

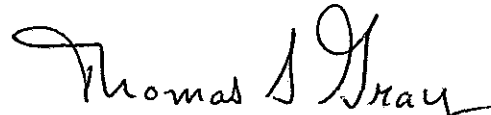
RESOLUTION NO. 23-03

A RESOLUTION AUTHORIZING SIGNATURE OF AN ILLINOIS DEPARTMENT OF NATURAL RESOURCES LICENSE AGREEMENT FOR AN EASEMENT

BE IT RESOLVED by the President and Board of Trustees of the Village of Chatham, Sangamon County, Illinois as follows:

**Section 1:** That the Director is authorized to sign a License Agreement with the Illinois Department of Natural Resources to obtain an easement approximately 100 feet in length and 3 feet in width, the purpose of which is to install a water service under the old Chicago Northwestern Railroad.

**Section 2:** This Resolution is effective upon passage and approval.

  
Thomas S. Gray, President  
Village of Chatham

ATTEST:   
Pat Schad, Clerk

YEAS: 6  
NAYS: 0  
ABSENT: 0

PASSED: 5-27-03  
APPROVED: 5-27-03



Agreement Number: \_\_\_\_\_  
Site Name: Sangamon Valley Trail  
Location Code: 50-4762-04

STATE OF ILLINOIS  
DEPARTMENT OF NATURAL RESOURCES  
**LICENSE AGREEMENT**

THIS AGREEMENT is entered into by and between the STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES, hereinafter referred to as "IDNR," and VILLAGE OF CHATHAM, 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 805/805-260; 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 and undertakings herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, IDNR hereby licenses to LICENSEE the IDNR land shown on the attached Exhibit "B1" & "B2" and hereinafter designated the PREMISES, which is legally described as follows:

A strip of land approximately 100' (feet) in length and 3' (feet) in width, 12' (feet) under the Sangamon Valley Trail, located in Section 4, Township 14 North, Range 6 West of the 3<sup>rd</sup> Principal Meridian, in Sangamon County, Illinois.

It is understood and agreed that IDNR is not making any representations with respect to the condition of the title or boundaries of the PREMISES, and, accordingly, 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 be for a period of five ( 5 ) years, beginning on the 1<sup>st</sup> day of May, 2003, and ending on the 30<sup>th</sup> day of April, 2008, unless otherwise 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 Thirty-Five and no/100 Dollars (\$35.00) per year, payable annually in advance of the anniversary date of this Agreement to "Illinois Department of Natural Resources" and remitted to the Department of Natural Resources, Division of Concession and Lease Management, One Natural Resources Way, Springfield, Illinois 62702. IDNR reserves the right to charge 10 percent interest compounded monthly on any arrearage after a 30-day grace period until the license fee is paid by LICENSEE. IDNR has the authority, upon written request from LICENSEE, to waive said interest if in the best interest of IDNR.

IT IS FURTHER AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. PURPOSE: LICENSEE may use and occupy the PREMISES to use and occupy the premises for a 2" PVC service of potable water 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. An unauthorized or impermissible use of the PREMISES may be deemed by IDNR to be a material breach of this Agreement.

2. OPERATION AND MAINTENANCE: LICENSEE shall in no way alter or modify any existing structure(s) located on the PREMISES, nor shall LICENSEE modify the land within the PREMISES, except

for ongoing tillage and cultivation, without the prior express written consent of IDNR. If LICENSEE wishes to make any such alterations and/or modifications, LICENSEE shall first contact IDNR's Division of Planning to ensure compliance with applicable statutes and 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 Resources Protection Act. Nothing herein contained shall be construed to mean that IDNR shall be responsible for compliance with all applicable State or Federal statutes and regulations; that responsibility shall remain with LICENSEE.

LICENSEE shall not, in any manner, obstruct the programs of IDNR. It is understood and agreed that IDNR reserves the right to require LICENSEE to remove, relocate or modify any structures, improvements or facilities upon, under or across the PREMISES, at LICENSEE's sole expense, if IDNR determines, in its sole discretion, that such actions are appropriate and necessary to preserve the integrity, character, function or use of the PREMISES. To the extent IDNR has surplus, vacant land available, IDNR shall provide suitable replacement lands for use by LICENSEE in the event of any relocation pursuant to this Section.

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. Any 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 its invitees or licensees and restricting the seasons, types, extent and methods of vegetation control employed by LICENSEE. 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, 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 to the extent caused by 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. This shall not be construed to limit the legal remedies otherwise available to LICENSEE in defense against damage claims brought by third parties. If this Agreement is with a governmental unit only, it is understood and agreed that neither party to this Agreement shall be liable for any negligent or wrongful acts either of commission or omission of the other party unless such liability is imposed by law.

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.

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 ninety (90) days of said demand. This Agreement shall be revokable 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. LICENSEE shall have the right to terminate this Agreement prior to the expiration date by giving IDNR sixty (60) days of advance written notice of the date of termination. LICENSEE may properly abandon all or any portion of its facilities upon expiration or early termination of this Agreement upon the prior written consent of IDNR.

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 thirty (30) days, 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. RENEWAL AND RATE ADJUSTMENT: This Agreement may be renewed at the end of its term, providing that sixty (60) days advance notice to IDNR has been given. However, any renewal shall be at the express written consent and approval of both parties hereto, and IDNR reserves the right to adjust rental rates on an annual basis to reflect current land values and/or conditions and circumstances. No holding over by LICENSEE shall operate to renew this License.

17. 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 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.

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

IDNR:

Department of Natural Resources  
Concession & Lease Management  
One Natural Resources Way  
Springfield, IL 62702  
Telephone: 217/782-0179

Emergency Contact:

Location: Sangamon Valley Trail-Steve Carev

Telephone: 217/498-9208

LICENSEE:

Village of Chatham  
116 East Mulberry Street  
Chatham, IL 62629  
Telephone: 217/483-2451 Del McCord

Emergency Contact: JOE GRAGG

Location: 116 E. MULBERRY ST

Telephone: (217) 483-2451

19. 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.

20. 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.

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



Agreement Number: \_\_\_\_\_  
Site Name: Sangamon Valley Trail  
Location Code: 50-4762-04

IN WITNESS WHEREOF, the foregoing Agreement is hereby executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

LICENSEE:  
VILLAGE OF CHATHAM

STATE OF ILLINOIS  
DEPARTMENT OF NATURAL RESOURCES

BY: *Del m Goid*

BY: \_\_\_\_\_

Title: DIRECTOR OF ADMIN & UTILITIES

Title: Director

Date: MAY 27, 2003

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

\_\_\_\_\_  
FEIN No.



Illinois  
Department of  
Natural Resources

One Natural Resources Way • Springfield, Illinois 62702-1271

<http://dnr.state.il.us>

Rod R. Blagojevich, Governor

EXHIBIT A

SIGNATURE AUTHORIZATION

As an official agent of THE VILLAGE OF CHATHAM

I certify that DEL McCORD is an authorized representative

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

Signed: Thomas S Gray

Title: PRESIDENT, VILLAGE OF CHATHAM

Date: MAY 27, 2003