



LAKE COUNTY FOREST PRESERVES
www.LCFPD.org

Preservation, Restoration, Education and Recreation

DATE: November 6, 2017

TO: Carol Calabresa, Chair
Planning Committee

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

RECOMMENDATION: Recommend approval of a Resolution approving a Temporary License Agreement with Wauconda Township (Township) allowing the District to perform restoration activities on a portion of Township property adjacent to Kettle Grove Forest Preserve.

STRATEGIC DIRECTIONS SUPPORTED: Conservation; Leadership

FINANCIAL DATA: There are no costs associated with the acquisition of the temporary license agreement. All costs associated with the restoration work have been approved as part of the FY 2017/2018 Budget, and will be charged to the Land Development Levy Fund, account 20104100-803200-61504. Funding for the project is coming from a private donation.

BACKGROUND: The District is involved in an extensive restoration project at Kettle Grove Forest Preserve (the “Preserve”) that was initiated in 2015. As part of a more comprehensive analysis, staff is recommending that restoration activities including, but not limited to, invasive species control, native seed installation, controlled burning, and any other natural resource management actions deemed necessary be performed within the Preserve and within a portion of property owned by the Township adjacent to the Preserve. To complete the restoration and maintenance of the project area, the District requires a temporary license agreement, for a term of approximately five years, on approximately 1 acre of Township property.

The licensed 1-acre premises is fully surrounded by the north section of Kettle Grove Forest Preserve. Execution of this license agreement will provide the District legal access and use of the land owned by Township for restoration purposes.

As a condition of granting the temporary license, the District will be responsible for all costs associated with the restoration of the subject property.

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

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR NOVEMBER MEETING
NOVEMBER 14, 2017**

MADAM PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **PLANNING COMMITTEE** presents herewith “A Resolution approving a Temporary License Agreement with Wauconda Township for restoration adjacent to Kettle Grove Forest Preserve,” and requests its approval.

PLANNING COMMITTEE:

Date: _____ Roll Call Vote: Ayes: _____ Nays: _____

Voice Vote Majority Ayes; Nays: _____

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

**A RESOLUTION APPROVING A TEMPORARY LICENSE AGREEMENT WITH
WAUCONDA TOWNSHIP FOR RESTORATION ADJACENT TO
KETTLE GROVE FOREST PRESERVE**

WHEREAS, the Planning Committee (the "Committee") of the Lake County Forest Preserve District (the "District") has determined that it is necessary and desirable to acquire a temporary license from Wauconda Township (the "Owner") to allow the District to perform restoration activities on the Owner's property, which is adjacent to Kettle Grove Forest Preserve, and which would be performed simultaneously with the District's restoration of Kettle Grove Forest Preserve (the "License"); and

WHEREAS, the District's Department of Planning and Land Preservation has negotiated a license agreement with the Owner pursuant to which the District would obtain the License from the Owner, in substantially the form attached hereto (the "License Agreement"); and

WHEREAS, it is in the best interests of the District to approve the License Agreement in substantially the form attached hereto;

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 and Secretary 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 Gagnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

**License Agreement
between
Lake County Forest Preserve District
and
Wauconda Township**

This License Agreement (this "Agreement") is made and entered into this ___ day of _____, 2017 (the "Effective Date") by and between Wauconda Township, a township organized and existing under the Township Code, 60 ILCS 1/1-1 et seq. (the "Township"), and 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"). In consideration of the recitals and agreements set forth in this Agreement, and pursuant to all applicable authority, including without limitation, the Illinois Constitution, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., the statutes and authorities identified above, and all other applicable authority, the District and the Township agree as follows:

Section 1. Recitals.

A. The Township owns certain real property that is legally described on Exhibit A and generally depicted on Exhibit B as the "Township Parcel".

B. The District owns certain real property adjacent to the Township Parcel that is commonly known as Kettle Grove Forest Preserve and that is generally depicted on Exhibit B as the "District Parcel".

C. The District intends to perform certain ecological restoration work on the District Parcel, including the removal of invasive species, the planting of native species, and other related work (the "Kettle Grove Restoration Work").

D. To increase the effectiveness of the Kettle Grove Restoration Work, the District also desires to perform similar ecological restoration work on the Township Parcel, including the following work (collectively, the "Township Restoration Work"):

- (i) during the winter of 2017-18, cutting down and removing invasive woody species (including but not limited to, Black Locust, Buckthorn, Asian Honeysuckle and Box Elder) by hand and mechanical methods,
- (ii) disposing of cut invasive species via a combination of chipping, burning, and off-site removal,
- (iii) treating stumps of cut species with appropriate herbicides,
- (iv) during the spring of 2018, treating any re-sprouts from the cut invasive species stumps with additional herbicide applications as needed,

- (v) in the fall of 2018, planting a short-stature, native prairie mix, and
- (vi) in 2019 and beyond, performing additional invasive species control as needed, performing periodic controlled burns to assist in invasive species control and establishment of native species, and performing any additional management actions deemed necessary to improve and maintain a high quality natural area.

E. The Township Parcel Restoration Work will increase the effectiveness of the Kettle Grove Restoration Work and improve the quality of the natural resources within the Township Parcel.

F. The District and Township are currently negotiating an intergovernmental agreement pursuant to which, for valuable consideration, the Township would convey the Township Parcel to the District (an “IGA”). However, the parties desire to enter into this Agreement now, so that the District can complete the Township Restoration Work at the same time that the District performs the Kettle Grove Work, all for the benefit of both the District and the Township, while the parties continue to negotiate the IGA.

Section 2. **Grant of License.** The Township hereby grants to the District, for the use of its officers, agents, employees, contractors or other designees, a license to enter upon and across the Township Parcel and to perform the Township Parcel Restoration Work on the Township Parcel (the “License”).

Section 3. **Term.** The term of the License will commence on the Effective Date and end on the earlier of (i) the date upon which the District acquires the Township Parcel pursuant to an IGA and (ii) December 31, 2022.

Section 4. **License Only; No Easement.** This Agreement creates contractual rights only and does not create an easement, a leasehold, or any other real property rights. The District shall not record this Agreement or notice of this Agreement.

Section 5. **Insurance.**

A. District’s Insurance. No later than the date upon which it commences any Township Parcel Restoration Work, and at all times while performing any Township Parcel Restoration Work, the District shall obtain and maintain appropriate and adequate general liability insurance coverage (i) that includes the Township as an additional insured with respect to any claim for death, personal injury, or property damage arising out of the District's alleged negligent acts or omissions related to the Township Parcel Restoration Work and (ii) in an amount not less than \$5 million. The Township hereby approves the certificate from the Park District Risk Management Agency attached as Exhibit C (the “PDRMA Certificate”), the self-insured risk pool of which the District is a member, as of the Effective Date, and agrees that, by submitting the PDRMA Certificate and maintaining the coverage identified in the PDRMA Certificate during the District’s performance of the Township Parcel Restoration Work, the District will satisfy its obligations under the first sentence of this Section.

B. Contractor’s Insurance. The District shall cause each contractor performing any part of the Township Parcel Restoration Work to obtain and maintain while such contractor is performing any Township Parcel Restoration Work appropriate and adequate general liability insurance coverage that includes the Township as an additional insured with respect to any claim

for death, personal injury, or property damage arising out of the contractor's alleged negligent acts or omissions related to the Township Parcel Restoration Work.

C. Indemnification. The District shall hold harmless, indemnify, and defend the Township and its officers, agents, employees, and attorneys against any and all losses, expenses, claims, costs, causes of action, and damages, including litigation costs and attorneys' fees, resulting or alleged to result from death, personal injury, or property damage, arising from the negligent acts or omissions of the District, up to and subject to the additional insured coverage provided pursuant to Section 4.A. In addition, in each of its contracts with a contractor performing any part of the Work, the District shall require such contractor to hold harmless, indemnify, and defend the Township and its officers, agents, employees, and attorneys against any and all losses, expenses, claims, costs, causes of action, and damages, including litigation costs and attorneys' fees, resulting or alleged to result from death, personal injury, or property damage, arising from the negligent acts or omissions of the contractor, up to and subject to the additional insured coverage provided pursuant to Section 4.B.

[Signature Page Follows.]

The Township and the District sign this Agreement as of the Effective Date.

Lake County Forest Preserve District

By: _____

Name: _____

Title: _____

Wauconda Township

By:  _____

Name: GLENN SWANSON

Title: SUPERVISOR

EXHIBIT A

Legal Description of the Township Parcel

THAT PART OF THE LAND LYING NEAR THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 44 NORTH, RANGE 9 EAST ACCORDING TO UNITED STATES SURVEY ONE ACRE OF LAND BOUNDARIES AS FOLLOWS:

COMMENCING AT A STAKE ON THE SOUTH LINE OF THE LOT FROM WHICH A BURR OAK TREE BEARS NORTH 14 DEGREES EAST 21 LINKS AND RUNNING FROM THENCE EAST ONE CHAIN AND 30 LINKS TO A STAKE THENCE NORTH FOUR CHAINS AND 22 3/10 LINKS TO A STAKE THENCE WEST TWO CHAINS AND 37 LINKS TO A STAKE, THENCE SOUTH FOUR CHAINS AND 22 3/10 LINKS TO A STAKE, THENCE EAST ONE CHAIN AND 7 LINKS TO THE PLACE OF BEGINNING.

EXHIBIT B

General Depiction of the Township Parcel and the District Parcel

Exhibit B

Legend

 District Property  Township Property

Lake County Forest Preserve District
1899 W Winchester Rd
Libertyville, IL 60048
847-367-6640
www.lcfd.org

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.

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

0 250 500 1,000 Feet

2015 Aerial Photo

Map Prepared 4 October 2017



EXHIBIT C

PDRMA Certificate