LICENSEE, for the use and occupancy of the PREMISES, does hereby agree to pay a license fee of Eight Hundred Fifty and no/100 Dollars (\$850.00) to "Illinois Department of Natural Resources" to be remitted to the Department of Natural Resources, Division of Concession and Lease Management, 524 South Second Street, Suite 610, Springfield, Illinois 62701-1787.

IT IS FURTHER AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. PURPOSE: LICENSEE shall use and occupy the PREMISES to install, operate, repair and maintain two (2) water pipeline crossings only, it being specifically understood that the PREMISES shall not be used for the burning of refuse, deposition of debris or other material, or for any unsanitary or unhealthful purposes by LICENSEE in the use or occupancy of the PREMISES. Any other uses of the PREMISES, and all plans in connection herewith, shall be subject to the prior written approval of IDNR.

2. OPERATION AND MAINTENANCE: LICENSEE will make no alterations to the PREMISES without first having obtained the written consent of IDNR. Prior to any land modification, except ongoing tillage and cultivation, or alteration to standing structures, if any, LICENSEE shall notify IDNR's Division of

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Planning (telephone: 217/782-3715) to ensure compliance with environmental regulations including, but not limited to, consultation requirements of the Illinois Endangered Species Protection Act, 520 ILCS 10/11, and the consultation, mitigation and compensation provisions of the Interagency Wetland Policy Act of 1989, 20 ILCS 830/1-1 et seq. and with the State Agency Historic Resource Protection Act. LICENSEE shall not, in any manner, obstruct the programs of IDNR. IDNR reserves the right to require the removal, relocation or modification of structures and/or facilities upon, under or across the PREMISES, at the expense of LICENSEE, if deemed necessary in the sole reasonable judgment of IDNR. Maintenance of LICENSEE's facilities within the PREMISES and repair of any damage caused by LICENSEE to the PREMISES shall be the responsibility of LICENSEE and shall be subject to the reasonable direction and approval of IDNR. LICENSEE shall be responsible for the prompt payment of any and all utility bills for services provided to LICENSEE at the PREMISES.

3. CONDITIONS OF PREMISES: IDNR makes no guarantees or assurances regarding the condition of any improvements situated on the PREMISES.

4. SITE INSPECTION FOR UTILITIES: LICENSEE acknowledges that it has inspected the PREMISES for transmission of oil, gas, utilities, etc. by other persons across said PREMISES, and is accepting the PREMISES with no representation or warranty as to prior or existing use or condition of said PREMISES.

5. RESERVED RIGHTS: This Agreement is nonexclusive and IDNR reserves the right of ingress, egress and usage of the PREMISES, and the right to grant leases, permits, or rights-of-way in and to the PREMISES to the extent that they are not incompatible with the uses authorized herein.

6. LAWS AND REGULATIONS: LICENSEE, in the use and occupancy of the PREMISES, shall comply with all applicable requirements of all laws, ordinances, rules and regulations.

7. INDEMNIFICATION: LICENSEE will indemnify and hold harmless, protect and defend, at LICENSEE's own cost and expense, IDNR, its property, agents, employees, assigns, successors, transferees,

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licensees, invitees, or other persons or property standing in the interest of the State of Illinois, from any and all risks, suits, damages, expenses or claims due to the negligence of LICENSEE or arising in any way from the granting of this License, except to the extent caused by the negligence of IDNR.

8. TAXES: Upon notice to LICENSEE of the amount(s) due, LICENSEE shall pay and discharge, when due and payable, LICENSEE's proportionate share of any real estate taxes, assessments, and other governmental charges which may be levied, assessed or become liens upon the PREMISES or any part thereof, and any taxes and licenses growing out of or in connection with LICENSEE's operation of its facilities upon the PREMISES during the term of this Agreement with respect to any tax year, or any portion thereof; provided, however, that no law or regulation postponing the date of payment of such taxes, assessments, or charges until after any termination of this Agreement shall relieve LICENSEE of LICENSEE's obligation to make such payment. LICENSEE shall, at any time upon request of IDNR, exhibit to IDNR for examination receipts of payments of all such taxes, assessments and charges.

9. DISCRIMINATION: IDNR and LICENSEE shall not discriminate unlawfully on the basis of race, color, sex, national origin, age or handicap in admission to, or treatment or employment in, programs or activities.

10. CERTIFICATIONS: LICENSEE certifies that neither LICENSEE nor its officers nor employees have been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has LICENSEE made an admission of guilt of such conduct which is a matter of record, nor is LICENSEE otherwise barred from being awarded a contract or subcontract under section 10.1 or 10.3 of the Illinois Purchasing Act. LICENSEE certifies that neither LICENSEE nor its officers nor employees have been barred from bidding on this contract as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961. LICENSEE certifies that neither LICENSEE nor its officers nor employees are in default on an educational loan as provided in Public Act 85-827.

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11. ENVIRONMENTAL: LICENSEE shall not trim or cut any trees or shrubs, alter or impede water flowage, apply chemicals or disturb the terrain in any manner without prior approval of IDNR.

12. RESTORATION OF PREMISES: LICENSEE shall restore any disturbances of the PREMISES caused by LICENSEE, or resulting from the granting of this License, to the reasonable satisfaction of IDNR.

13. SUCCESSORS: All the covenants and conditions of this License Agreement shall be binding on and extend to the successors, assigns, contractors, and legal representatives of the parties hereto.

14. CANCELLATION: Should it be determined by IDNR that the PREMISES are required for public purposes incompatible with this Agreement, LICENSEE shall, upon demand by IDNR, surrender the PREMISES and remove LICENSEE's personal property therefrom within three hundred sixty-five (365) days of said demand. This Agreement shall be revocable for noncompliance by LICENSEE with any of the terms herein within thirty (30) days of notice of noncompliance and failure to cure, or cessation of use or abandonment by LICENSEE, or bankruptcy of LICENSEE, either voluntary or involuntary, whether through discharge or restructuring of debt.

15. PUBLIC SAFETY: Should it be determined reasonably by IDNR that a particular use of the PREMISES by LICENSEE is, or will be, hazardous to the public or the property, LICENSEE, upon notice by IDNR, shall install safety devices or make modifications at LICENSEE's sole expense to render the PREMISES safe for, and compatible with, public use. In the event LICENSEE fails to install such safety devices or make required modifications within the aforementioned time frame, or, if such modifications cannot be completed within said time frame, LICENSEE fails to begin working expeditiously to render the PREMISES safe for the public, IDNR may install such safety devices or make such modifications at LICENSEE's expense, and may cancel this Agreement, and all rights of LICENSEE hereunder shall be forfeited.

16. MARKING: During any trench or plow installation or relocation of any underground utility line, LICENSEE shall install marking tape at least twelve (12) inches above and directly over the utility and not

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more than twenty-four (24) inches below normal grade. Said tape shall be identified by permanent lettering and color coding as follows:

Red - Electric power
Yellow - Gas, oil, hazardous materials
Orange - Telecommunications, signals
Blue - Water
Green - Sewer

Such markers, except as otherwise agreed or specified herein, shall meet applicable standards of the American Public Works Association.

17. NOTIFICATION: All notices shall be addressed as follows:

IDNR:

Department of Natural Resources
Concession and Lease Management
524 S. Second Street, Room 610
Springfield, IL 62701-1787
Telephone: 217/782-0179

Emergency Contact:

Location: Illinois & Michigan Canal
Telephone: 815/942-9501

LICENSEE:

Attn: General Manager
Citizens Lake Water Company
1000 Internationale Parkway
Woodridge, IL 60517
Telephone: 630/739-8800

Emergency Contact:

Location: WOODRIDGE, ILLINOIS
Telephone: 630-942-2481

18. SUPERSESSON: This Agreement supersedes all previous agreements between the parties hereto regarding the subject PREMISES and purposes, and any such previous agreements shall be of no further force or effect, relative to the rights or privileges granted by IDNR therein, as of the effective date of this Agreement.

19. AMENDMENTS: This Agreement sets forth all agreements between the parties. No change, modification or amendment shall be valid and binding unless set forth in writing and signed by all parties.

20. APPLICABILITY AND SEVERABILITY: IDNR and the LICENSEE mutually acknowledge that various standard provisions of this Agreement may or may not be pertinent to the proposed purpose, and that each such provision shall be interpreted as it reasonably pertains to the PREMISES. If any provision of this Agreement should be found illegal, invalid or void, said provision shall be considered severable. The

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remaining provisions shall not be impaired and the Agreement shall be interpreted to the extent possible to give effect to the parties' intent.

21. SPECIAL CONDITIONS: The five special conditions set forth below are incorporated into this Agreement by and between LICENSEE and IDNR.

a. Paragraph 1 (PURPOSE) of the Agreement shall not be construed to prohibit redeposition of excavated material as backfill of boring pits excavated for pipeline construction. Further, no prohibition is intended against backfill of subsequent excavations which might be necessary for pipeline repair.

b. Paragraph 2 (OPERATION AND MAINTENANCE) shall be construed further to mean that, except as provided for in this Agreement, LICENSEE will make no alterations to the PREMISES without first having obtained the written consent of IDNR. In connection with its reservation of rights to require LICENSEE to remove, relocate or modify structures and/or facilities at the PREMISES, IDNR acknowledges that the proposed uses by LICENSEE of the PREMISES are not incompatible with IDNR's current programs and that such right shall be exercised only after consideration of reasonable alternatives and shall be utilized solely to make the PREMISES compatible with a specific new use of the PREMISES by IDNR. To the extent IDNR has surplus, vacant land available, IDNR shall provide suitable replacement premises for use by LICENSEE in the event of any relocation pursuant to Paragraph 2.

c. In evaluating whether a new use of the PREMISES is required by IDNR, which use will be incompatible with LICENSEE's use of the PREMISES, IDNR shall consider reasonable alternatives prior to canceling this Agreement as provided under Paragraph 14 (CANCELLATION). The noncompliance referenced in said Paragraph 14 is intended to mean material noncompliance.

d. Any routine maintenance activities of LICENSEE, including all excavation and vegetation management activities, shall be preceded by advance notice to the IDNR Emergency Contact and shall be done in a manner which complies with any special concerns of IDNR. Such concerns may include, but are not limited to, requiring the scheduling of such activities to be compatible with anticipated activities of IDNR or

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its invitees or licensees and reasonably restricting the seasons, types, extent and methods of vegetation control employed by LICENSEE. Nonetheless, LICENSEE shall have the right to enter the PREMISES without notice to make emergency repairs, with notice to IDNR following within 24 hours.

e. Paragraph 7 (INDEMNIFICATION) shall not be construed to limit the legal remedies for contributory negligence otherwise available to LICENSEE under 735 ILCS 5/2-1116 in defense against damage claims brought by third parties.

f. It is understood that wherever permission from IDNR is required for a proposed action or activity of LICENSEE, such permission shall not be unreasonably delayed or withheld.

g. Paragraph 12 (RESTORATION) of the Agreement is intended to require restoration to a condition substantially similar to that which existed on the date of execution of this Agreement.

h. Notwithstanding anything contained in Paragraph 14 (CANCELLATION) or elsewhere herein to the contrary, LICENSEE may properly abandon all or any portion of the pipeline(s) upon expiration or early termination of this Agreement upon the prior written consent of IDNR, not to be unreasonably withheld or delayed. The term "properly abandon" shall be defined so as to obligate LICENSEE to close off or cap the water pipeline(s), which shall be allowed to remain in place. Cessation of use or abandonment by LICENSEE shall mean for a period in excess of two (2) years.

i. LICENSEE shall have the right to terminate this Agreement prior to the expiration date by giving IDNR sixty (60) days advance written notice of the date of termination. Upon service of said notice and prior to the termination date set forth in its notice of termination, LICENSEE shall remove or properly abandon its facilities from the PREMISES and restore the PREMISES to its substantially similar condition as existed on the date of commencement of construction to the satisfaction of IDNR.

j. The marking provisions of Paragraph 16 (MARKING) shall apply only to those facilities, if any, installed by trenching or vibratory plow.

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In witness whereof, the foregoing Agreement is hereby executed this 12 day of Nov., 19 99.

LICENSEE:

CITIZENS LAKE WATER COMPANY

BY: X

Richard Golab
Title: Vice President & GENERAL MANAGER

Date: September 3, 1999

FEIN No: X 06-1396121

STATE OF ILLINOIS

DEPARTMENT OF NATURAL RESOURCES

BY:

Brent Manning
Title: Director

Date: 12 Nov. 99

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xli-citizenslake.wpd

AFTER RECORDING MAIL TO:
RICHARD G. GOLAB, ESQ.
SCHAIN, BURNEY, ROSS & CITRON, LTD.
222 N. LASALLE ST., SUITE 1910
CHICAGO, IL 60601

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ILLINOIS
DEPARTMENT OF
NATURAL RESOURCES

524 South Second Street, Springfield 62701-1787

George H. Ryan, Governor ● Brent Manning, Director

EXHIBIT A

SIGNATURE AUTHORIZATION

As an official agent of CITIZENS LAKE WATER COMPANY
(Lessee or Licensee — Company / Corporation / Municipality)

I certify that REED T. SCHEPPMANN is an authorized representative
(Name of executive or official who will sign the agreement)

of said organization and is legally empowered to act on its behalf in executing this agreement.

Signed: [Signature]
(Person affirming signature authority of above official, must not be the same individual)

Title: ASSISTANT SECRETARY

Date: Sept 3, 1999

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