



LAKE COUNTY FOREST PRESERVES
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Preservation, Restoration, Education and Recreation

DATE: July 31, 2017

MEMO TO: Carol Calabresa, Chair
Planning Committee

FROM: Randall L. Seebach
Director of Planning and Land Preservation

RECOMMENDATION: Recommend approval of a Resolution approving a license agreement with Matthew Meade to provide a farm access across a 100-foot wide strip of District property at Ray Lake Forest Preserve.

STRATEGIC DIRECTIONS SUPPORTED: None

FINANCIAL DATA: There is no financial impact.

BACKGROUND: Matthew Meade is the farm tenant of two privately-owned parcels identified as the Sidhu Field and the Dearlove Field on Exhibit A of the Resolution. The District owns a 100-foot wide corridor extending approximately 1,700 feet east from Gilmer Road, before turning and extending north approximately 1,400 feet (also shown on Exhibit A as Parcel LA 2F), which is located between these farmed parcels. When the District acquired Parcel LA 2F, the sellers did not reserve or grant an easement across the property to access the Dearlove Field. The only means of access to the Dearlove Field is either across Parcel LA 2F or across other privately-owned property located west of the Dearlove Field. However, Mr. Meade has stated that the other private property includes wetlands and is impassable by farm machinery. As such, Mr. Meade has stated that crossing Parcel LA 2F is the only viable access to the Dearlove Field and has requested a license to do so.

The attached license agreement (i) will permit Mr. Meade to cross District land within a 30-foot corridor at the southernmost extent of the north-south leg of Parcel LA 2F, (ii) will require Mr. Meade to repair and restore any damage to District property, (iii) does not impose a license fee, and (iv) requires Mr. Meade to acknowledge that he has no easement or other property rights in District property.

At their June 5, 2017 meeting, the Planning Committee reviewed a Policy Direction and authorized staff to prepare the license agreement. The License will be an annual, automatically renewing agreement which can be terminated by either party with written notice.

REVIEWED BY OTHERS: Chief Operations Officer, Finance Director, Corporate Counsel

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**A RESOLUTION APPROVING A LICENSE AGREEMENT WITH MATTHEW MEADE
FOR FARM ACCESS AT RAY LAKE FOREST PRESERVE**

WHEREAS, the Lake County Forest Preserve District (the “District”) owns a certain approximately 100-foot wide parcel of land that is within Ray Lake Forest Preserve (the “Property”); and

WHEREAS, the Property divides two farm fields (the “Dearlove Field” and the “Sidhu Field”) that are owned by private owners and that are leased to Matthew Meade for farming purposes (the “Tenant”); and

WHEREAS, one or more of the private owners (or their successors) conveyed the Property to the District, but did not retain or grant an easement or other right to allow access between the Dearlove Field and the Sidhu Field; and

WHEREAS, as a result of this omission, according to the Tenant, the Dearlove Field is effectively “land locked” and the only means of access for farm equipment to the Dearlove Field is across the Property; and

WHEREAS, it is in the best interests of the District to approve the License Agreement in substantially the form attached hereto which grants a license to the Tenant to allow him to cross the Property for farming purposes; and

WHEREAS, such grant shall not be deemed to be a concession by the District that the owners of the Dearlove Field possess any easement or other rights in the Property, but only to resolve the immediate access issues faced by the Tenant and, further, such grant shall not be deemed to prejudice or limit the District’s rights and claims with respect to the Property (all of which are reserved to the District); and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois **THAT**:

Section 1. Recitals. The recitals set forth above are incorporated as part of this Resolution by this reference.

Section 2. Approval of License Agreement. The License Agreement is hereby approved. The President, Secretary and Executive Director of the District are hereby authorized and directed to execute and attest to, on behalf of the District, the License Agreement in substantially the form attached hereto.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this _____ day of _____, 2017

AYES:

NAYS:

APPROVED this _____ day of _____, 2017

Ann B. Maine, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

LAKE COUNTY FOREST PRESERVE DISTRICT
LONG TERM LICENSE AGREEMENT

This Long Term License Agreement (this "Agreement") is dated and executed as of the ____ day of August, 2017 (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 MATTHEW MEADE, an individual ("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 RAY LAKE FOREST PRESERVE in Lake County, Illinois (the "Subject Property"). Licensee desires to enter onto that part of the Subject Property depicted on Exhibit A as a 30 (thirty) foot strip of land located at the southeast corner of PIN 10-21-300-014 and attached hereto and made a part hereof (the "Licensed Premises") for the limited purpose of crossing District land for access of the adjacent farm fields (the "Work"). 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.

2. **GRANT OF LICENSE; LIMITATION OF INTEREST; TERM.** Subject to this Agreement and the District's "Ordinance Regarding Licenses and Easements for Public Services" approved July 15, 2015 (the "License and Easement Ordinance"), as amended, the District hereby grants to a non-exclusive revocable license (the "License") to enter upon and across the Licensed Premises for the sole purpose of performing the Work. The License 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 License is a contractual right only, and Licensee does not and will not have any legal, beneficial, or equitable interest in the Licensed Premises. The License term will begin on the Effective Date and will expire at 11:59 p.m. on December 31st, 2017 and will automatically renew for an additional one year term unless a party to this Agreement sends the other party a notice of termination not less than 30 days before the end of the initial or renewal term (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. Licensee acknowledges that (i) the District is granting this license to accommodate Licensee's stated urgent need to access adjacent property, (ii) the District is granting this License based upon Licensee's representation that Licensee has no other means of access, and (ii) the District's grant of a license hereunder does not create any (a) obligation for the District to grant any license or other right in the future or (b) any expectation or right of Licensee to receive any such future grant.

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 Licensee, or any agent of or contractor hired by, or on behalf of, Licensee, 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, or any agent of or contractor hired by, or on behalf 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 License, (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.** Prior to performing any Work, Licensee shall deposit with the District security in the form of cash or a certified or cashier's check made payable to the District, in the amount of \$0, as a guarantee that Licensee shall comply with all conditions of this Agreement, including any required restoration and repair of any damage to the License Premises or any other property owned by the District. Refund of such funds shall be in the manner prescribed by the License and Easement Ordinance.

9. **INDEMNITY.** Licensee assumes sole and complete responsibility for any personal injury, including death, and damage to property that may arise directly or indirectly from the use of the Licensed Premises by Licensee, its officers, directors, trustees, board members, partners, employees, agents and contractors. 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 provide to the District certificates of insurance acceptable to the District evidencing, the insurance required by this Section 10.

11. **LICENSE FEE; REIMBURSEMENT OF EXPENSES.** The Licensee will not be required to pay a license fee for the license.

12. **REVOCAION OF LICENSE.** If Licensee breaches any term or provision of this Agreement, the District may terminate this Agreement, revoke the License, 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. Neither this Agreement nor the License may be assigned by the Licensee without the prior written consent of the District, which it may grant or deny in its sole discretion.

LICENSEE:

By: _____
Name: _____
Its: _____

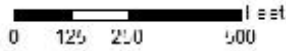
DISTRICT:

Name: Alex Ty Kovach
Its: Executive Director



EXHIBIT A
DEPICTION OF LICENSED PREMISES

**Exhibit
A**

Lake County Forest Preserve District
1828 W Winchester Rd
Libertyville, IL 60040
847-367-8840
www.lcfd.org



Legend

-  Forest Preserve Boundary
-  Licensed Area



Courtesy Copy Only
Property boundaries included and 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.

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

Map Prepared 11 May 2017

2014 Aerial Photo

