

Fawell Dam Saddle Dike License Area Agreement

Notice of Intention

(Insert Name, Address, Parcel Number)

- Yes, I/We intend to enter into the license agreement with DuPage County Stormwater Management, subject to the terms of the license agreement for a fee of \$300.00 for a 5-year period.

- No, I/We do not want to enter into the license agreement with DuPage County Stormwater Management. I/We acknowledge that we are declining the County's offer and will not utilize the County's property for any purpose.

EXHIBIT A

LICENSE AGREEMENT

Parcel Number; Fourth License (4)

KNOW ALL MEN BY THESE PRESENTS, that the County of DuPage, as property owner (hereinafter referred to collectively as "Licensors") for and in consideration of three hundred dollars (\$300.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby issues to xxxxxxxxxx, as tenants by the entirety (hereinafter referred to as "Licensee"), a non-exclusive Temporary License ("License") for the purpose of allowing temporary access to and use of the designated License Area for a period of five (5) years unless terminated sooner. Said License Area shall be on County-owned property commonly referred to as the Saddle Dike Parcel, the Saddle Dike itself being earthen levee constructed within the one hundred fifty foot (150') wide strip of land located along the eastern edge of the McDowell Grove Forest Preserve for the purpose of preventing the flow of floodwaters onto adjacent lands resulting from the operation of the Fawell Dam.

The License Area is shown and legally described on the Survey, attached hereto as Exhibit A.

(Add Description of the property according to the Recorder's Office).

Common Property Address: **Address**

Parcel Identification Number: **Parcel Number**

Prepared by: DuPage County Stormwater
421 North County Farm Road
Wheaton, Illinois 60187

Return to: DuPage County Stormwater Mgmt
Attn: Avery Mumm
421 N. County Farm Road
Wheaton, IL 60187

Resolution number: SM-R-0004-24

This License is made by the Licensor and accepted by the Licensee under the following terms and conditions:

1. The purpose for this License grant is to allow Licensee, including Licensee's family, guests and invitees, non-exclusive access to, and the use(s) described herein of, the area legally described and depicted on Exhibit A, and referred to herein as the "License Area," for a period of five (5) years from the date of its issuance by Licensor, unless terminated sooner by operation of this Agreement, **so long as the Licensee remains owner(s) of real estate adjoining the License Area.**
2. The Licensor shall have and retain all rights to the aforesaid License Area as specified herein. Licensor, including Licensor's officers, employees, agents and contractors, may access and use the designated License Area at any time, with reasonable notice to the Licensee, for the performance of inspections, maintenance or repairs to the Licensor's adjacent properties and nearby improvements. In the event of an emergency, Licensor may access and use the designated License Area without notice to the Licensee.
3. The Licensee may access and use the License Area for purposes ordinarily and customarily associated with the open spaces of residential property subject to the limitations stated herein. The Licensee may erect non-permanent structures such as tents, children's play-sets, and sandboxes within the License area provided that such items are not affixed to the ground by any means other than easily removable pins or pegs.
4. Licensee shall be responsible for the maintenance of the landscape and vegetation within the License Area, including grass mowing and litter removal. Weed eradication shall be by hand only and the use of herbicides within the License area is expressly forbidden.
5. This License is conditioned on the following limitation on the Licensee's use thereof: a) Licensee shall not construct any buildings, structures or permanent improvements on the License area; b) Licensee shall not alter, change, destroy or modify the grading or drainage patterns of the License area; c) Licensee shall not affect the lateral or sub-lateral support for the License area or for any adjoining area; d) Licensee shall not impact, in any way, the Saddle Dike or the Licensor's access to or use of the License Area; e) Licensee shall do no act within the License Area that constitutes a violation of any law, ordinance, code or regulation or which constitutes a nuisance (public or private); f) Licensee shall not encroach or trespass onto the Licensor's property adjacent to the License Area and, specifically, shall not engage in any mowing on Licensor's property. It is expressly understood that mowing the native prairie grass vegetation outside of the License area adversely affects the Saddle Dike's structural stability by increasing the risks from destructive erosion.
6. In the event the Licensee, or any of the Licensee's family, guests and, or, invitees, violate(s) any of the limitations stated above in Paragraphs 3 and 4 and Paragraph 5, sub-parts a) through f), this License grant shall terminate immediately upon the Licensor giving Licensee reasonable notice of such termination. Any rights or privileges granted herein shall immediately cease and desist. In the event of such termination, Licensee shall

continue to have a license to enter onto the License Area for five (5) days after Licensor's notice of termination, for the sole purpose of Licensee removing Licensee's property from the License Area. Due to the potential severity of consequences from any breach of the limitations listed above, there shall be no rights or options to cure any default by Licensee. It shall not be necessary for the Licensor to physically observe Licensee violating Paragraphs 3, 4, and/or 5, inasmuch as any *indicia* of alterations, changes, modifications, effects, impacts, prevention of access, or violation(s) upon the license area, and/or mowing or encroachments upon Licensor's property immediately adjacent to the License area, shall be deemed conclusive as to Licensee's violation of those conditions.

7. The Licensee shall indemnify, defend and hold the Licensor harmless for and against all liability arising from or out of any loss, injury or claim, of any kind whatsoever, that occurs within the License Area and, or, which arises from any act or omission of the Licensee during the term of Licensee's use of the License Area. The Licensee shall not be responsible, though, for any acts or omissions that were directly and proximately caused by the Licensor or the Licensor's entry onto or use of the License Area. Such obligation shall survive the expiration and, or, early termination of this License. Nothing contained herein shall be construed as prohibiting the Licensor, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Licensee shall likewise be liable for the cost, fees and expenses incurred in the Licensor's or the Licensee's defense of any such claims, actions, or suits. Licensor does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 *et seq.*, by reason of such indemnification.
8. Upon the expiration or early termination of this License, Licensee shall remove all of Licensee's property and improvements from the License Area and restore that area, to the fullest extent practicable, to the conditions that existed that existed prior to Licensee's possession and use thereof. In the event the Licensee fails to comply with this provision, Licensor may, at its election, have Licensee's property and improvements removed from the License Area in any manner Licensor deems appropriate. The Licensee shall thereafter promptly reimburse the Licensor, upon tender of a written demand, at one hundred fifteen percent (115%) of Licensor's documented cost to restore.
9. This License shall be valid for a five (5) year term, subject to such contingencies that cause earlier reversion to Licensor, or the Licensor's earlier revocation thereof, with or without cause. This License is not self-renewing and shall expire on its own terms without notice to the Licensee. **The License shall terminate automatically in the event Licensee ceases being the owner of a parcel adjoining the License Area.** In the event of a holdover, the Licensee agrees that it shall owe the Licensor one hundred dollars (\$100.00) per day, including any part thereof, for any such holdover. Moreover, Licensee shall reimburse the Licensor for any damage to the License Area, or areas of Licensor's property adjacent to said License Area, caused by the Licensee's use of the License Area in any manner prohibited by Paragraph 5, above.

10. This License shall not be recorded and the recordation of such shall cause the immediate termination thereof at the Licensor's election.

[Remainder of this page left intentionally blank]

Dated this _____ day of _____, 2024.

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed on the date written above.

LICENSOR: COUNTY OF DUPAGE

By: _____ Attest by: _____
Name: _____ Name: _____
Title: _____ Title: _____

LICENSEE:

By: _____ By: _____
Name: _____ Name: _____

STATE OF ILLINOIS)
) Ss
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me, to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary acts, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 2024.

Notary Public _____

My commission expires: _____