

MAINTENANCE AGREEMENT

This agreement entered into this ____ day of September 2024, by and among the FOREST PRESERVE DISTRICT OF KANE COUNTY (hereafter "DISTRICT"), and the GENEVA GROTTA ORGANIZATION (hereafter "GGO"):

WHEREAS, it is deemed necessary and desirable to enter into a Maintenance Agreement between the Forest Preserve District of Kane County, Kane County, Illinois and the Geneva Grotto Organization, for the maintenance of the grotto structure at the Gunnar Anderson Forest Preserve; and

WHEREAS, the grotto is a structure left from when the property was a seminary, and still remains since the property's acquisition by the District in 1972, and is now part of the Gunnar Anderson Forest Preserve; and

WHEREAS, the Geneva Grotto Organization desire to maintain the grotto structure.

NOW, THEREFORE, in consideration of the recitals and representations herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

That the FOREST PRESERVE DISTRICT OF KANE COUNTY (hereinafter "District"), does hereby permit the Geneva Grotto Organization, an Illinois not-for-profit corporation (hereinafter called "GGO") the non-exclusive right, permission and authority to maintain that property, which is described in Exhibit A Grotto Project Area- Gunnar Anderson Forest Preserve (the "Premises"), which is attached hereto and incorporated herein, located within the "Gunnar Anderson Forest Preserve", which District warrants that DISTRICT owns in fee simple. DISTRICT further grants GGO the right of ingress and egress to and from the Premises for itself, its workers, agents and contractors for the purpose of gaining access to maintain the Grotto structure and for all other purposes convenient or incidental to the exercise by GGO of the rights herein granted for the term of this Agreement.

The Aforesaid Permit and non-exclusive license are granted as and from the date hereof, and for a term expiring at the end of three (3) years from the date of this Agreement, and on the following terms and conditions precedent and continuing for the term of this Agreement, which are hereby mutually covenanted and agreed to, by and between DISTRICT and GGO.

1. DISTRICT covenants with GGO that it is the lawful fee simple owner of the aforesaid lands and that it has the right and authority to make this license and permit grant.

2. Acceptance of Premises. GGO accepts the Premises in its "as-is" condition and District has no obligation to improve, restore or alter the Premises. GGO acknowledges that neither DISTRICT nor any agent of DISTRICT has made any representation or warranty except as otherwise expressly provided in this Agreement, with respect to the Premises including, without limitation, any representation or warranty with respect to the suitability or fitness of the land or improvements or any portion thereof for the conduct of Licensee's on-going maintenance project, or compliance of the Premises with the Americans with Disabilities Act of 1990, 42 as amended from time to time (the "ADA").
3. GGO agrees to provide the following at its sole cost and expense:
 - a. To be responsible for all maintenance of the Grotto and grounds within the area depicted as Exhibit A; and
 - b. To be responsible at its sole expense for the planning, designing, permitting, constructing and maintaining of any improvements to Grotto structure or the site; and
 - c. To maintain the cleanliness and orderliness of the Premises and remove trash and debris which may be accumulated on the Premises from GGO sponsored work days, improvement initiatives; and
 - d. To obtain written permission from DISTRICT prior to the undertaking of any of the proposed improvements; and
 - e. To comply with all requirements relating to the Americans with Disabilities Act with respect to GGO, including installation, as necessary of any ADA compatible improvements; and
 - f. To comply with all applicable statutes, rules, administrative rulings, permits or licenses applicable to the events held at the Premises or in the Fox River adjacent to the Premises.
4. The Aforesaid Permit and non-exclusive license concerning the Premises and the GGO License, are granted from the date hereof, and shall expire at the end of three (3) years from the date of this Agreement on the following terms and conditions precedent and continuing for the terms of this Agreement, which are hereby mutually covenanted and agreed to, by and between DISTRICT and GGO.
5. GGO, its volunteers, its agents, representatives, employees and contractors agree to pay for the cost of and hold DISTRICT 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 GGO activity or use on the Premises, or any property affected by such activity or use by GGO, its employees, volunteers, contractors, affiliates, subsidiaries or successors. GGO shall indemnify and save harmless DISTRICT, 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 GGO's failure to comply with any of the terms or conditions hereof.

6. GGO agrees to obtain written approval from the DISTRICT prior to the maintenance or renovation of the Premises. It is expressly understood that no expansion or addition to the structure on the Premises will be undertaken by GGO
7. GGO agrees to obtain any and all necessary permits from any public or quasi-public authorities having jurisdiction concerning the improvements at the Premises.
8. GGO is prohibited from charging for access to the Premises or any solicitation on the Premises with the exception of donations received at events.
9. GGO agrees to pay DISTRICT, its grantees, lessees, licensees, successors or assigns for any and all damage and expense which they or any of them may sustain or be put to because of damage to any property of DISTRICT, its successors or assigns, cause by or attributable to the exercise by GGO of the rights granted by this Agreement.
10. The privileges herein granted are subject to the paramount rights of the DISTRICT, and DISTRICT shall not be liable to GGO for damage to the property of GGO due to the installation, operation, maintenance or removal of any present or future facilities of DISTRICT on its property; subject to the rights of this License.
11. This license shall not in any manner or to any extent limit or restrict the right of DISTRICT to grant additional licenses or rights over, along, under and across said property herein for other purposes, subject to the rights of this license.
12. GGO agrees to utilize the property in a manner that will not interfere with natural or installed drainage. Upon completion of the activities of GGO, DISTRICT's property shall be left in a neat, clean and orderly condition, at the sole expense of GGO.
13. GGO 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 GGO further covenants and agrees to

hold DISTRICT and said premises free from any and all lies 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 GGO relating to any work herein proposed, shall expressly state that the interest of DISTRICT 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 GGO 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.

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

- a. Worker's Compensation Insurance Policy (if any GGO employees or independent contractors or employees of independent contractors are providing services hereunder):
 - 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 limits not less than \$500,000 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 GGO employees, independent contractors or employees of independent contractors, subcontractors or employees of subcontractors, and their subcontractors or employees thereof.
- b. Comprehensive General Liability Policy or Policies covering GGO and all contractors, subcontractors, and all their subcontractors with limits not less than the combined single limit of \$1,000,000 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 DISTRICT. DISTRICT 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 DISTRICT each year a Certificate of Insurance issued pursuant to the requirements contained in subparagraphs (1) and (2) of this paragraph FOURTEEN (14). Insurance coverage as required herein in subparagraphs (1) and (2) shall be kept in force during the term of this license. On all policies of insurance, DISTRICT shall be listed as a Named Additional Insured.

- 15. This Agreement is not assignable or transferrable. Both parties reserve the right to terminate this agreement with a 60-day written notice.
- 16. This License Agreement is subject to the terms and conditions of the original deed of conveyance of the property and all other conditions, covenants and restrictions of record, each as disclosed by each party to the other party.
- 17. GGO acknowledges and agrees that DISTRICT has and retains primary police jurisdiction over the Premises and GGO agrees to cooperate with DISTRICT Police regarding approval of any surveillance measures undertaken and to follow any limitations that DISTRICT may reasonably require in that regard from time to time, including use and possession of images obtained through approved surveillance of the Premises, if any.

IN WITNESS WHEREOF. the parties have set their hands and seals the day and year first above set forth.

FOREST PRESERVE DISTRICT
OF KANE COUNTY

GENEVA GROTTO ORGANIZATION

By: _____
Chris Kious, President

By: _____
Patrick Murtaugh, President

Attest:

Attest:

Myrna Molina, Secretary

Secretary

EXHIBIT A

Grotto Project Area, Gunnar Anderson Forest Preserve

