

16AM 2017

LICENSE FOR STORAGE SPACE

AGREEMENT made this 3rd day of March, 2020 between the FOREST PRESERVE DISTRICT OF KENDALL COUNTY, 110 West Madison Street, Yorkville, IL, 60560, Licensor; and the COUNTY OF KENDALL, 111 West Fox Street, Yorkville, IL, 60560, Licensee.

WHEREAS, the Licensor is the owner of certain lands situated in the County of Kendall, State of Illinois described as:

See attached Exhibit A for legal description; and

WHEREAS, the land contains a structure known as the "Pickerill House;" and

WHEREAS, Licensee wishes to use the basement of the Pickerill House for the storage of documents and other materials; and

WHEREAS, the Licensor hereby grants to the Licensee a License for an Initial Term of one (1) year, beginning on March 31, 2020 and ending on the last day of March 2021 subject to the conditions and limitations hereinafter mentioned.

NOW, THEREFORE, in consideration of the grants, covenants, and conditions of this Agreement, IT IS HEREBY AGREED AS FOLLOWS:

1. The proceeding introductory language is made a part hereof and incorporated herein.
2. Licensee shall pay Licensor \$3,336.00 per month, payable no later than the 1st of each month.

3. Term

3.1 The Initial Term of this License shall be for the period of one (1) year commencing on March 31, 2020 and terminating on the last day of March, 2021. "License Term" or "Term" shall mean the Initial Term and any exercised Automatic Renewal periods (as defined in Section 3.2 below). To the extent permitted by law, the License may be terminated at any time by either party by providing sixty (60) days written notice of the termination to the other party.

- 3.2 Auto Renewal. Provided Licensee has not during the Term been in default in the payment of license fees, this License for Storage Space shall auto renew on the anniversary date of the original License for Storage date. Auto Renewal shall remain in effect unless either party notifies the other party, in writing with at least 60 days' notice prior to the anniversary date of the original license term. The Licensee term shall thereby be extended on all the terms and provisions contained in this License.

4. This Agreement grants Licensee only a contractual license to use the basement of the Pickerill House for storage purposes only under the terms and conditions stated herein. Said area available to Licensee for storage is designated on the attached Exhibit B. Further, the rights granted by Licensor herein shall vest only in Licensee and no such rights shall vest in any of

Licensee's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest or estate in the Pickerill House.

5. The Licensor agrees that the Licensee may, without further license on the part of the Licensor, use the portion of the basement of the Pickerill House designated on Exhibit B for storage purposes. Licensor shall give Licensee a key to the west entry door, as well as a code for the garage keypad, which allows Licensee to access the Pickerill House. Upon termination of this License, Licensee agrees to remove all of its stored items from the Pickerill House, and return the west entry door access key. Upon termination of this License, Licensee agrees to remove all of its stored items from the Pickerill House. In the event of termination, there shall be no amount due and owing from Licensor to Licensee.

6. Licensee shall comply with any and all laws concerning environmental regulations. Licensee shall not cause or permit any Hazardous Materials to be brought, stored, used, handled, transported, generated, released, or disposed of, on, in, under, or about the Pickerill House. This section shall not apply to any batteries or computer parts used by Licensee in the normal course of its business, provided all applicable rules are followed in their use.

7. The Licensee has inspected the subject property prior to signing this Agreement and accepts the conditions of the Subject Property "as is."

8. Licensee shall make no structural changes to the Pickerill House.

9. Licensor reserves the right to enter the basement of the Pickerill House for any and all lawful purposes arising from the ownership of the Pickerill House.

10. Licensor shall purchase and maintain all insurance coverage for the Pickerill House. Licensee shall purchase and maintain renters insurance for the property it stores in the Pickerill House.

11. Licensor shall pay all utilities for the Pickerill House.

12. Licensee's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without Licensor's consent. Any attempt to assign or so transfer without consent shall be void and without legal effect and shall constitute grounds for termination.

13. Licensee hereby waive any claim of lien against the Pickerill House on behalf of Licensee, its officers, insurers, employees, agents, suppliers and/or sub-contractors.

14. Licensee, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

15. This Agreement shall be interpreted and enforced under the laws of the State of Illinois and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-third Judicial Circuit, State of Illinois.

16. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

17. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by certified mail or personal service and received, in the case of notice to the Forest Preserve District of Kendall County, Attention: Executive Director, 110 West Madison Street, Yorkville, IL, 60560, and, in the case of the County of Kendall, Attention: County Administrator, 111 West Fox Street, Yorkville, IL, 60560, Licensee.

18. This Agreement represents the entire agreement between the parties as to the subject matter herein and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

Licensor:

Forest Preserve District of Kendall County

By: Judy Gilmour
Judy Gilmour, President

Date: 3-3-2020

Licensee:

County of Kendall

By: Scott R. Gryder
Scott Gryder, County Board Chairman

Date: 3-3-2020

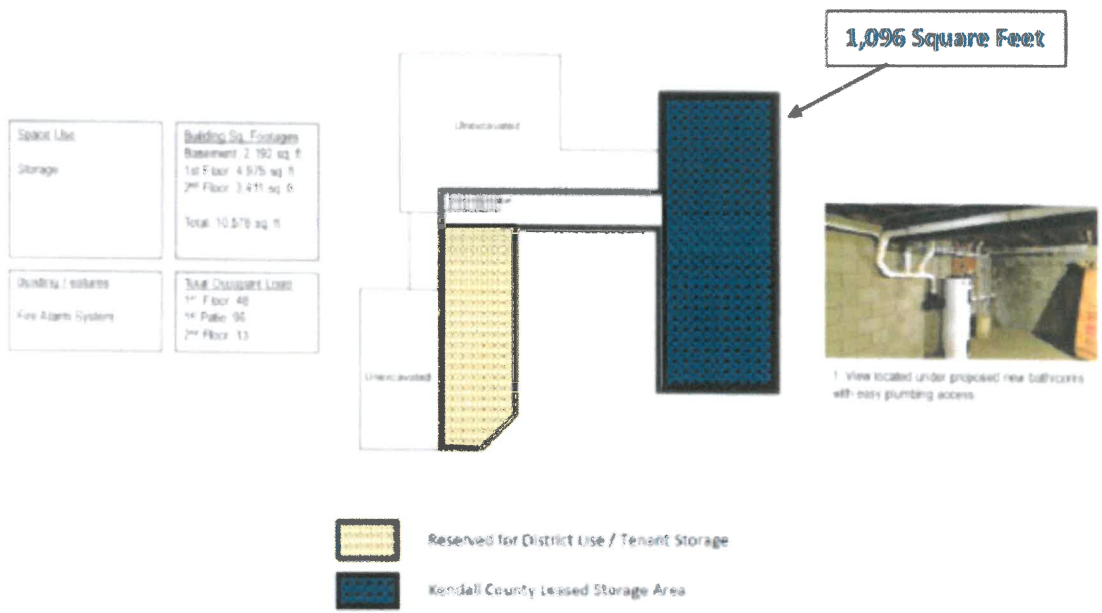
Exhibit A

Legal Description of Pickerill Property

Pickerill-Pigott Forest Preserve "Residence Parcel" Legal Description – Parcel #05-02-400-029

That part of the East Half of Section 2, Township 36 North, Range 7 East of the Third Principal Meridian described as follows: Commencing at the Southeast corner of the Southeast Quarter of said Section 2; thence North 00° 30' 37" West, along the East Line of said Southeast Quarter, 2159.16 feet; thence North 00° 30' 37" West, along said East line, 148.77 feet to the Southerly Line of a Tract conveyed to Penelope P. Dann by Warranty Deed recorded as Document 200600023830 on August 4, 2006; thence North 62° 08' 01" West, along said Southerly Line, 490.95 feet; thence North 60° 57' 37" West, along said Southerly Line, 893.98 feet; thence North 63° 57' 06" West, along said Southerly Line, 460.90 feet; thence North 89° 25' 50" West, along said Southerly Line 303.18 feet to the Northeasterly Corner of a Tract conveyed to Five H, L.L.C. and described as Parcel One in a Warranty Deed recorded as Document 200100001972 on February 7, 2001 for a point of beginning; thence South 89° 25' 50" East, along the Southerly Line of said Dann Tract, 35.85 feet; thence South 55° 21' 45" East, 382.62 feet; thence South 26° 32' 02" East, 172.35 feet; thence South 86° 43' 02" East, 262.44 feet; thence South 03° 16' 58" West, 157.48 feet; thence South 40° 21' 04" East, 142.24 feet; thence South 49° 38' 56" West, 103.0 feet; thence North 60° 10' 23" West, 278.28 feet; thence North 23° 26' 07" West, 379.50 feet; thence North 55° 21' 45" West, 378.87 feet to the Easterly Line of said Five H, L.L.C. Tract; thence North 29° 25' 53" East, along the said Easterly Line, 20.0 feet to the point of beginning in Kendall Township, Kendall County, Illinois, and containing 2.3808 acres.

Exhibit B



Basement Floor Pickerill Estate House

Kendall County Forest Preserve –
Pickerill Estate House Conversion