

USE AND LICENSE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that the undersigned, FOREST PRESERVE DISTRICT OF KANE COUNTY (hereinafter "KCFP"), for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby permit Dundee Township, an Illinois governmental body, Dundee, Illinois, (hereinafter called "Township") the non-exclusive right, permission and authority to use, operate and maintain that property which is described in **Exhibit A** (the "Premises"), which is attached hereto and incorporated herein (hereinafter sometimes referred to as the "Township License"), which KCFP warrants that KCFP owns in fee simple. KCFP further grants Township the exclusive use and occupancy of the second story of the barn for the purpose of storing equipment and supplies and maintaining a maintenance office and shop together with the right of ingress and egress to and from the Premises for itself, its volunteers, agents and contractors for the purpose of Township maintenance, and for all other purposes convenient or incidental to the exercise by Township of the rights herein granted for the term of this Agreement.

WITNESSETH:

WHEREAS, the Forest Preserve District owns a certain real estate parcel commonly known as the "the Schweitzer Barn", located within the Schweitzer Forest Preserve Dundee, Illinois (hereinafter the "Barn"); and,

WHEREAS, the Township desires to use the Barn to accommodate their various maintenance operations as well as equipment and supply storage, and

WHEREAS, this non-exclusive license is granted for a term expiring at the end of fifteen (15) years from the date of this Township License, and on the following terms and conditions precedent and continuing for the term of this Township License, which terms and conditions are hereby mutually covenanted and agreed to, by and between KCFP and Township; and

WHEREAS, the Township accepts the premises AS IS without representation or warranty by District as to any condition thereof or fitness of the improvements located thereon for any particular purpose or use. Township's use of the premises is solely at its own risk.

Accordingly, the parties agree as follows:

1. The Township shall be responsible for the following:
 - a. All costs and coordination of the initial improvements as defined on Exhibit B (Dundee Township's 15-Year Lease Request Letter dated January 18, 2007).

- b. All costs and coordination of the ongoing Interior (second floor) and Exterior maintenance of the Barn as necessary for Township use and to maintain a neat, clean and orderly condition.
- c. The maintenance of safe and sanitary conditions of the premises. Including, but not limited to, the storage of all equipment and supplies inside the Barn as storage of materials outside is strictly prohibited.

2. The Township agrees to hold KCFP harmless from any and all losses of or damages to property, including environmental and economic losses, or injuries to or death of any person resulting from its activity or use on the Premises, or any property affected by such activity or use by the Township, its employees, volunteers, contractors, affiliates, subsidiaries or successors. The Township shall indemnify and save harmless KCFP, its officers and employees, from all claims, litigation and liability asserted against them or any of them, and any costs and attorney's fees incidental thereto, on account of injury to or death of any person or persons whomsoever, on account of damage to any property, caused by, connected with, or in any way attributable to, the rights herein granted or the Township's failure to comply with any of the terms or conditions hereof. The Township shall pay for the defense of KCFP, its officers and employees in any such litigation, with KCFP having the right to designate its own local counsel.

The Township agrees to pay KCFP its grantees, lessees, licensees, successors or assigns for any and all damage and expense which they or any of them may sustain or incur because of damage to any property of KCFP, its successors or assigns, caused by or attributable to the exercise by the Township of the rights granted by this Agreement.

3. The Township agrees to utilize the property in a manner that will not interfere with natural or installed drainage. Upon completion of the activities of Township, KCFP's property shall be left in a neat, clean and orderly condition, at the sole expense of Township.

4. The privileges herein granted are subject to the paramount rights of the KCFP, and KCFP shall not be liable to the Township for damage to the property of the Township due to the installation, operation, maintenance or removal of any present or future facilities of KCFP on its property subject to the rights of this License.

5. This Township License shall not in any manner or to any extent limit or restrict the right of KCFP to grant additional licenses or rights over, along, under and across the Premises herein for other purposes, subject to the rights of this license including the Township's non-exclusive use and possession of the Barn.

6. Township shall keep the structure and premises in a neat, clean and orderly condition. KCFP shall have the right to perform inspections of facilities and

grounds with a 30-day notice. Notice of required improvements to facilities and/or grounds with reasonable deadlines for compliance will be provided to the Township in writing.

7. KCFPD shall install a sign on the barn that represents the cooperative use of the barn between the Township and KCFPD with mutually agreed upon language.

8. Township covenants and agrees that it will not permit or suffer any lien to be put upon or arise or accrue against said premises in favor of any person or persons, individual or corporate, furnishing either labor or material in any work herein proposed, and Township further covenants and agrees to hold KCFP and said premises free from any and all liens or rights or claims of lien which may or might arise or accrue under or be based upon any mechanic's lien law, so called, of the State of Illinois, now in force or hereafter to be enacted. All contracts and agreements that may be made by the Township relating to any work herein proposed, shall expressly state that the interest of KCFP in and to said premises shall be wholly free from and not subject to any lien or claim of any contractor, subcontractor, mechanic, material man or laborer, whether based upon any law or regulation of the State of Illinois, or any other authority, now in force or hereafter to be enacted, and Township also hereby covenants and agrees that it will not enter into any contract for such work which shall not in express terms contain the aforesaid provision.

9. Township agrees to purchase and maintain during the term of this license or any extension thereof, at Township's cost, a policy or policies of insurance issued by good and responsible insurance companies and in a form satisfactory to KCFP as follows:

A. Worker's Compensation Insurance Policy:

- i) **Coverage A:** To pay promptly when due all compensation and other benefits required of the insured by the worker's compensation law.
- ii) **Coverage B: Employers Liability** - To pay on behalf of the insured with limits not less than \$75,000 each accident/occurrence all sums which the insured shall become legally obligated to pay as damages because of bodily injury by accident or disease, including death at any time resulting therefrom.
- iii) **Coverage A and Coverage B** will cover all contractors, subcontractors and their subcontractors;

B. Comprehensive General Liability Policy or Policies covering all contractors, subcontractors, and all their subcontractors with limits not less than the combined single limit of \$2,000,000 for bodily injuries to or death of one or more persons and/or property damage sustained by one or more organizations as a result of any one occurrence, which policy or policies shall not exclude property of KCFP. KCFP shall be added as a

Named Additional Insured under such policy or policies. Bodily injury means bodily injury, death, sickness, or disease sustained by any person which occurs during the policy period, including death, at any time resulting therefrom. Property damage means (1) physical injury to or destruction of tangible property which occurs during the policy period, including loss of the use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

There shall be furnished to KCFP each year a Certificate of Insurance issued pursuant to the requirements contained in subparagraphs (A) and (B) of this paragraph 9. Insurance coverage as required herein in subparagraphs (A) and (B) shall be kept in force during the term of this license. On all policies of insurance, KCFP shall be listed as a named additional insured.

10. NOTICE. Any notice required or permitted herein shall be in writing and delivered personally or by U.S. mail to the address or addresses or persons set forth below:

KCFP
President
Forest Preserve District of Kane County
719 Batavia Avenue
Building G
Geneva, IL 60134

Township
Township Supervisor
557 Barrington Avenue
East Dundee, IL 60118

11. This Township License is not assignable or transferable. Both parties reserve the right to terminate this agreement with a 90-day written notice to the other party. Township's obligation to maintain and repair shall terminate upon termination of this Township License. If KCFPD terminates the agreement (for any reason other than a breach of this agreement by Township or due to an inhabitable condition arising as provided in paragraph 12 below), the KCFPD shall reimburse the Township the unamortized cost of improvements incurred by Township for the cost of improvements listed on Exhibit B, which costs shall be evenly prorated for this purpose over a 15-year term beginning on the effective date hereof. The Township must provide the District with receipts of all such capital improvements for which it is claiming reimbursement. No reimbursement shall be given for any of such improvements removed by Township

and the number of whole years remaining under the original term shall be the numerator of the fraction for the reimbursement calculation.

12. KCFPD shall not be responsible for repair of the barn under any circumstances, including but not limited to damages or defects arising as a result of an act of God or arising through general wear and tear. As such if Barn becomes no longer habitable and repair is not completed by Township, KCFPD shall not be responsible for any reimbursement to Township as detailed in the above paragraph.

13. Township shall pay all costs of this transaction, including recording fees, any tax, fee levy or cost associated with this transaction or any use contemplated by such transaction now or in the future.

14. This Township License is subject to the terms and conditions of the original deed of conveyance of the property to the District and all other conditions, covenants and restrictions of record.

IN WITNESS WHEREOF, the KCFP has executed this document this 8th day of May, 2007.

KCFP:
FOREST PRESERVE DISTRICT
OF KANE COUNTY, an organized
Forest Preserve

BY:


President


A3313T- Secretary

Township:
DUNDEE TOWNSHIP, an organized
Township,

BY:


Supervisor


Secretary *twp Clerk*



ACKNOWLEDGMENT

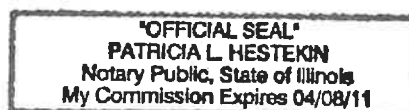
STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

The foregoing instrument was acknowledged before me this 14th day of May, 2007 by John J. Aschatt as President of the Forest Preserve District of Kane County, and by Robert J. Gunkin as ~~Assistant~~ Secretary of the Forest Preserve County.

Patricia L. Hestekin
NOTARY PUBLIC

SUBSCRIBED and SWORN TO before me this 14th day of May, 2007.

Patricia L. Hestekin
NOTARY PUBLIC



ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 14th day of May, 2007 by Susan F. Hawry, as Supervisor of Dundee Township, an Illinois Township.

Elizabeth A. Gade
NOTARY PUBLIC

SUBSCRIBED and SWORN TO before me this 14th day of May, 2007.

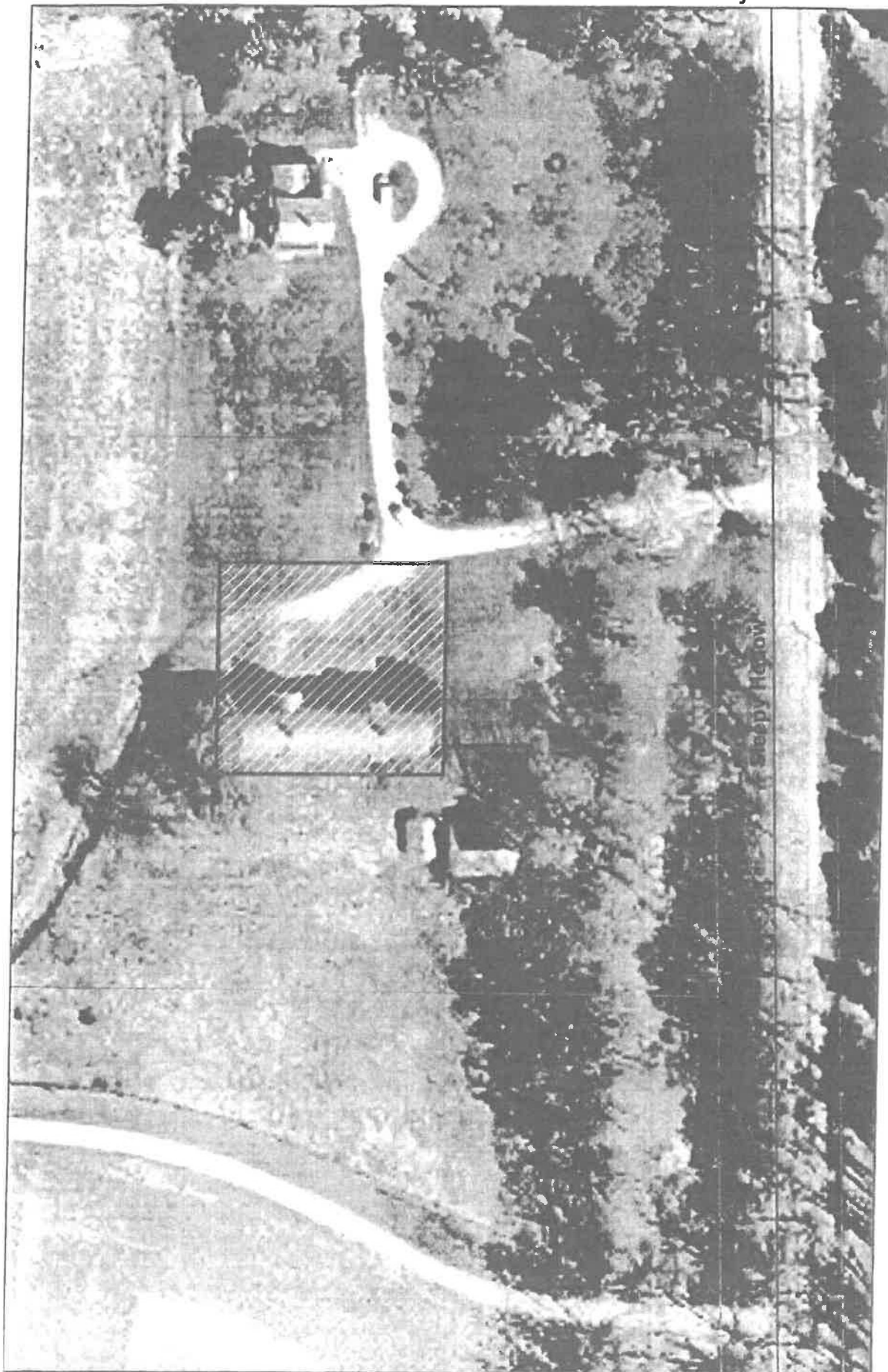
Elizabeth A. Gade
NOTARY PUBLIC



EXHIBIT A

The Barn and area in front of barn for parking together with reasonable ingress and egress thereto.

Schweitzer
Forest Preserve
Barn
Intergovernmental
Agreement



0 20 40 80 Feet

Legend

— Roads

— Creeks

Project Location

□ Project Location

▨ Schweitzer Barn IC

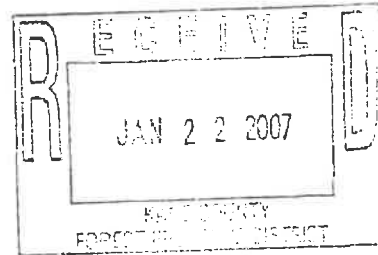
EXHIBIT B

Dundee Township's 15-Year Lease Request Letter dated January 18, 2007

**DUNDEE TOWNSHIP'S 15-YEAR LEASE REQUEST
FOR KANE COUNTY FOREST PRESERVE PROPERTY
COMMONLY KNOWN AS THE SCHWEITZER BARN
1/18/2007**

TO: Ms. Monica Meyers
Director of the Kane County Forest Preserve District
719 S. Batavia Avenue, Building G
Geneva, Illinois 60134

FROM: Sue Harney
Supervisor Dundee Township
557 Barrington Avenue
East Dundee, IL 60118



Dear Monica:

Dundee Township is requesting to lease the entire upper floor of the Schweitzer barn for 15 years to be used for our Open Space Program needs. We also are requesting access and use of the water spigot located in the lower level of the barn.

In exchange for this lease, the township proposes to do the following work that will improve safety and the overall condition of this Forest Preserve asset. The following list of repairs was derived from inspection and recommendation of a local builder and a structural engineer. The structural engineering report is attached for your review. All reports are available for your review upon request.

1. Interior Parking Area Floor Repairs and Reinforcement
 - Frame and close hay chute openings, approx. 4'x 4' ea.
 - Repair framing and subfloor for similar size holes
 - Patch scattered small holes in subfloor of Parking Area
 - Relay or replace approximately 600 sq. Ft. of existing reinforcing planking.
2. Entry Restoration
 - Repair and reinforcement of tapered floor framing (approx 4'x16' area)
 - Replace subfloor and reinforcing planking as required over above
 - Form, prep, pour & finish concrete threshold/apron, 3'-6" (w) x 12"-p"(1) x 8"-16"(h)
3. Install New Roll-up Steel Door, 12'(2) x 10'(h) with Operator
 - Dismantle bi-fold Doors, hardwr. & jambs
 - Frame wall, 12'(h) x 15'-6"(w), incl. dbl. 2"x12" header for opening 12'(w) x 10"(h)
 - Flash, side and trim above with appropriate materials, "ready" for door
4. Field Office Build-Out
 - One Crestline clad awning window with insulated Glass & screen (R.O. 43"x30")
 - One Mastercraft (or equal) steel-faced man door, pre-hung with threshold exterior trim & weather stripping applied and locking entry knob installed
 - Rough and appropriate trim carpentry for installation of above units
 - Miscellaneous ceiling framing to receive R-19 insulation
 - Sheet interior of room with 3/8" plywood
 - 1" x 3" trims for closure of insulation, voids and fits, as required
5. Electrical Work-to be performed by a licensed/bonded electrician
 - Office
 - (6) 110-V duplex outlets, 20 amp circuit
 - (2) ceiling light/outlets, 1x4 fluorescent, 2-tube fixtures-surface type
 - (1) pole switch opening

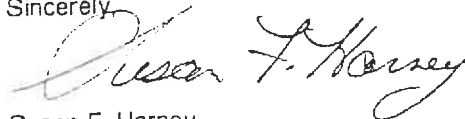
**DUNDEE TOWNSHIP'S 15-YEAR LEASE REQUEST
FOR KANE COUNTY FOREST PRESERVE PROPERTY
COMMONLY KNOWN AS THE SCHWEITZER BARN
1/18/2007**

6. Electrical work continued.
 - (1) 20 amp outlet for electric heat and 20 amp circuit 1-pole for tool room
Tool Room
 - (1) pole switch opening
 - (1) keyless type light fixture and ceiling light outlet
 - (1) 20 amp Duplex outlet
Main Barn Lighting
 - (2) 1- pole switch openings (2) 110-V 20 amp duplex outlets
 - (2) floodlight fixtures and bulbs North and South sides of barn
 - (1) Wall pack 200 watt metal halide fixture outside of overhead door on photo-eye
 - (1) 20 amp duplex outlet for door opener
 - (1) 20 amp circuit for main barn equipment
Lower Floor
 - (1) 12 circuit main lug panel and breakers
 - (1) 8 ft ground rod and ground clamp
 - Rewire of existing service pipe
 - Rework old pipe work into new electrical panel
 - Rework old service bracket on east end of barn
 - New ¾ Emt pipe run electrical panel up to new upper floor office and lighting
 - Trim tree limbs in contact with service drip from barn to old milk house
 - Tear out old disconnects east end of barn
7. West End Closure Work
 - Close two existing walkway openings at each end of Lower Level demising wall
 - Service and secure two sliding barn doors (ext. & int.), to prevent unwanted entries
 - Window sash and glazing repairs as required for closure of west end rooms only
8. Parking area defining barrier
9. Removal of all hay, debris, raccoon waste and other junk lying around the upper level and hayloft areas. Sweeping and blowing entire area out with a leaf blower. Includes trapping for raccoons if needed for removal.
10. Deodorize and disinfect ~~entire barn~~ *main floor*
11. Install screen mesh on any missing windows to stop entry of unwanted animals

The Township Board received quotes for the above work and estimates the total cost at \$37,150.00.

We look forward to working with you in this matter and feel that this lease will benefit both agencies in the restoration and preservation of natural areas in Dundee Township.

Sincerely,



Susan F. Harney
Dundee Township Supervisor

January 16, 2007

Schweitzer Bank

Dr. F. Schede

- "Milk King Floor": 2720

1 - "Ball Pen" : 612

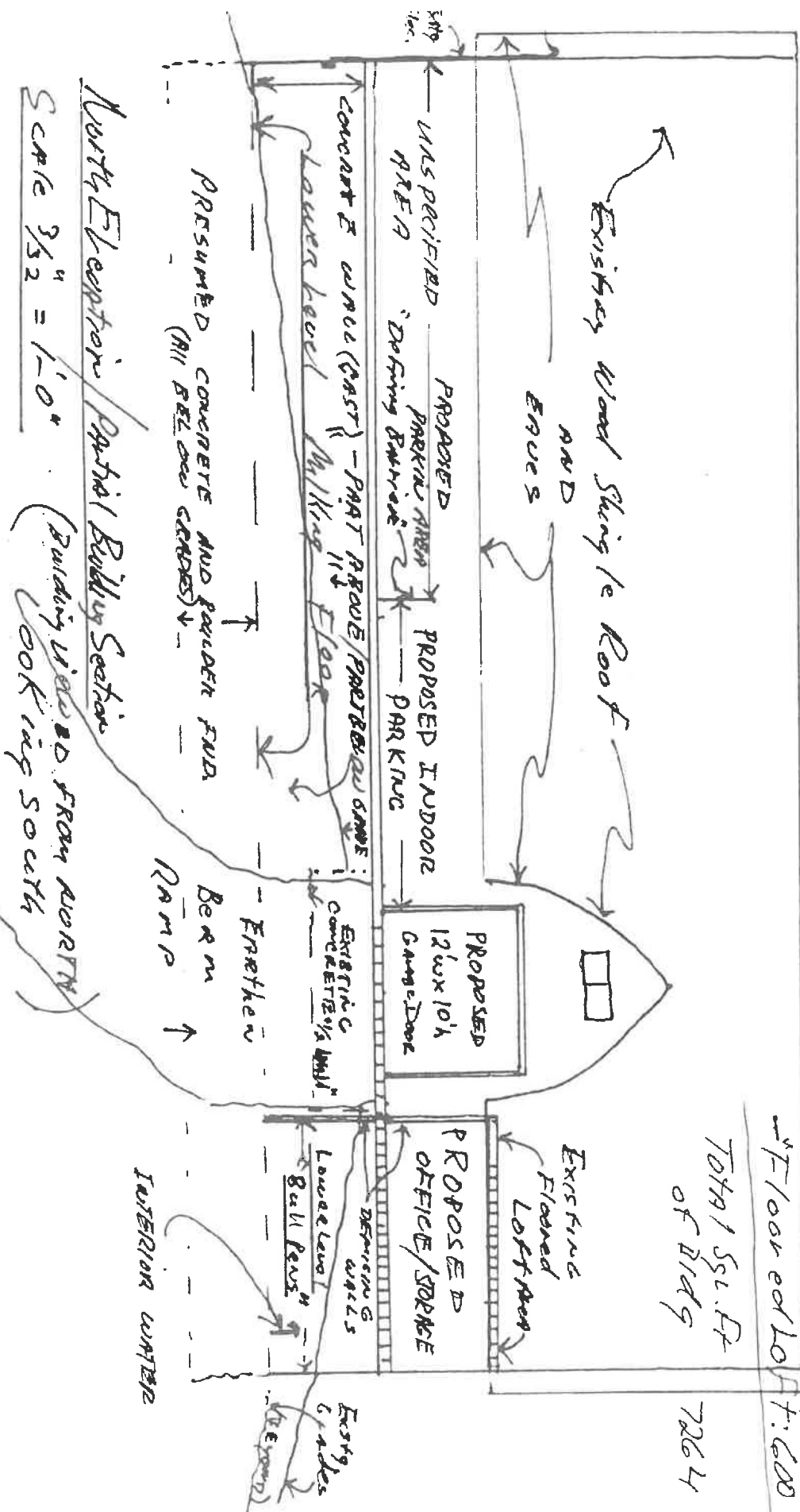
-(Chaparral): 1496

-Proposed taking: 1224
(and driven
at 2.95)

-Proposed office: 6/12
Stalwa 50

1st Floor ed Lo F: 600

TOTAL SCL. FT of Bidg	7264
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Building G • 719 Batavia Avenue • Geneva • Illinois 60134

JOHN J. HOSCHEIT
President

630-232-5980
Fax: 630-232-5924
forestpreserve@co.kane.il.us

MONICA A. MEYERS
Executive Director

May 25, 2007

Mrs. Sue Harney
Township Supervisor
557 Barrington Avenue
East Dundee, IL 60118

Dear Sue,

Attached is an original, fully executed Use and License Agreement for the Township's use of the Schweitzer Forest Preserve barn. You have authorization to begin renovating and using the barn.

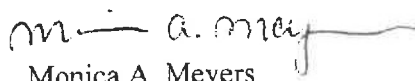
I have directed Mike Holan to work with you on creating a sign to be attached to the barn that represents the cooperative use between our agencies as detailed in the agreement in paragraph 7. He will contact you when he has a conceptual design ready for your review.

Additionally, Mike will contact our caretaker, Mr. Allan Ferbert to inform him that the Township will be utilizing the barn.

Once you know how you would like to define the parking area in the front of the barn for your use please contact Mike so he may do a walk through with you/your staff to approve the construction.

Please do not hesitate to call me should you need anything. It is a pleasure working with you on this type of cooperative initiatives.

Sincerely,


Monica A. Meyers
Executive Director

Cc: Mike Holan, Director of Operations and Maintenance

To preserve and restore the Nature of Kane County

