



LAKE COUNTY FOREST PRESERVES

www.LCFPD.org

Preservation, Restoration, Education and Recreation

**Date:** April 6, 2015

**Memo to:** Carol Calabresa, Chair  
Land Preservation and Acquisition Committee

S. Michael Rummel, Chair  
Finance and Administrative Committee

**From:** Alex Ty Kovach  
Executive Director

**Subject:** License Agreement with Lake Bluff Open Lands Association at Oriole Grove Forest Preserve for a term of 5 Years

**RECOMMENDATION:** Recommend adoption of an Ordinance approving a 5-year Trail License Agreement with Lake Bluff Open Lands Association (“LBOLA”) for the limited purpose of maintaining trails and related improvements at Oriole Grove Forest Preserve.

**BACKGROUND:** In 1995, the District and LBOLA entered into a license agreement pursuant to which LBOLA installed and currently operates a pedestrian trail open to the public within Oriole Grove Forest Preserve. LBOLA also installed and operates a kiosk and garbage cans within District property. The recent license expired on February 16, 2015.

LBOLA desires to continue to maintain the pedestrian trail, kiosk and garbage cans and it is a benefit to the District to grant a new license allowing maintenance. The new license agreement is for a term of 5 years. The agreement requires LBOLA to maintain the trails, kiosk and garbage cans in a safe, good and clean condition. LBOLA must perform its activities on the property in accordance with the agreement. The main purpose of the agreement is trail maintenance.

**REASON FOR RECOMMENDATION:** Committee recommendation and Board approval are required in accordance with District policy.

**REVIEWED BY OTHERS:** Executive Director, Chief Operations Officer and Legal Counsel

**FINANCIAL DATA:** No financial impact.

**PRESENTER:** Alex Ty Kovach

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF LAKE )

**BOARD OF COMMISSIONERS  
LAKE COUNTY FOREST PRESERVE DISTRICT  
REGULAR APRIL MEETING  
TUESDAY, APRIL 14, 2015**


**MADAM PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:**

Your **LAND PRESERVATION AND ACQUISITION COMMITTEE** and your **FINANCE AND ADMINISTRATIVE COMMITTEE** present herewith "An Ordinance Approving a Trail License Agreement with Lake Bluff Open Lands Association for a pedestrian trail (Oriole Grove Forest Preserve)," and request its adoption.

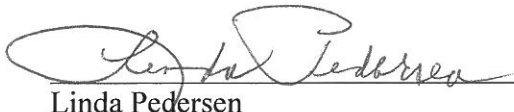
**LAND PRESERVATION AND  
ACQUISITION COMMITTEE:**

Yea Nay

  
Carol Calabresa, Chair

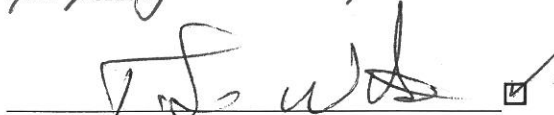
  
Steven W. Mandel, Vice Chair

  
Bonnie Thomson Carter

  
Linda Pedersen

  
Tom Weber

  
Jeff Werfel

  
Terry Wilke

**FINANCE AND ADMINISTRATIVE  
COMMITTEE:**

Yea Nay

\_\_\_\_\_  
S. Michael Rummel, Chair

\_\_\_\_\_  
Linda Pedersen, Vice Chair

\_\_\_\_\_  
Steve Carlson

\_\_\_\_\_  
Bill Durkin

\_\_\_\_\_  
Sandra Hart

\_\_\_\_\_  
Aaron Lawlor

\_\_\_\_\_  
Audrey Nixon

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

**AN ORDINANCE APPROVING A TRAIL LICENSE AGREEMENT WITH  
LAKE BLUFF OPEN LANDS ASSOCIATION FOR A PEDESTRIAN TRAIL  
(ORIOLE GROVE FOREST PRESERVE)**

**WHEREAS**, the Lake County Forest Preserve District (the "District") owns an interest in an approximately 85.8-acre parcel of land on the east side of U.S. Highway 41, south of Rockland Road and west of Green Bay Road commonly known as Oriole Grove Forest Preserve (the "Property") in Shields Township, which Property is depicted in Exhibit A attached hereto; and

**WHEREAS**, In 1995, the District and Lake Bluff Open Lands Association ("LBOLA") entered into a license agreement (the "1995 Agreement"), pursuant to which LBOLA installed and currently operates within the Property pedestrian trails that are open to the public (collectively, the "Trail"), a kiosk (the "Kiosk"), and garbage cans (the "Garbage Cans") Property; and

**WHEREAS**, the 1995 Agreement expired on February 16, 2015, and it is in the best interests of the District to enter into a new license agreement in substantially the form attached hereto that will grant a license to LBOLA to allow it to operate and maintain the Trail, the Kiosk, and the Garbage Cans, which license will allow public access to trail systems on District land (the "License Agreement");

**WHEREAS**, Section 7(b) of the Downstate Forest Preserve District Act, 70 ILCS 805/7(b), authorizes the District to grant licenses for any activity reasonably connected with the purposes for which the District has been created, such as public trail access;

**NOW, THEREFORE, BE IT ORDAINED** 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 Ordinance by this reference.

Section 2. Approval of License Agreement. The License Agreement is hereby approved in substantially the form attached hereto. 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 and all other documents that are necessary to complete such transaction provided that the documents have first been approved by the District's Counsel.

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

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2015

Ayes:

Nays:

Approved this \_\_\_\_ day of \_\_\_\_\_, 2015

APPROVED:

\_\_\_\_\_  
Ann B. Maine, President  
Lake County Forest Preserve District

ATTEST:

\_\_\_\_\_  
Julie Gragnani, Secretary  
Lake County Forest Preserve District

Exhibit No. \_\_\_\_\_

# Exhibit A

## Lake Bluff Site 4

Prepared using information from:  
Lake County Dept. of Information & Technology  
GIS/Mapping Division  
18 North County Street  
Waukegan, Illinois 60085-4357  
847-360-6373

Map Prepared 16 June 2009

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.

2007 Aerial Photo

Lake County Forest Preserve District  
Dept. of Land Preservation & Special Projects  
21900 Riverwoods Road  
Deerfield, Illinois 60015  
847-968-3351

### Legend

 Forest Preserve Property     Forest Preserve Easements



**Exhibit B**

**LAKE COUNTY FOREST PRESERVE DISTRICT  
LICENSE AGREEMENT**

This License Agreement (this "Agreement") is dated and executed as of the 17<sup>th</sup> day of February, 2015 (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 **Lake Bluff Open Lands Association**, an Illinois not for profit corporation, organized and existing under the Illinois Not For Profit Corporation Act, 805 ILCS 105/101.01 et seq. ("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 owns an undivided interest in the fee simple title to property commonly known as Oriole Grove Forest Preserve in Lake County, Illinois (the "Subject Property"). The State of Illinois also owns an undivided interest in the fee simple title to the Subject Property. The Subject Property is generally depicted on Exhibit A attached to this Agreement. In 1995, the District and Licensee entered into a license agreement, dated February 17, 1995 (the "1995 Agreement"), pursuant to which Licensee installed and currently operates pedestrian trails within the Subject Property that are open to the public (collectively, "Licensee's Trail"). Licensee has also installed and operates a kiosk (the "Kiosk") and garbage cans (the "Garbage Cans") within the Subject Property. The District has also installed and operates, within the Subject Property, a trail (the "Maintenance Trail") and two bridges (the "Bridges") that the District currently uses for maintenance vehicles. Licensee's Trail, the Maintenance Trail, the Bridges, the Kiosk, and the Garbage Cans are generally depicted on Exhibit A. The 1995 Agreement will expire at the end of the day on February 16, 2015. Licensee desires to continue operating Licensee's Trail, the Kiosk, and the Garbage Cans and the District is willing to allow Licensee to do so, all as provided in this Agreement.

2. GRANT OF LICENSE; LIMITATION OF INTEREST; TERM. The District hereby grants to Licensee a non-exclusive revocable license to use the Subject Property for the sole purpose of operating Licensee's Trail, the Kiosk, and the Garbage Cans, in accordance with this Agreement (the "License"). Licensee hereby accepts the License. The License is a contractual right only, is not an interest in real property, and does not touch and concern, or run with, the land, and Licensee does not and will not have any legal, beneficial, or equitable interest in the Subject Property itself. Licensee acknowledges that the State of Illinois also owns an interest in the fee simple title to the Property and that, in light of such interest, the District makes no representation, warranty, or commitment regarding its authority to grant the License or regarding the enforceability of this Agreement. The License term will commence on the Effective Date and will end at 11:59 p.m. on February 16, 2020 (the "Term").

3. USE REQUIREMENTS AND RESTRICTIONS.

A. Licensee's Trail. Licensee shall:

- (i) operate Licensee's Trail during hours approved in writing by the District's Executive Director ("Hours of Operation"),
- (ii) make Licensee's Trail available for public use at all times during Hours of Operation and may not grant to any person or entity any exclusive or preferential use of Licensee's Trail,
- (iii) limit use of Licensee's Trail to pedestrian use, and post signs, provided by the District, notifying users of Licensee's Trail of such limitation,

- (iv) maintain the Licensee's Trail in a safe, good, and clean condition and in compliance with the maintenance specifications set forth in Exhibit B attached to this Agreement,
- (v) post signs, provided by the District, in locations that are adjacent to Licensee's Trail informing users of Licensee's Trail not to use other portions of the Subject Property, for pedestrian or other purposes, (vi) not use and shall not allow others to use the Maintenance Trail or Bridges, unless Licensee first obtains the written consent of the District's Executive Director or his or her designee.

B. Kiosk. Licensee shall:

- (i) maintain the Kiosk in a safe, good, and clean condition and
- (ii) post at or in a location near the Kiosk, as determined by the District's Executive Director, a sign, provided by the District, stating that the Licensee's Trail is operated in connection with the District (the "Kiosk Sign").

Licensee may post information at, or otherwise provide information from, the Kiosk, but only if the information relates specifically to the use of the Subject Property by Licensee, the District, and the public (such as rules and regulations governing the use of the Subject Property) and only if the content of the information has first been approved by the District's Executive Director or his or her designee. The parties acknowledge that the Kiosk is not a public forum and has not historically been used, or intended for use, as a location for the public expression or communication of ideas and the limited and restricted right of Licensee to post or provide information is not intended to change the status of the Subject Property from a non-public forum to a public forum or limited public forum. The District reserves the right to provide or post at the Kiosk any communication or information relating to the Subject Property or any other communication or information authorized by law. If Licensee posts or provides any communication or information at the Kiosk that is prohibited by this Section, then the District may remove such communications and information without notice to Licensee.

C. Garbage Cans. Licensee shall:

- (i) maintain the Garbage Cans in a safe, good, and clean condition,
- (ii) regularly empty the Garbage Cans so that they do not overflow with garbage, and
- (iii) remove any garbage or rubbish deposited on the Subject Property by users of Licensee's Trail.

D. Restoration. Without limiting the limited scope of the License, as provided in Section 2, Licensee may not perform any controlled burns or other restoration activities on the Subject Property.

4. PERFORMANCE OF WORK. Licensee may not perform any work on Licensee's Trail or the Kiosk, except for the maintenance work required in Section 3, without first obtaining the written approval of the District's Executive Director of such work and the plans depicting such work (the "Plans"), which approval may be granted or denied in the Executive Director's sole discretion. If the Executive Director approves Plans, Licensee shall perform the work depicted in the Plans ("Approved Work") in a good and workmanlike manner, at no cost and expense to the District, and in accordance with the Plans and all applicable laws (the "Requirements of Law"), including without limitation all Requirements of Law that prohibit, restrict, or regulate any hazardous materials. No later than 30 days after completion of Approved Work, Licensee must either, at the District's election: (i) deliver to the District a written statement certifying that Licensee has completed all Work in accordance with the Plans; or (ii) prepare



and deliver to the District, at Licensee's sole cost and expense, (a) an amendment to the Plans depicting the as-built condition of the Approved Work (the "As-Built Drawings") and (b) a written statement certifying that Licensee has completed all Work in strict accordance with the Plans and As-Built Drawings.

5. REPAIR OF DAMAGE TO DISTRICT PROPERTY. Licensee must repair any damage to the Subject Property or any other property owned by the District caused by the acts or omissions of Licensee, any agent of or contractor hired by or on behalf of Licensee, or any user of Licensee's Trail. If Licensee fails to do so within five days after the District gives Licensee notice to do so, then the District shall have the right, but not the obligation, to cause the affected property to be repaired and to recover from Licensee all costs incurred by the District to cause the affected property to be repaired.

6. RESERVATION OF RIGHTS. The District reserves its right to: (i) use the Subject Property in any manner that does not unreasonably prevent, impede, or interfere with Licensee's use of the License, (ii) grant other non-exclusive licenses or easements within the Subject Property, (iii) full and normal access to the Subject Property for any public purpose, including, without limitation, to use the Maintenance Trail and the Bridges, to perform restoration activities within the Subject Property, and to inspect the Licensee's Trail, the Kiosk, the Garbage Cans, and the rest of the Subject Property. Licensee will use the License in a manner that does not unreasonably interfere with District's use and occupancy of the Subject Property as set forth in this Section.

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

8. 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 Subject Property by Licensee, its officers, directors, trustees, board members, partners, employees, agents, contractors, guests, and invitees. Licensee shall indemnify, hold harmless, defend, and release the District, its commissioners, officers, agents, employees, guests, and invitees 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 any act or omission by Licensee related to the License (collectively, the "Indemnified Claims"), whether or not any such act or omission is alleged to result from the Licensee's breach of this Agreement, negligence, willful misconduct, or failure to adhere to 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.

9. 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 Subject Property, and any other property owned by the District from the Indemnified Claims, 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. REVOCATION AND TERMINATION OF LICENSE. If Licensee breaches any term or provision of this Agreement, and fails to cure such breach within 30 days after receiving written notice from the District of such breach, 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. Either party may terminate the License and this Agreement by providing the other party written notice of such termination not less than 30 days in advance of the effective date of such termination.

11. GENERAL PROVISIONS.

A. Entire Agreement. By their execution of this Agreement, the parties terminate the 1995 Agreement. 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. Conflict of Laws. This Agreement is governed by the internal laws, but not the conflict of laws rules, of the State of Illinois.

C. Assignment. 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.

D. Notice. Each notice required or permitted to be given under this Agreement shall be in writing and shall be deemed received by the addressee thereof (i) when delivered in person on a business day to the street address set forth below or (ii) on the first business day after it is deposited with a nationally recognized overnight delivery service addressed to the street address below.

Notices and communications to the District shall be addressed to, and delivered at the following address:

Lake County Forest Preserve District  
1899 West Winchester Road  
Libertyville, Illinois 60048  
Attention: Executive Director

Notices and communications to Licensee shall be addressed to and delivered at the following address:

Lake Bluff Open Lands Association  
PO Box 449  
Lake Bluff, IL 60044  
Attn: President

By notice complying with the requirements of this Section, either party may change the address or addressee for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received. Nothing in this Section will be deemed to invalidate a notice that is actually received by a party.

**LICENSEE:**

**DISTRICT:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

# EXHIBIT A

## DEPICTION OF SUBJECT PROPERTY, LICENSEE'S TRAIL, MAINTENANCE TRAIL, BRIDGES, AND KIOSK

### Exhibit A

#### Legend

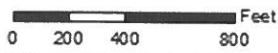
-  Subject Property
-  Licensee's Trail
-  Maintenance Trail
-  Bridges
-  Kiosk



Lake County Forest Preserve District  
1899 W Winchester Rd  
Libertyville, Illinois 60048  
847-968-3351  
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



2012 Aerial Photo




Map Prepared 16 March 2015



**EXHIBIT B**  
**LICENSEE'S TRAIL MAINTENANCE SPECIFICATIONS**

**Exhibit B**

**Legend**

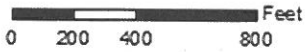
-  Subject Property
-  Main Trail
-  Feeder Trail



Lake County Forest Preserve District  
1899 W Winchester Rd  
Libertyville, Illinois 60048  
847-968-3351  
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



2012 Aerial Photo

Map Prepared 18 March 2015



- Maintain existing Main Trail clearance width at a 12 foot minimum.
- Maintain Feeder Trail clearance width at a 6 foot minimum.
- Inspect trail system once per week for obstructions, tripping hazards, and ground trash.
- Trim any tree limbs crossing over the trail that are less than ten feet from ground level.
- Trim dead, diseased, or other tree limbs that may pose a safety hazard to trail users. .