

INTERGOVERNMENTAL LICENSE AGREEMENT

THIS INTERGOVERNMENTAL LICENSE AGREEMENT ("Agreement") is made this 1st day of August, 2023, but actually executed by each of the undersigned parties on the date set forth beneath the respective signatures of their duly authorized officers below, by and between the PLEASANT DALE PARK DISTRICT, an Illinois park district (the "Licensor"), and SCHOOL DISTRICT NO. 107 (PLEASANTDALE), an Illinois public school district (the "Licensee," together with the Park District, the "Parties").

RECITALS

WHEREAS, Article 7, Section 10 of the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize units of local government and school districts to contract or otherwise associate among themselves to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law;

WHEREAS, the Licensor is the owner of the real property located within the boundaries of the Licensee commonly known as the "Hess Property," 8100 Willow Springs Road, Willow Springs, Illinois 60480 and being otherwise identified by PINs: 18-32-103-003-0000 (the "South Subject Property") and 18-32-103-002-0000 (the "North Subject Property," together with the South Subject Property, the "Subject Property");

WHEREAS, the Licensee has requested permission of the Licensor to place and maintain a storage container on the Subject Property to accommodate the storage of its personal property due to decreases in available space at its facilities consequent to the COVID-19 pandemic; and,

WHEREAS, the Licensor is willing to accommodate Licensee's request by granting it a license to place a storage container on a portion of the North Subject Property subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing promises and the respective representations, warranties, agreements, covenants and conditions herein contained, and other good and valuable consideration, the Seller and the Purchaser agree as follows:

Section 1. License. In consideration for ten (\$10.00) dollars, the receipt of which is hereby acknowledged, and the agreements, covenants and conditions set forth in this Agreement, the Licensor hereby grants to the Licensee a license (the "License") to place and maintain one (1) storage unit having the approximate dimensions of 10' X 30' on the northwest quadrant of the North Subject Property, for the storage of Licensee's personal property, and for ingress and egress thereto/therefore on, over, and through the Subject Property for such purposes. The final location for placement of the storage unit within the northwest quadrant of the North Subject Property shall be determined by mutual agreement of the Parties and memorialized in writing. The land upon which the storage container plus five (5') in each direction shall be and constitute the "Licensed Premises."

Section 2. Term. The License shall commence on August 1, 2023 and shall terminate on July 31, 2024 (the “License Term”). This License shall automatically renew annually for successive one (1) year periods (each a “Renewal Term”) in the event that neither the Licensor nor the Licensee provides notice of termination to the other prior to the expiration of then current License Term or Renewal Term.

Section 3. Activities and Limitations. The Licensee shall secure from the Village of Willow Springs and other applicable governmental authorities any and all permits, authorizations, or relief necessary to place and maintain a storage container on the Licensed Premises or to otherwise conduct the activities contemplated by this Agreement. The Licensee shall conduct its activities as authorized through this Agreement with reasonable care, skill and diligence and, in any event, in a good and workmanlike manner and in accordance with applicable laws. The Licensee shall avoid harm to persons and property, and use the Subject Property in such a way in such a way as to minimize disturbance of and interference with the use of the Subject Property by Licensor and the public, in general. The Licensee shall not enter upon any portion of the Subject Property or use the Licensed Premises for any reason other than as permitted by this Agreement. The Licensee shall maintain the Licensed Premises (including storage container) in a good and safe condition, and otherwise free of graffiti and debris. All personal property of the Licensee shall be stored in the storage container, which shall remain locked and inaccessible to the public at all times when Licensee Parties, as hereinafter defined, are not present. The Licensee shall not build upon or improve the Subject Property so as to alter the physical condition thereof, nor shall it remove trees or other landscaping without the written consent of the Licensor, which may be withheld in its absolute discretion. If Licensee disturbs or alters the surface of the Subject Property, or any improvements and appurtenances in or about the Subject Property, from those that may be permitted under this Agreement, Licensee will repair and restore the general surface of the ground, improvements and appurtenances as nearly as may reasonably be done to the grade and condition it was in immediately prior to alteration. To the greatest extent possible, Licensee shall use any paved, graveled, or well-worn dirt drives/paths on the Subject Property for ingress/egress to/from the Licensed Premises. The Licensee covenants and agrees that it shall conduct its operations on or about the Licensed Premises (but, in any event, anywhere on the Subject Property) in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that neither the Licensee nor any Licensee Parties (as hereinafter defined) shall use, bring upon, transport, generate, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Material (as hereinafter defined) in, on, under or from the Licensed Premises or any other portions of the Subject Property. All personal property of the Licensee, including the storage container, shall be removed from the Licensed Premises at the expiration of the License Term, and Licensee shall surrender the Licensed Premises in the same condition, ordinary wear and tear excluded, as existed prior to this Agreement.

Section 4. Reservations. The Licensor does not relinquish and reserves fully its rights to use, enjoy, possess and control the Subject Property, during the License Period and specifically retains the right to enter the Licensed Area at all times to make inspections and enforce applicable laws, but shall not cause or permit an interference, obstruction or alteration of Licensee’s use of the Licensed Area.

Section 5. No Warranties of Condition. Licensor makes no warranty, either express or implied, as to the condition of the Subject Property, including the Licensed Premises, or that it

is suitable for Licensee's purposes or needs. Licensee, by the execution of this License, accepts the Subject Property, including the Licensed Premises, in an "as is" condition.

Section 6. Release and Indemnification. The Licensee assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (whenever such property may be located) that may be sustained directly or indirectly due to the activities, operations or use of the Licensed Premises or any other portion of the Subject Property (including any generation, introduction, treatment, transport, release or other actions related to Hazardous Materials or violations of Environmental Laws) by the Licensee or any of its employees, officers, agents, contractors and guests ("Licensee Parties"). The Licensee, for itself, the Licensee Parties and for those claiming through the them, hereby releases the Licenser, its officers, employees and each of their respective successors and assigns ("Licensor Parties") from any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred by the Licensor or the Licensor Parties in connection therewith) and for damage, destruction or theft of property, that may arise from operations on, or the use of, the Subject Property or Licensed Premises by the Licensee Parties. Without limiting any other indemnification obligations of the Licensee herein contained, the Licensee shall defend, indemnify and hold harmless the Licensor Parties from and against any and all common law or statutory liabilities (including, without limitation, liabilities under Environmental Laws), damages, obligations, losses, claims, civil actions, costs or expenses, including reasonable attorneys' fees and expenses (collectively, "Losses and Claims"), arising from any act, omission or negligence of the Licensee or any Licensee Parties in or about the Licensed Premises or any other portion of the Subject Property, or arising from any injury or damage to any person or property occurring in or about the Licensed Premises or any other portion of the Subject Property as a result of any act, omission or negligence of the Licensee or the Licensee Parties (including without limitation, as a result of the generation, introduction, treatment, transport, or release by the Licensee or a Licensee Party related to Hazardous Materials on, about, under or from the Subject Property). Notwithstanding the preceding provisions, the Licensee and the Licensee Parties do not release the Licensor or the Licensor Parties from, and do not assume any liability or indemnification obligations for, the acts or omissions of the Licensor or the Licensor Parties or mere existence of Hazardous Materials under or on the Licensed Premises or any other portion of the Subject Property as of the date of execution of this Agreement ("Pre-Existing Hazardous Materials").

For purposes of this Agreement, the term "Hazardous Materials" shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under or for which liability may be imposed by any Environmental Law. "Environmental Laws" shall mean all federal, provincial, state and local environmental laws, regulations, ordinances and other requirements (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Materials, including, but not limited to, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., the Clean Air Act, 42 U.S.C. §§ 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601, et seq., the Oil

Pollution Control Act, 33 U.S.C. §§ 2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute or ordinance pertaining to protection of human health or safety, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

Section 7. Insurance. The Licensee shall obtain and shall at all times maintain insurance in a form approved by the Licensors evidencing that Licensee has a policy of comprehensive general liability insurance including a contractual liability endorsement covering Licensee's obligations under this Agreement, and naming "Pleasant Dale Park District, its officers, employees and each of their respective successors and assigns as their interests may appear" as additional insured parties, insuring Licensee's activities upon, in or about the Licensed Premises and Subject Property against claims or bodily injury or death or property damage or loss with a combined single limit of not less than Two Million Dollars (\$2,000,000). The policy shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that those commercial general liability insurance policies carried by the Licensors shall be non-contributory with respect to Losses and Claims. The Licensors may provide an updated list of additional insured parties from time to time. Such insurance policy shall be with a company licensed in the State of Illinois, and such policy shall provide that it is not subject to cancellation or reduction in coverage except after thirty (30) days' prior written notice to the Licensors. The Licensee shall deliver to the Licensors prior to using the Licensed Premises, and from time to time thereafter, certificates evidencing the existence and amounts of such insurance policy.

Section 8. Termination. The Licensee shall have the right and authority to terminate this Agreement at any time, upon written notice to Licensors. The Licensors shall have the right to terminate this Agreement if the Licensee fails to comply with the terms hereof, and such failure continues uncured for a period of fifteen (15) days after written notice to Licensee.

Section 9. Licensors Warranties. The Licensors is park district duly incorporated and existing under the laws and Constitution of the State of Illinois, and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform the Agreement. The Licensors is solvent, able to pay its debts as they mature and financially able to perform all the terms of this Agreement. To the Licensors's actual knowledge, there are no actions at law or similar proceedings which are pending or threatened against the Licensors which would result in any material and adverse change to the Licensors's financial condition, or which would materially and adversely affect the level of Licensors's assets as of the date of this Agreement, or that would materially and adversely affect the ability of the Licensors to proceed with its obligations under this Agreement.

Section 10. Licensee Warranties. The Licensee is a public school district duly incorporated and existing under the laws and Constitution of the State of Illinois, and is authorized to and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform the Agreement. The Licensee is solvent, able to pay its debts as they mature and financially able to perform all the terms of this Agreement. To the Licensee's actual knowledge, there are no actions at law or similar proceedings which are pending or threatened against the Licensee which would result in any material and adverse change to the Licensee's financial condition, or which would materially and adversely affect the level of Licensee's assets as of the

date of this Agreement, or that would materially and adversely affect the ability of the Licensee to proceed with its obligations under this Agreement.

Section 11. Miscellaneous Provisions. This Agreement constitutes the entire agreement of Licensor and Licensee on the subject matter hereof, except as to those documents specifically identified and referenced in this Agreement. The Parties represent, warrant, covenant and agree that no representation, warranty, covenant or agreement shall be binding on the other party unless expressed in writing herein or by written modification. Neither this Agreement nor any provisions hereof may be changed, revised, modified, waived, discharged, terminated or otherwise abrogated, diminished or impaired other than by an instrument in writing duly authorized and executed by both Licensor and Licensee. Nothing in this Agreement is intended, nor shall it be interpreted, to create any rights or remedies to and in any third party. No claim as a third-party beneficiary under this Agreement by any person shall be made, or be valid, against the Licensor or the Licensee. No provision of this Agreement, or act of either party under this Agreement, shall be construed as creating the relationship of principal and agent, or as creating a partnership, joint venture, or other enterprise, or render either party liable for any of the debts or obligations of the other party, except under any indemnity provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed by duly Authorized officers thereof on the dates indicated below.

PLEASANT DALE PARK DISTRICT

BY: _____
President

ATTEST: _____
Secretary

DATE: _____

SCHOOL DISTRICT NO. 107 (PLEASANTDALE)

BY: _____
President

ATTEST: _____
Secretary

DATE: _____

