

Vendor# Name Invoice # Description Date Budget # Account Description Dist Amount

FOREST PRESERVE EXPENDITURE

247 091310	IL STATE POLICE	3/31/19	BACKGROUND REPORTS	04/23/19	27020006200	OFFICE SUPPLIES & POSTAGE	10.00
248 111514	KONICA MINOLTA BUSINESS SOLUTI	9005595602	MONTHLY CLICKS 3/13-	04/23/19	27020006200	OFFICE SUPPLIES & POSTAGE	146.10
							156.10*

bantrim
** ghaunge

Vendor #	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
268	130506 MENARDS	46150	HOOVER SHOP SUPPLIES	04/23/19	27022006863	HOOVER - SHOP SUPPLIES	48.62 48.62*
269	130506 MENARDS	46150	HOOVER BLDG SUPPLIES	04/23/19	27022006864	HOOVER - BUILDING MAINTEN	109.55 109.55*
270	268773 MERCEDES CLERKE	19-00018	ML SEC DEP RTN	04/23/19	27022007088	HOOVER SECURITY DEPOSIT R	135.00
271	268774 MICHELE PIERCE	19-00016	ML SEC DEP RTN	04/23/19	27022007088	HOOVER SECURITY DEPOSIT R	142.50
272	268775 JIM OLSON	19-00040	BUNKHOUSE SEC DEP RT	04/23/19	27022007088	HOOVER SECURITY DEPOSIT R	100.00
273	268776 CHERIE BOND	19-00009	ML SEC DEP RTN	04/23/19	27022007088	HOOVER SECURITY DEPOSIT R	325.00
274	268777 ADRIAN HOSU	18-00324	ML SEC DEP RTN	04/23/19	27022007088	HOOVER SECURITY DEPOSIT R	241.00
275	268778 MICHELLE LAWLER	18-00293	ML SEC DEP RTN	04/23/19	27022007088	HOOVER SECURITY DEPOSIT R	135.00
276	268779 JASON BAKER	18-00262	BUNKHOUSE SEC DEP RT	04/23/19	27022007088	HOOVER SECURITY DEPOSIT R	100.00
277	268780 LESLEY MYERS	19-00024	BUNKHOUSE SEC DEP RT	04/23/19	27022007088	HOOVER SECURITY DEPOSIT R	100.00
Total HOOVER							3,697.95*

278 264915 TINA BRANNING 4/1/19:TB NB_PHOTOS 04/23/19 27023036849 ENV EDUC - NATURAL BEGINN 12.00
12.00*

ENV ED NATURAL BEGINNINGS **Total ENV ED NATURAL BEGINNINGS** **12.00***

Vendor #	Name	Invoice #	Description	Date	Budget #	Account Description	Dist Amount
279	012290 AUTOMOTIVE SPECIALTIES INC	23483	'08 FORD-OIL, FILTER	04/23/19	27025006216	EQUIP - GROUNDS & NATURAL	118.31
280	071220 GUOVIK FORD, INC	76163	HOOVER-OIL STICK	04/23/19	27025006216	EQUIP - GROUNDS & NATURAL	13.95 132.26*
281	022190 BUSTED KNUCKLES LANDSCAPING	2243	HOOVER-TREE REMOVAL	04/23/19	27025006837	PRESERVE IMPROV - GR & NA	550.00
282	030540 CENTRAL LIMESTONE CO INC	16355	PRESERVE IMPROVE-HA	04/23/19	27025006837	PRESERVE IMPROV - GR & NA	904.82
283	130838 SHERWIN-WILLIAMS CO. (THE)	4012-5	HARRIS-PAINT	04/23/19	27025006837	PRESERVE IMPROV - GR & NA	618.84 2,073.66*
284	190563 SERVICE SANITATION, INC	7698165	FORTABLE RESTROOMS	04/23/19	27025006847	REFUSE PICKUP - GROUNDS &	67.00 67.00*
285	140937 NICOR	49/19:MILLBROOK	MILLBROOK SOUTH	04/23/19	27025006848	GAS - GROUNDS & NATURAL R	104.63
286	140937 NICOR	4/10/19:HARRIS	HARRIS	04/23/19	27025006848	GAS - GROUNDS & NATURAL R	128.14 232.77*
Total GROUNDS & NATURAL RESOURCES							2,505.69*

GROUND & NATURAL RESOURCES

frmPrtClaim

Kendall County

COMBINED Supplemental Claims Listing

04/19/19

8:20:56 AM

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Vendor# Name

Invoice #

Description

Date

Budget #

Account Description

Dist Amount

346 031450 COMPEER FINANCIAL

11575252

APPRAISAL-NA-AU-SAY

04/23/19 95020006858 PRESERVE IMPROVEMENTS / M

1,000.00 bantrim

347 161577 POSSIBILITY PLACE NURSERY

00116186

04/23/19 95020006858 PRESERVE IMPROVEMENTS / M

22.00 bantrim
1,022.00*

Total FP BOND PROCEEDS 2007

1,022.00*

GRAND TOTAL

\$8,187.42

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMISSION MEETING MINUTES
APRIL 9, 2019**

I. Call to Order

President Gilmour called the meeting to order at 4:36 pm in the Kendall County Board Room.

II. Pledge of Allegiance

All present recited the Pledge of Allegiance.

III. Invocation

Commissioner Prochaska offered an invocation for the meeting.

IV. Roll Call

X	Cesich		Hendrix
	Flowers	X	Kellogg
	Giles	X	Prochaska
X	Gilmour	X	Purcell
X	Gryder	X	Vickers

Commissioners Cesich, Gilmour, Gryder, Kellogg, Prochaska, and Vickers were all present.

Commissioner Purcell entered the meeting at 4:43 pm.

V. Approval of Agenda

Commissioner Gryder made a motion to approve the Commission meeting agenda as presented.

Seconded by Commissioner Cesich. Aye, all. Opposed, none.

VI. Public Comment

No public comments were offered from citizens in attendance.

VII. Approval of Claims for an Amount Not-to-Exceed \$16,769.90

Commissioner Gryder made a motion to approve claims not-to-exceed \$16,769.90. Seconded by Commissioner Prochaska.

Motion: Commissioner Gryder					
Second: Commissioner Prochaska					
Roll call: Claims Not-to-Exceed \$16,769.90					
Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cesich			Hendrix
		Flowers	X		Kellogg
		Giles	X		Prochaska
X		Gilmour			Purcell
X		Gryder	X		Vickers
Motion unanimously approved.					

VIII. Approval of Minutes

- Kendall County Forest Preserve District Commission Meeting of March 5, 2019
- Kendall County Forest Preserve District Operations Committee Meeting of March 6, 2019
- Kendall County Forest Preserve District Committee of the Whole Meeting of March 12, 2019

Commissioner Gryder made a motion to approve the Commission meeting minutes of March 9, 2019; the Operations Committee meeting minutes of March 6, 2019, and the Committee of the Whole meeting minutes of March 12, 2019. Seconded by Commissioner Prochaska. Aye, all. Opposed, none.

OLD BUSINESS

No agenda items posted for consideration.

NEW BUSINESS

IX. MOTION: Approval of a Proposal from Wilderness Graphics, Inc. of Tallahassee, Florida for the Purchase of a TK3 Interpretive Kiosk (\$3,245.00), Aluminum Roof Upgrade (\$500.00), Welded Foot Brackets (\$250.00), Lockable Bulletin Case (\$350.00), and Interpretive Design and Production Services (\$1,378.00), and Shipping Fees (\$952.84) for a Total Cost Not-to-Exceed \$6,675.84.

Commissioner Gryder made a motion to approve a proposal from Wilderness Graphics, Inc. of Tallahassee, Florida for the purchase of a TK3 interpretive kiosk (\$3,245.00), aluminum roof upgrade (\$500.00), welded foot brackets (\$250.00), lockable bulletin case (\$350.00), interpretive design and production services (\$1,378.00), and shipping fees (\$952.94) for a total cost not-to-exceed \$6,675.84. Seconded by Commissioner Cesich.

Director Guritz remarked the cost of the TK3 interpretive Kiosk will be reimbursed up to \$5,000.00 by the Illinois Clean Energy Community Foundation Amenities and Events grant through The Conservation Foundation.

Commissioner Purcell entered the meeting room at 4:43 pm.

Motion: Commissioner Gryder					
Second: Commissioner Cesich					
Roll call: Wildness Graphics, Inc.					
Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cesich			Hendrix
		Flowers	X		Kellogg
		Giles	X		Prochaska
X		Gilmour	present		Purcell
X		Gryder	X		Vickers
Motion approved by a vote of 6:0:1.					

X. Executive Session

There was no need for Executive Session.

XI. Other Items of Business

Commissioner Gryder reported on his experience attending hike and parking lot clearing event at Little Rock Creek Forest Preserve hosted by the District and The Conservation Foundation.

XII. Public Comments

There were no public comments offered from citizens in attendance.

XIII. Adjournment

Commissioner Kellogg made a motion to adjourn. Seconded by Commissioner Gryder. Aye, all. Opposed, none. Meeting adjourned at 4:45 pm.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMISSION MEETING MINUTES
APRIL 16, 2019**

I. Call to Order

Comissioner Prochaska called the meeting to order at 10:45 am in the Kendall County Board Room.

II. Pledge of Allegiance

All present recited the Pledge of Allegiance.

III. Invocation

An invocation was offered at the Kendall County Board Meeting.

IV. Roll Call

X	Cesich		Hendrix
	Flowers	X	Kellogg
	Giles	X	Prochaska
X	Gilmour	X	Purcell
X	Gryder	X	Vickers

Commissioners Cesich, Gilmour, Gryder, Kellogg, Purcell, Vickers, and Prochaska were all present.

V. Approval of Agenda

Commissioner Purcell made a motion to approve the Commission meeting agenda as presented. Seconded by Commissioner Kellogg. Aye, all. Opposed, none.

VI. Public Comment

No public comments were offered from citizens in attendance.

VII. Approval of Claims for an Amount Not-to-Exceed \$19,889.36

Commissioner Kellogg made a motion to approve claims for an amount not-to-exceed \$19,889.36. Seconded by Commissioner Vickers.

Motion: Commissioner Kellogg
 Second: Commissioner Vickers
Roll call: Claims Not-to-Exceed \$19,889.36

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cesich			Hendrix
		Flowers	X		Kellogg
		Giles	X		Prochaska
X		Gilmour	X		Purcell
X		Gryder	X		Vickers

Motion unanimously approved.

VIII. Approval of Minutes

- Kendall County Forest Preserve District Commission Meeting of March 19, 2019
 - Kendall County Forest Preserve District Finance Committee Meeting of March 28, 2019
- Commissioner Cesich made a motion to approve the Commission meeting minutes of March 19, 2019, and the Finance Committee meeting minutes of March 28, 2019. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

OLD BUSINESS

IX. MOTION: Acceptance of the State of Illinois FY18 OSLAD Notice of State Award (NOSA) #970-119355 for Phase I Improvements at Pickerill-Pigott Forest Preserve in the Amount of \$316,500.00 as a Pre-requirement Pursuant to the Issuance of an Illinois Department of Nature Resources Open Space Land Acquisition and Development FY18 Grant Agreement

Commissioner Gryder made a motion to approve the acceptance of the State of Illinois FY18 OSLAD Notice of State Award (NOSA) #970-119355 for Phase I improvements at Pickerill-Pigott Forest Preserve in the amount of \$316,500.00 as a pre-requirement pursuant to the issuance of an Illinois Department of Nature Resource Open Space Land Acquisition and Development FY18 Grant Agreement. Seconded by Commissioner Cesich.

Motion: Commissioner Gryder
 Second: Commissioner Cesich
Roll call: NOSA of FY18 OSLAD Award

Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cesich			Hendrix
		Flowers	X		Kellogg
		Giles	X		Prochaska
X		Gilmour	X		Purcell
X		Gryder	X		Vickers

Motion unanimously approved.

- X. **ORDINANCE #04-001-19: Approval of a Utility License Agreement with Commonwealth Edison Company of Chicago, Illinois Granting a License to Construct New, and Maintain Existing Electrical Service Line Infrastructure and Facilities within the License Area at Hoover Forest Preserve, Kendall County, Illinois, for a Calculated Payment Received from Commonwealth Edison Company in the Amount of \$39,310.00**

Item X was postponed pending Commonwealth Edison’s counsel review and approval of the draft license agreement.

NEW BUSINESS

- XI. **MOTION: Approval of a Proposal from Rich McCaslin Concrete Construction of Leland, Illinois for the Excavation and Installation of a Concrete Parking Pad in the Amount of \$2,304.00, and Pouring of Ten (10) Concrete Footings in the Amount of \$350.00 at Little Rock Creek Forest Preserve, for a Total Amount Not-to-Exceed \$2,654.00**

Commissioner Gryder made a motion to approve the proposal from Rich McCaslin Concrete Construction of Leland, Illinois for the excavation and installation of a concrete parking pad and ten concrete footings for a total amount not-to-exceed \$2,654.00. Seconded by Commissioner Purcell.

Motion: Commissioner Gryder					
Second: Commissioner Purcell					
Roll call: McCaslin Concrete Construction					
Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cesich	X		Hendrix
		Flowers	X		Kellogg
		Giles	X		Prochaska
		Gilmour	X		Purcell
X		Gryder	X		Vickers
Motion unanimously approved.					

- XII. **MOTION: Approval of a Proposal from Jeff Wehrli Excavating, Inc. of Naperville, Illinois for the Installation of Parking Lot Gravel in the Amount of \$6,925.00; the Installation of an Eight (8) Foot Path from the Parking Lot to the Trailhead Kiosk in the Amount of \$3,800.00; and the Regrading, Stone Installation, and Compacting of the Bluff Slope Access Lane in the Amount of \$5,850.00 at Little Rock Creek Forest Preserve, for a Total-Amount Not-to-Exceed \$16,575.00**

Commissioner Gryder made a motion to approve a proposal from Jeff Wehrli Excavating, Inc. of Naperville, Illinois for the installation of parking lot gravel, path installation, and the regrading, stone installation, and compacting of the bluff slope access lane at Little Rock Creek Forest Preserve, for a total amount not-to-exceed \$16,575.00. Seconded by Commissioner Purcell.

Motion: Commissioner Gryder					
Second: Commissioner Purcell					
Roll call: Wehrli Excavation, Inc. for Little Rock Creek					
Aye	Opposed	Commissioner	Aye	Opposed	Commissioner
X		Cesich			Hendrix
		Flowers	X		Kellogg
		Giles	X		Prochaska
X		Gilmour	X		Purcell
X		Gryder	X		Vickers
Motion unanimously approved.					

XIII. Discussion of a Proposal from Upland Design Ltd. of Plainfield, Illinois for the Development of a State of Illinois – Illinois Department of Natural Resources FY19 Open Space Land Acquisition and Development (OSLAD) Grant Application for the Acquisition and Development of Property Adjacent and Conterminous to Hollenback Sugar Bush Forest Preserve in the Amount of \$5,500.00 Plus Reimbursable Expenses

Director Guritz discussed the proposal for the potential donation of property conterminous with Hollenback Sugar Bush Forest Preserve. A site plan is under development that will support the District's efforts to prepare a FY19 OSLAD grant application with support from Upland Design, LTD. No action was taken.

XIV. Executive Session

Commissioner Purcell made a motion to enter Executive Session at 11:03 am under 2c5 of the Open Meetings Act to discuss the purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired. Seconded by Commissioner Cesich. Aye, all. Opposed, none.

Roll Call: Commissioner Cesich, Gilmour, Gryder, Kellogg, Prochaska, Purcell, and Vickers were present.

Commissioner Kellogg made a motion to adjourn Executive Session at 11:48 am. Seconded by Commissioner Gryder. Aye, all. Opposed, none.

DRAFT FOR COMMISSION APPROVAL: MAY 7, 2019

XV. Other Items of Business

- Rescheduling of the Kendall County Forest Preserve District Finance Committee Meeting of April 25, 2019 at 6:00 pm to April 23, 2019 at 5:30 pm

XVI. Public Comments

No public comments were offered from citizens in attendance.

XVII. Adjournment

Commissioner Cesich made a motion to adjourn. Seconded by Commissioner Kellogg. Aye, all. Opposed, none. Meeting adjourned at 11:52 am.

Respectfully submitted,

David Guritz
Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
COMMITTEE OF THE WHOLE MEETING MINUTES**

APRIL 9, 2019

I. Call to Order

President Gilmour called the Committee of the Whole meeting to order at 4:45 pm in the Kendall County Board Room.

II. Roll Call

Commissioners Gilmour, Gryder, Kellogg, Prochaska, Purcell, and Vickers all were present.

Commissioner Cesich entered the meeting at 4:49 pm.

III. Approval of Agenda

Commissioner Purcell made a motion to approve the agenda as presented. Seconded by Commissioner Prochaska. All, aye. Opposed, none.

IV. Public Comments

No public comments were offered from citizens present

V. Executive Director's Report

Director Guritz summarized items included in the Executive Director's report. There are currently grant agreements for Fox River Bluffs Forest Preserve and Pickerill-Pigott Forest Preserve pending. A proposals for repair of the sewer intake pipe at Hoover Forest Preserve is under review and evaluation. There will be a soft opening event for Little Rock Creek on June 1, 2019, time TBA.

VI. MOTION: Forward Claims to Commission for an Amount Not-to-Exceed \$25,000.00

Director Guritz presented the claims list totaling \$19,889.36. Claims include costs incurred that will be reimbursed from grant-funded projects at at Hoover Forest Preserve. There is an ad included for the Yorkville guide that will include publication of a special interest article.

Commissioner Prochaska made a motion to forward claims to Commission for an amount not-to-exceed \$19,889.36. Seconded by Commissioner Vickers. Aye, all. Opposed, none.

VII. Executive Session

Commissioner Gryder made a motion to enter Executive Session under 2c1 of the Open Meetings Act to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity, and under 2c5 of the Open Meetings Act to discuss the purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired. Seconded by Commissioner Vickers.

Roll Call: Commissioner Cesich, Gilmour, Gryder, Kellogg, Prochaska, Purcell, and Vickers, aye. Opposed, none. Executive Session called to order at 4:54 pm.

Commissioner Gryder made a motion to exit Executive Session at 5:25 pm. Seconded by Commissioner Prochaska. Aye, all. Opposed, none.

OLD BUSINESS

No agenda items were posted for discussion.

NEW BUSINESS

VIII. FY19 Projects Overview

Director Guritz presented a report of FY19 projects. The timeline for Phase I projects to be completed under the OSLAD grant were discussed, as well as a review of a proposal from Upland Design, LTD.

IX. Review of a Draft Position Description for the Executive Director of the Kendall County Forest Preserve District

Director Guritz presented a draft position description for the Executive Director of the Kendall County Forest Preserve District for review. The draft position description will be reviewed by the KC-State's Attorney's Office.

X. Review of a Proposal from Wehrli Excavating for Regrading of the Bluff Access Road at Little Rock Creek Forest Preserve

Director Guritz presented a proposal from Wehrli Excavating for soft-opening improvements at Little Rock Creek Forest Preserve.

XI. Review of a Proposal from McCaslin Concrete for Installation of an ADA Concrete Parking Stall Pad and Concrete Footings at Little Rock Creek Forest Preserve

Director Guritz presented a proposal for review from McCaslin Concrete for the installation of an ADA concrete parking stall pad and concrete footings at Little Rock Creek Forest Preserve.

XII. Hoover Forest Preserve Designated Trail Plan Updates

Director Guritz presented an update on Hoover Forest Preserve designated trail plans. The designated trails maps will be posted at a Hoover Trails Welcome Center.

XIII. Hoover Forest Preserve Rail Crossing Agreement Updates

Director Guritz presented updates on progress to develop a rail crossing agreement with OmniTRAX-Illinois Railway.

XIV. Grant of Easement Document Updates for ComEd for Completion of the Installation of a New Transformer at Hoover Forest Preserve

Director Guritz presented updates on the proposed license agreement for ComEd for completion of the installation of a new transformer at Hoover Forest Preserve.

XV. Grant of Easement Updates for OmniTRAX for Completion of Proposed Rail Crossing Safety Improvements at Hoover Forest Preserve

Director Guritz presented updates for the proposed grant of easement for OmniTRAX for completion of proposed rail crossing safety improvements at Hoover Forest Preserve.

XVI. Other Items of Business

Director Guritz presented an update from Innovative Underground on repairs needed to the sewer intake pipe at Hoover Forest Preserve. Options to address deterioration of the intake pipe were reviewed and discussed.

XVII. Summary of Action Items

There was no summary of action items discussed.

XVIII. Public Comments

Public comments were not offered by citizens in attendance.

XIX. Adjournment

Commissioner Vickers made a motion to adjourn the meeting at 6:00 pm. Seconded by Commissioner Prochaska. Aye, all. Opposed, none.

DRAFT FOR COMMISSION APPROVAL: 05-07-2019

Respectfully submitted,

David Guritz
Executive Director, Kendall County Forest Preserve District

**KENDALL COUNTY FOREST PRESERVE DISTRICT
KENDALL COUNTY, ILLINOIS**

ORDINANCE NUMBER 19-05-001

**APPROVING A UTILITY LICENSE AGREEMENT WITH COMMONWEALTH EDISON
COMPANY OF CHICAGO, ILLINOIS AT HOOVER FOREST PRESERVE**

WHEREAS, pursuant to Section 6 of the Downstate Forest Preserve Act, 70 ILCS 805/6, the Kendall County Forest Preserve District ('District') has the "power to grant licenses, easements and rights-of-way for the construction, operation and maintenance upon, under or across any property of (the) District of facilities for water, sewage, telephone, telegraph, electric, gas or other public service, subject to such terms and conditions as may be determined by (the) District"; and

WHEREAS, pursuant to Section 8 of the Downstate Forest Preserve Act, 70 ILCS 805/8, the District has the "power to pass and enforce all necessary ordinances, rules and regulations for the management of the property and conduct of the business of (the) District; and

WHEREAS, on April 18, 2006, the Kendall County Forest Preserve District approved Ordinance #06-04-01 governing the granting of easements and licenses; and

WHEREAS, the United City of Yorkville has successfully petitioned the Illinois Commerce Commission - Docket #T16-0003 - ordering OmniTRAX, Inc. and its subsidiary Illinois Railway, LLC to construct warning devices, crossing gates and crossing surface improvements at Hoover Forest Preserve in accordance with its grant agreement with the Illinois Department of Transportation and United City of Yorkville; and

WHEREAS, in order to operate the warning devices and crossing gates, electrical utility service is required; and

WHEREAS, Commonwealth Edison Company and OmniTRAX, Inc. require easement/license rights in order to construct the necessary improvements on District preserve lands at Hoover Forest Preserve to deliver electrical power to its facilities; and

WHEREAS, Commonwealth Edison Company has requested a 99-year license to operate and maintain an electric service line at Hoover Forest Preserve, and furthermore, has rendered payment for the application and calculated fees to the Kendall County Forest Preserve District in accordance with Ordinance #06-04-01 in the amount of \$39,310.00; and

WHEREAS, pursuant to the authorities cited above, the District has the authority and the power to adopt this Ordinance.

NOW THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Kendall County Forest Preserve District, Kendall County, Illinois that:

1. License Granted: License Agreement #19-05-001 “Utility License Agreement - Commonwealth Edison Company” including Exhibits A (Legal Description) and B (Parcel 1 and 2 Easement Exhibit Plat) attached herewith is hereby granted.
2. Authorization: The President and Executive Director of the Kendall County Forest Preserve District are authorized and directed to implement the license agreement, including filing of said agreement with the Kendall County Clerk.
3. Effective Date - This Ordinance and License Agreement shall be in full force and effect after its passage in the manner provided by Requirements of Law.

Passed and approved this 7th day of May, 2019

AYES:

NAYS:

Judy Gilmour, President

Attest:

Matt Kellogg, Secretary

UTILITY LICENSE AGREEMENT

LICENSE NO. 19-05-001
ORDINANCE NO. 19-05-001
Commonwealth Edison Company
Hoover Forest Preserve

This Agreement made and entered into this 7th day of May, 2019 by Commission approval, Ordinance No. 19-05-001 and by signature of both parties, by and between the Kendall County Forest Preserve District (“LICENSOR”) a body corporate and politic, with principal offices at 110 W. Madison Street, Yorkville, Illinois 60560, and Commonwealth Edison Company (together with its licensees, successors and assigns, collectively, “LICENSEE”) with principal offices at 440 S. LaSalle St. Suite 3300, Chicago, IL 60605.

WHEREAS, the LICENSOR is the owner of property known as Hoover Forest Preserve (“Preserve”), with Parcel Identification Numbers 05-06-201-001; 02-31-300-014; 02-31-300-007; 02-31-300-004; 02-31-300-011, and 02-31-300-015, and is authorized by State Statute (70 ILCS 805/6) to grant licenses “for the construction, operation and maintenance upon, under or across any property of such District of facilities for water, sewage, telephone, telegraph, electric, gas or other public service, subject to such terms and conditions as may be determined by such District.” LICENSOR’s Ordinances and Policies allow the granting of utility, transportation, and ingress/egress licenses which do not contradict its mandate, ordinances, or policies, and which provide a public benefit; and

WHEREAS, the LICENSEE requires a license from the LICENSOR for the purposes of maintaining and operating overhead and underground electrical facilities and all appurtenances related thereto (the “Facilities”) along Fox Road extending into Hoover Forest Preserve, Kendall County, Illinois, and legally described on the attached Exhibit A & C, depicted on the Exhibit B, hereafter known as the License Area, and,

WHEREAS, the LICENSOR is willing to grant such license upon the terms and conditions set forth as follows.

1. (a) The LICENSOR hereby grants to the LICENSEE a renewable, non-exclusive license for an initial term of fifty (50) years renewable for a maximum term of ninety-nine (99) years, commencing May 8, 2019 (“Commencement Date”) for the purpose of constructing, maintaining, operating, repairing, reconstructing, replacing and removing the Facilities in an area legally described on the attached Exhibit A & C, depicted on the Exhibit B, hereafter known as the License Area and which initial term shall terminate on April 16, 2069 (“Termination Date”)

(b) This Agreement will automatically renew up to ten (10) times in successive and additional terms of five (5) years each, with the exception of the final term which shall be four (4) years, but not to exceed a total of 49 years past the expiration of the original term, unless at least four (4) months prior to the expiration of the original or any renewal term, one party gives written notice of non-renewal to the other party.

2. The license fee received and paid-in-full is \$39,310.00 as required under this Agreement.

3. (a) It is understood and agreed to by the parties that the LICENSEE is responsible for the safe and efficient provision of the Facilities and that the Facilities are intended to remain in place for the duration of this Agreement. For this reason, the parties will make reasonable efforts to renegotiate this License according to the then-existing policies of the LICENSOR and the LICENSEE, respectively, and under reasonable terms and conditions.

(b) Should the License not be renewed, the LICENSEE will peaceably quit and surrender the License Area to the LICENSOR and will, at LICENSEE's sole cost and expense, remove all the LICENSEE's installations, improvements, etc. (except at the discretion of Licensor, Licensor may approve LICENSEE to abandon such Facilities in place, as confirmed in writing by the LICENSOR), and will restore any damage with respect to such removal caused by LICENSEE within the License Area to the reasonable satisfaction of the LICENSOR. Removal and restoration shall be completed by the LICENSEE within ninety (90) days of the termination of this License, unless otherwise authorized by the LICENSOR in writing. This section shall survive the termination of this License.

4. The LICENSEE shall assume all risks and liabilities for damages, injuries, or loss to either property or persons which may be incurred by the LICENSEE or its agents, contractors, subcontractors and invitees and any employees of each of them within the License Area except for those risks and liabilities caused by the intentional acts or omissions of LICENSOR. LICENSEE is solely responsible for any and all maintenance of its Facilities, subject to, and in accordance with, the terms and conditions of LICENSEE'S rates & tariffs.

5. The LICENSEE does not have the right to license or otherwise grant or assign rights in, on, under, or across the License Area to other parties.

6. The LICENSEE shall at all times conduct its activities within the License Area in such a manner as not to unreasonably interfere with or otherwise impede the LICENSOR's use, management, and development of the Preserve.

7. The LICENSEE agrees to indemnify and hold harmless the LICENSOR, its officers, directors, agents and employees from and against all claims, demands, actions, or suits in law or in equity (including costs and expenses such as reasonable attorney's fees and expert witness fees incident thereto) for, or on account of, injury, damage or loss to the person or property of others caused or allegedly caused by the LICENSEE or its agents, contractors, subcontractors, and invitees and any employees of each of them within or on District property (not limited to the License Area) while maintaining, operating, repairing, and removing or otherwise exercising any of its rights granted under this license. Additionally, LICENSEE agrees to indemnify and hold harmless the LICENSOR, its officers, directors, agents and employees from and against all claims, demands, actions, or suits in law or in equity or pursuant to statute (including costs and expenses such as reasonable attorney's fees and expert witness fees incident thereto) for, or on account of, any mechanic's lien or claim against District property or District funds brought by, on

behalf of, or through LICENSEE or its agents, contractors, subcontractors, and any of their employees, agents, subcontractors and invitees as a result of constructing, maintaining, operating, repairing, removing, restoring, or any other activity otherwise done at the request, direction, or instruction of or for LICENSEE in its exercise of the rights granted herein. Notwithstanding anything to the contrary in this paragraph 7, in no event shall any liability extend to (i) matters to the extent caused by any negligent or willful misconduct by LICENSOR or its agents, contractors, subcontractors, invitees or employees, or (ii) damages for any failure to provide service, for interruption of one or more phases, or reversal of such service, or interruptions in electric service. Notwithstanding any contained herein, the parties acknowledge and agree that this license shall not alter or impact the rights and obligations of the parties as retail customer and as electric service provider under all applicable laws and tariffs.

8. Except in emergencies, the LICENSOR shall provide the LICENSEE with forty-eight (48) hours advance notice prior to any action within the License Area which may negatively impact the LICENSEE's rights granted herein.

9. The provisions of any of the LICENSOR's currently existing agreements with respect to the License Area, and all rights, powers, privileges, duties, obligation, and liabilities created thereby, remain in full force and effect, and are not affected hereby except to the extent and in the manner set forth herein.

10. Should damage to the Preserve or to any fixture and / or to any tree in excess of four (4) inches diameter (when measured four (4) feet above ground level) on LICENSOR's property occur due to LICENSEE's maintaining, operating, repairing, and removing or any other work or activity in, on or around the License Area, the LICENSEE shall restore the Preserve or District property to the sole, but reasonable satisfaction of the LICENSOR, and LICENSEE shall use reasonable efforts to complete repair within six (6) months of completion of maintenance, repair, removal, or other activities.

11. The LICENSEE is responsible for procuring all necessary Federal, State, County, and municipal permits, variances, signoffs, etc., required to operate, repair, maintain, remove, inspect, etc., for the purpose of this License. Should the LICENSEE perform any grading, leveling, digging or excavation on the License Area, the LICENSEE shall comply with all notice requirements of J.U.L.I.E. The LICENSEE shall provide copies of all applications, baseline information, natural and cultural resource data reports, Environmental Impact Statements, and Environmental Assessment Reports required by the permitting agencies for the LICENSOR's review and comment. Proof of permits and signoffs will be required prior to excavation, earthwork or clearing.

12. Special Conditions:

- A. The LICENSEE shall apply for, obtain, and fully comply with a Special Use Permit from LICENSOR prior to and during the entirety of any work (i.e., construction, maintenance, operation, replacement, repair, removal, restoration, or any other activity) performed on LICENSOR's Property and/or the License Area.

- B. LICENSEE shall provide LICENSOR with photos of the existing conditions in and around the area of impact at the License Area prior to the start of any construction activities.
- C. LICENSEE shall insure that construction warning signs, fences, and erosion control measures are installed prior to any work being performed within the License Area.
- D. LICENSEE shall provide for the restoration of any vegetation, drainage tiles or damage to topography due to LICENSEE's work or actions on District property (not limited to the License Area) per the District approved Construction plans and/or Special Use Permits issued by the LICENSOR.
- E. LICENSEE understands that any additional work, maintenance, inspections, or other activities within the License Area will require the issuance of a Special Use Permit by the LICENSOR.
- F. The LICENSEE does not have the authority to close Hoover Forest Preserve at any time.
- G. Notwithstanding anything to the contrary herein, LICENSOR agrees that LICENSEE will use commercially reasonable efforts to notify (via telephone) LICENSOR of any emergent work necessary and in such cases, may proceed to correct/address such emergent work and shall contact LICENSOR after completion of such work, under such circumstances LICENSEE shall obtain a Special Use Permit, even if said permit is issued after the fact, within 48 hours of following commencement of the work.

13. This Agreement and the covenants contained herein shall extend to, and be binding upon the successors and assigns of the parties hereto. Failure to comply with any of the conditions of this Agreement, after written notice of such failure to LICENSEE and failure by LICENSEE to cure such failure after 30 days, shall make it null and void and require removal of all LICENSEE's installations, improvements, etc., and restoration by the LICENSEE of the License Area in conformity with the requirement of Paragraph 3(b), above.

14. Time is of the essence in the performance of the terms and conditions of this Agreement.

15. If either party hereto brings an action or proceeding to enforce, exercise or defend its rights under this Agreement, the prevailing party in such action or proceeding (as determined by the judge or other arbiter therein) shall be entitled to receive, as part of the judgment or award, all court costs and reasonable attorneys' fees, costs and expenses incurred by such prevailing party in connection with such action or proceeding.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first referenced above.

LICENSEE:
Commonwealth Edison Company

LICENSOR:
Kendall County Forest Preserve District

Representative: _____

Representative: Judy Gilmour _____

Title: _____

Title: President, Board of Commissioners _____

Representing: _____

Representing: Kendall County Forest Preserve District _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Witnessed by: _____

Witnessed by: Matt Kellogg _____

Title: _____

Title: Secretary, Board of Commissioners _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Aye: _____

Nay: _____

Abstain: _____

Notarization:

State of Illinois)
) ss.
County of Kendall)

I, the undersigned, a Notary Public in, and for said County, in the State aforesaid, DO HEREBY CERTIFY that Judy Gilmour and Matt Kellogg, personally known to me to be the President and Secretary, respectively, of the **Kendall County Forest Preserve District Board of Commissioners**, and to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth; and on their respective oaths stated that they were duly authorized to executed said instrument, and that the seal affixed thereto is the seal of said entity.

Witness my hand and official seal, this ____ day of _____, ____ at ____.

Notary Public in and for said County

My Commission Expires:_____

After recording, return a copy of the recorded License to:

David Guritz, Executive Director
Kendall County Forest Preserve District
110 W. Madison Street
Yorkville, IL 60560



Ordinance and License Agreement #19-05-001 Exhibits A, B, and C (5 Pages Total)

April 10, 2019

19001140EX-002

Multiple PIN's:

02-31-300-015, 02-31-300-011, 02-31-300-004

02-31-300-007, 02-31-300-014, 05-06-201-001

EXHIBIT A

EASEMENT LEGAL DESCRIPTION

PARCEL 1:

A STRIP OF LAND 20 FEET WIDE LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE IN THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, BEARINGS AND DISTANCES BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83 (2011 ADJUSTMENT), DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 10 IN FOX GLEN SUBDIVISION ACCORDING TO PLAT THEREOF RECORDED NOVEMBER 22, 1989, AS INSTRUMENT NUMBER 896802, IN KENDALL COUNTY RECORDERS OFFICE; THENCE NORTH 21 DEGREES 36 MINUTES 52 SECONDS WEST, 100.78 FEET ALONG THE NORTHERLY EXTENSION OF THE EASTERLY LINE OF SAID LOT 10 TO THE NORTH LINE OF THE ILLINOIS RAILWAY RIGHT OF WAY; THENCE NORTH 61 DEGREES 15 MINUTES 04 SECONDS EAST, 512.74 FEET ALONG SAID NORTH LINE TO THE CENTERLINE OF AN EXISTING 10 FOOT WIDE EASEMENT PER PLAT OF EASEMENT DATED JUNE 12, 2018; THENCE NORTH 00 DEGREES 44 MINUTES 23 SECONDS WEST, 45.95 FEET ALONG SAID CENTERLINE; THENCE NORTH 53 DEGREES 06 MINUTES 09 SECONDS EAST, 6.19 FEET TO THE EAST LINE OF SAID EASEMENT FOR THE POINT OF BEGINNING; THENCE ALONG THE EASEMENT CENTERLINE FOR THE FOLLOWING TEN (10) COURSES; THENCE NORTH 53 DEGREES 06 MINUTES 09 SECONDS EAST, 23.87 FEET; THENCE NORTH 39 DEGREES 03 MINUTES 09 SECONDS EAST, 139.85 FEET; THENCE NORTH 45 DEGREES 46 MINUTES 13 SECONDS EAST, 38.12 FEET; THENCE NORTH 62 DEGREES 25 MINUTES 31 SECONDS EAST, 30.31 FEET; THENCE NORTH 73 DEGREES 06 MINUTES 37 SECONDS EAST, 28.87 FEET; THENCE NORTH 85 DEGREES 46 MINUTES 21 SECONDS EAST, 139.00 FEET; THENCE NORTH 76 DEGREES 58 MINUTES 01 SECONDS EAST, 32.65 FEET; THENCE NORTH 69 DEGREES 38 MINUTES 02 SECONDS EAST, 28.68 FEET; THENCE NORTH 64 DEGREES 54 MINUTES 56 SECONDS EAST, 102.70 FEET; THENCE SOUTH 28 DEGREES 18 MINUTES 41 SECONDS EAST, 24.01 FEET TO SAID NORTH LINE OF THE ILLINOIS RAILWAY RIGHT OF WAY TO THE POINT OF TERMINUS, SAID POINT BEING NORTH 61 DEGREES 15 MINUTES 04 SECONDS EAST, 1077.42 FEET FROM SAID NORTHERLY EXTENTION OF THE EASTERLY LINE OF LOT 10 AS MEASURED ALONG THE NORTH LINE OF THE ILLINOIS RAILWAY RIGHT OF WAY, THE SIDELINES OF SAID EASEMENT SHALL BE SHORTENED OR PROLONGED TO TERMINATE AND FORM A CONTIGUOUS BOUNDARY WITH SAID NORTH LINE OF THE ILLINOIS RAILWAY RIGHT OF WAY, ALSO THE SIDELINES OF SAID EASEMENT SHALL BE EXTENDED OR PROLONGED TO TERMINATE AND FORM A CONTIGUOUS BOUNDARY WITH SAID EXISTING 10 FOOT EASEMENT.

CONTAINING 0.27 ACRES (11,798 SQUARE FEET) OF LAND MORE OR LESS.

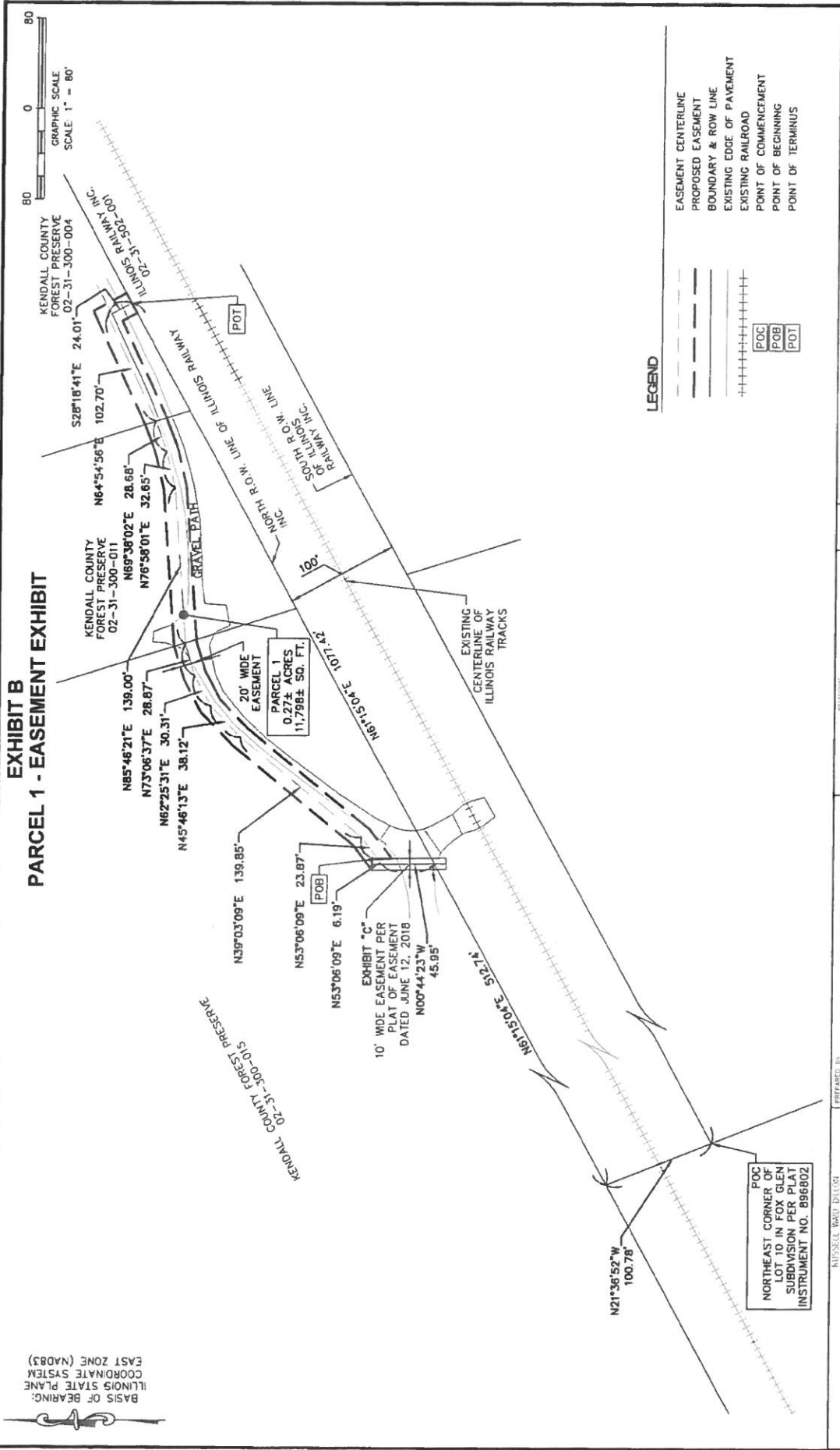


PARCEL 2:

A STRIP OF LAND 20 FEET WIDE, LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, IN THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, BEARINGS AND DISTANCES BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83 (2011 ADJUSTMENT), DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 10 IN FOX GLEN SUBDIVISION ACCORDING TO PLAT THEREOF RECORDED NOVEMBER 22, 1989, AS INSTRUMENT NUMBER 896802, IN KENDALL COUNTY RECORDERS OFFICE; THENCE NORTH 61 DEGREES 15 MINUTES 04 SECONDS EAST, 1089.18 FEET ALONG THE SOUTH LINE OF THE ILLINOIS RAILWAY RIGHT OF WAY FOR THE POINT OF BEGINNING; THENCE SOUTH 28 DEGREES 18 MINUTES 41 SECONDS EAST, 820.01 FEET TO THE CENTERLINE OF FOX ROAD TO THE POINT OF TERMINUS, SAID POINT BEING NORTH 63 DEGREES 03 MINUTES 49 SECONDS EAST, 873.63 FEET AND 307.68 FEET ALONG AN ARC OF A 14293.91 FOOT RADIUS TO THE RIGHT, WITH A CENTRAL ANGLE OF 01 DEGREE 14 MINUTES 00 SECONDS, HAVING A CHORD THAT BEARS NORTH 63 DEGREES 40 MINUTES 46 SECONDS EAST, 307.68 FEET FROM THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 7 AS MEASURED ALONG SAID CENTERLINE OF FOX ROAD, THE SIDELINES OF SAID EASEMENT SHALL BE SHORTENED OR PROLONGED TO TERMINATE AND FORM A CONTIGUOUS BOUNDARY WITH SAID SOUTH LINE OF THE ILLINOIS RAILWAY RIGHT OF WAY AND SAID CENTERLINE OF FOX ROAD.

CONTAINING 0.38 ACRES (16,400 SQUARE FEET) OF LAND MORE OR LESS.



COMED
 An Enbridge Company

ATWELL
 SURVEYING & ENGINEERING

PREPARED BY: ATWELL
 1245 EAST DIEHL ROAD SUITE 100
 NAPEVILLE, IL 60563
 PHONE: (630)577-0800
 FAX: (630)577-0800
 DESIGN: PERM #184-005976

DATE: 04/20/2010
 CONTRACT NO: 1153462
 WORK CENTER # 12016310
 SHEET NO. 1 OF 2

EXHIBIT B - PARCEL 1 EASEMENT EXHIBIT
COMED ORDER #19-120, CONTRACTOR #1153462

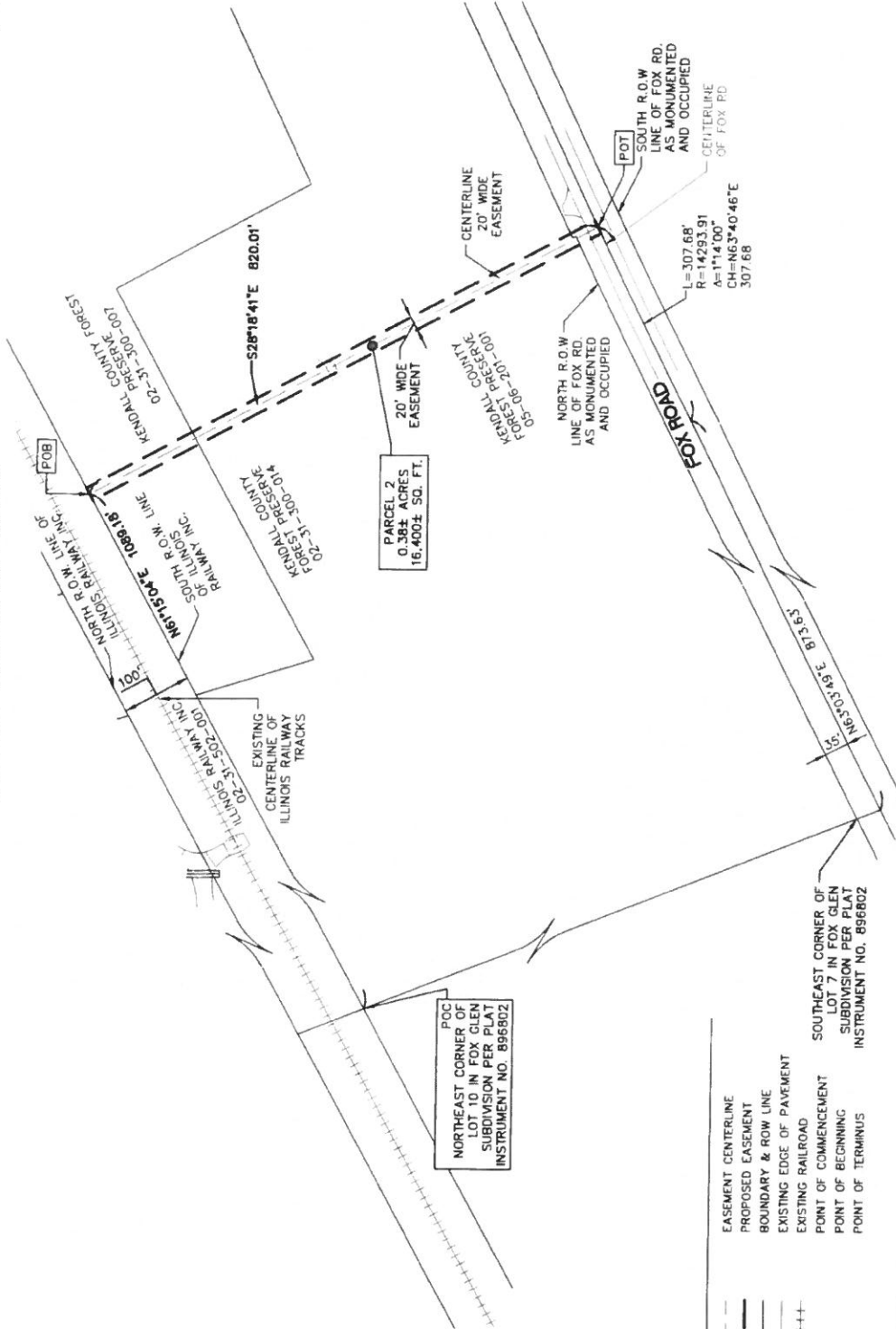
APPROVED BY: [Signature]
 DATE: [Blank]
 REVISIONS: [Blank]

FIELD: [Blank] UP: [Blank] TAG: [Blank]
 DATE: 04/20/2010

**EXHIBIT B
PARCEL 2 - EASEMENT EXHIBIT**



150 0 150
GRAPHIC SCALE
SCALE 1" = 150'
BASIS OF BEARING:
ILLINOIS STATE PLANE
EAST ZONE (NAD83)



PARCEL 2
0.36± ACRES
16,400± SQ. FT.

POC
NORTHEAST CORNER OF
LOT 10 IN FOX GLEN
SUBDIVISION PER PLAT
INSTRUMENT NO. 896802

LEGEND

- EASEMENT CENTERLINE
- - - - - PROPOSED EASEMENT
- ===== BOUNDARY & ROW LINE
- EXISTING EDGE OF PAVEMENT
- +++++ EXISTING RAILROAD
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- POT POINT OF TERMINUS

SOUTHEAST CORNER OF
LOT 7 IN FOX GLEN
SUBDIVISION PER PLAT
INSTRUMENT NO. 896802

<p>1245 EAST DICAL ROAD, SUITE 100 HAVERVILLE, IL 60563 PHONE (630)577-0900 FAX (630)577-0000 DESKTOP, FRN #784-0019-976</p>		<p>PREPARED BY RUSSELL WARD DILLON COMED</p>	
<p>LARD JURYNY ADMINISTRATOR 0486000K TERRELL, IL CHIRAL 13-1E-004 PHONE (630)576-7045 CELL (219)730-8623</p>		<p>ATWELL SURVEYING</p>	
<p>APPROVED BY DATE</p>		<p>REVISIONS DATE</p>	
<p>COMED ORDER #1153462</p>		<p>CONTRACT NO. 1153462</p>	
<p>WORK ORDER # 12018110</p>		<p>SCALE 1" = 150'</p>	
<p>5/11/10</p>		<p>2 OF 2</p>	

**KENDALL COUNTY FOREST PRESERVE DISTRICT
KENDALL COUNTY, ILLINOIS**

ORDINANCE NUMBER 19-05-002

**APPROVING AN EASEMENT FOR OMNITRAX, INC. OF DENVER, COLORADO,
INCLUDING ILLINOIS RAILWAY, LLC OF MORRIS, ILLINOIS, ITS SUBSIDIARY AT
HOOVER FOREST PRESERVE**

WHEREAS, pursuant to Section 6 of the Downstate Forest Preserve Act, 70 ILCS 805/6, the Kendall County Forest Preserve District ('District') has the "power to grant licenses, easements and rights-of-way for the construction, operation and maintenance upon, under or across any property of (the) District of facilities for water, sewage, telephone, telegraph, electric, gas or other public service, subject to such terms and conditions as may be determined by (the) District"; and

WHEREAS, pursuant to Section 8 of the Downstate Forest Preserve Act, 70 ILCS 805/8, the District has the "power to pass and enforce all necessary ordinances, rules and regulations for the management of the property and conduct of the business of (the) District; and

WHEREAS, on April 18, 2006, the Kendall County Forest Preserve District approved Ordinance #06-04-01 governing the granting of easements and licenses; and

WHEREAS, the United City of Yorkville has successfully petitioned the Illinois Commerce Commission - Docket #T16-0003 - ordering OmniTRAX, Inc. and its subsidiary Illinois Railway, LLC to construct warning devices, crossing gates and crossing surface improvements at Hoover Forest Preserve in accordance with its grant agreement with the Illinois Department of Transportation and United City of Yorkville; and

WHEREAS, in order to operate the warning devices and crossing gates, electrical utility service is required; and

WHEREAS, Commonwealth Edison Company and OmniTRAX, Inc. require easement/license rights in order to construct the necessary improvements on District preserve lands at Hoover Forest Preserve to deliver electrical power to its facilities; and

WHEREAS, OmniTRAX, Inc. has requested a 99-year easement to operate and maintain an electric service line at Hoover Forest Preserve, and furthermore, has rendered payment for the application and calculated fees to the Kendall County Forest Preserve District in accordance with Ordinance #06-04-01 in the amount of \$1,937.00; and

WHEREAS, pursuant to the authorities cited above, the District has the authority and the power to adopt this Ordinance.

NOW THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Kendall County Forest Preserve District, Kendall County, Illinois that:

1. License Granted: Easement Agreement #19-05-002 “Utility License Agreement - OmniTRAX, Inc. and its subsidiary Illinois Railway, LLC” including Exhibit A Legal Description and Plat of Easement attached herewith is hereby granted.
2. Authorization: The President and Executive Director of the Kendall County Forest Preserve District are authorized and directed to implement the license agreement, including filing of said agreement with the Kendall County Clerk.
3. Effective Date - This Ordinance and License Agreement shall be in full force and effect after its passage in the manner provided by Requirements of Law.

Passed and approved this 21ST day of May, 2019

AYES:

NAYS:

Judy Gilmour, President

Attest:

Matt Kellogg, Secretary

GRANT OF EASEMENT

The Grantor, **KENDALL COUNTY FOREST PRESERVE DISTRICT** (hereinafter "**Grantor**"), in consideration of the sum of Ten Dollars and other valuable consideration, receipt of which is hereby acknowledged, hereby gives and grants to the **Illinois Railway, LLC, an Illinois Limited Liability Company** (hereinafter "**Grantee**"), its licensees, successors and assigns, jointly and severally, an easement and railroad right-of-way at the location shown on "Exhibit A" attached to and incorporated herein.

By granting this easement, the Grantee and their personal representatives, successors and assigns, do here agree to notify and obtain written approval from Grantor prior to any construction in the railroad right-of-way. No other uses of the railroad right-of-way will be permitted unless prior written consent is obtained from Grantor. Any debris left in the right-of-way as a result of Grantee's use shall immediately be removed by Grantees, their successors, representatives and assigns. The Grantees for themselves and their representatives, successors and assigns, do hereby agree to hold the Grantor, its invitees, officers, directors, employees and agents harmless from any and all liability resulting from the rights granted herein. By granting this easement, the Grantees and their personal representatives, successors and assigns, further agree that maintenance of the easement shall be the responsibility of the Grantees and their personal representatives, successors and assigns, and any disturbance of said easement by the Grantees shall be the responsibility of the Grantees, their personal representatives, successors and assigns.

Easement description:

Legal Description is attached hereto and incorporated herein as "Exhibit A"

Permanent Real Estate Index
Number(s): 02-31-300-015

Address(es) of Real Estate: Crossing at Hoover Forest Preserve, near milepost 49.4

The Grantor represents and warrants to the Grantees that Grantor is the true and lawful owner of the Property and has full right and power to grant and convey the rights conveyed herein.

This Easement is binding upon and shall inure to the benefits of the heirs, successors, assigns and licensees of the parties hereto.

Dated this _____ day of _____, 2019

Kendall County Forest Preserve District:

By: _____

Its: _____

Illinois Railway, LLC

By: _____

Its: _____

STATE OF ILLINOIS,

COUNTY OF KENDALL SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT _____ personally known to me to be the same person(s) whose name(s) 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 act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this _____ day of _____, 2019

Notary Public

STATE OF ILLINOIS,

COUNTY OF KENDALL SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT _____ personally known to me to be the same person(s) whose name(s) 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 act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this _____ day of _____, 2019

Notary Public

Prepared by:
Lisa A. Coffey
Kendall County State's Attorney's Office
807 W. John Street
Yorkville, IL 60560

Mail to:
Lisa A. Coffey
Kendall County State's Attorney's Office
807 W. John Street
Yorkville, IL 60560

Exhibit "A" – Legal Description

LEGAL DESCRIPTION OF TRACT A:

That Part of the Southeast Quarter of Section 31, Township 37 North, Range 7 East of the Third Principal Meridian being a 10.0-foot wide tract lying 5.0 feet Easterly and 5.0 feet Westerly of and adjoining a Centerline described as follows:
Commencing at the Northeast Corner of "Fox Glen, Kendall Township, Kendall County, Illinois"; thence North 61°10'23" East, along the South Right-of-Way Line of Illinois Railway, Inc., 472.0 feet; thence North 00°49'37" West, 113.26 feet to the North Right-of-Way Line of Illinois Railway, Inc. for the point of beginning of said Centerline; thence North 00°49'37" West, 55.0 feet for the terminus of said Centerline. The Easterly and Westerly Lines of said 10.0-foot wide tract terminate at the North Right-of-Way Line of Illinois Railway, Inc.

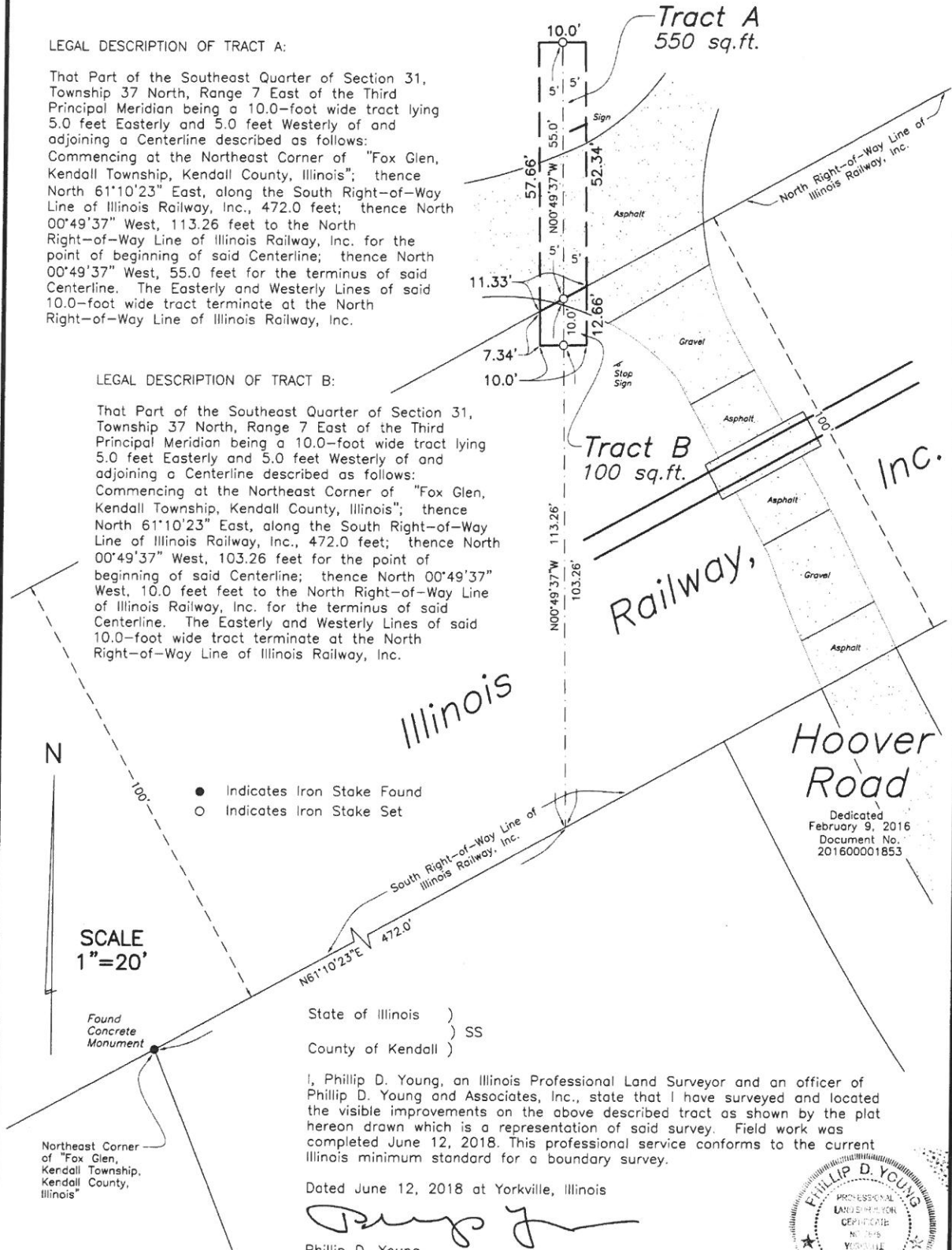
PLAT OF EASEMENT OF PART OF THE SOUTHEAST QUARTER OF SECTION 31, T37N-R7E, 3rd PM KENDALL TOWNSHIP KENDALL COUNTY ILLINOIS

LEGAL DESCRIPTION OF TRACT A:

That Part of the Southeast Quarter of Section 31, Township 37 North, Range 7 East of the Third Principal Meridian being a 10.0-foot wide tract lying 5.0 feet Easterly and 5.0 feet Westerly of and adjoining a Centerline described as follows:
Commencing at the Northeast Corner of "Fox Glen, Kendall Township, Kendall County, Illinois"; thence North 61°10'23" East, along the South Right-of-Way Line of Illinois Railway, Inc., 472.0 feet; thence North 00°49'37" West, 113.26 feet to the North Right-of-Way Line of Illinois Railway, Inc. for the point of beginning of said Centerline; thence North 00°49'37" West, 55.0 feet for the terminus of said Centerline. The Easterly and Westerly Lines of said 10.0-foot wide tract terminate at the North Right-of-Way Line of Illinois Railway, Inc.

LEGAL DESCRIPTION OF TRACT B:

That Part of the Southeast Quarter of Section 31, Township 37 North, Range 7 East of the Third Principal Meridian being a 10.0-foot wide tract lying 5.0 feet Easterly and 5.0 feet Westerly of and adjoining a Centerline described as follows:
Commencing at the Northeast Corner of "Fox Glen, Kendall Township, Kendall County, Illinois"; thence North 61°10'23" East, along the South Right-of-Way Line of Illinois Railway, Inc., 472.0 feet; thence North 00°49'37" West, 103.26 feet for the point of beginning of said Centerline; thence North 00°49'37" West, 10.0 feet to the North Right-of-Way Line of Illinois Railway, Inc. for the terminus of said Centerline. The Easterly and Westerly Lines of said 10.0-foot wide tract terminate at the North Right-of-Way Line of Illinois Railway, Inc.



N

SCALE
1"=20'

- Indicates Iron Stake Found
- Indicates Iron Stake Set

Northeast Corner of "Fox Glen, Kendall Township, Kendall County, Illinois"

Found Concrete Monument

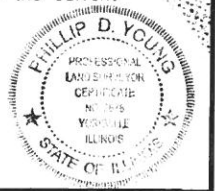
State of Illinois)
County of Kendall) SS

I, Phillip D. Young, an Illinois Professional Land Surveyor and an officer of Phillip D. Young and Associates, Inc., state that I have surveyed and located the visible improvements on the above described tract as shown by the plat hereon drawn which is a representation of said survey. Field work was completed June 12, 2018. This professional service conforms to the current Illinois minimum standard for a boundary survey.

Dated June 12, 2018 at Yorkville, Illinois

Phillip D. Young

Phillip D. Young
Illinois Professional Land Surveyor No. 2678 (Expires 11/30/18)



JOB NO.	18136
JOB NAME	MIDSOUTH
DWG FILE	18136

Phillip D. Young and Associates, Inc.
LAND SURVEYING - TOPOGRAPHIC MAPPING - Lic.#184-002775

1107B South Bridge Street
Yorkville, Illinois 60560
Telephone (630)553-1580

Kendall County Forest Preserve District Summer 2019 Children's Program Series

Outdoor Explorers

Outdoor Explorers is a program geared for 6-10 year olds. Each month we will explore a different theme as we hike, create crafts, meet animals, play games, and make new friends!

Ages: 6-10 years old plus caregiver

Location: Hoover Forest Preserve
Eagle's Nest Pavilion

Time: 4:30-5:30 pm

Price: \$5 per child

June 11– Bugapoolaza

Register by June 7

July 16– Creek Stomp

Register by July 12

August 13– Forest Friends

Register by August 9

Toddling Naturalist

Toddling Naturalist is a program geared for 1-3 year olds. We will explore the natural world through a variety of activities. Each monthly program includes a combination of nature hikes, stories, songs, games, or crafts.

Ages: 1-3 years old plus caregiver

Location: Hoover Forest Preserve
Eagle's Nest Pavilion

Time: 10-11 am

Price: \$5 per child

June 18– Bugapoolaza

Register by June 14

July 24– Creek Stomp

Register by July 22

August 14– Forest Friends

Register by August 12

Babes in the Woods

Babes in the Woods is a hour-long program for 4-6 year olds. Children will discover the wonders of nature through stories, nature hikes, crafts, songs, or games. Every month we will explore a different theme.

Ages: 4-6 years old plus caregiver

Location: Hoover Forest Preserve
Eagle's Nest Pavilion

Time: 1-2 pm

Price: \$5 per child

June 21– Bugapoolaza

Register by June 19

July 17– Creek Stomp

Register by July 15

August 16– Forest Friends

Register by August 14

To register and pay* for a program:

Call Emily at 630-553-2292
or email
edombrowski@co.kendall.il.us

*If a class does not meet its minimum enrollment, it will be cancelled at least two days prior to the event.

Early registration prevents cancelled classes!



Kendall County Forest Preserve District Summer 2019 Programs

Family Programs

TBA- Campfire Cooking

Food tastes better when it's cooked outside! Come and learn how to make delicious food around the campfire!

Ages: All Ages

Location: Hoover Forest Preserve
Meadowhawk Lodge

Time: 4-6 pm

Price: \$10/person

Register by TBA

August 3rd- Creek Walk

Bring your muck boots or water shoes and join us for a creek-stomping extravaganza! Our Education Team will be on-site to help you discover, explore, touch and learn about the aquatic ecosystem at Hoover Forest Preserve.

Ages: All Ages

Location: Hoover Forest Preserve
Eagle's Nest Pavilion

Time: 9:30-11:30 am

Price: \$5/person

Register by August 1

Summer Camps

Looking for summer fun? Sign up for our popular kids summer camps today!
Visit <http://kendallforest.com> to download our catalog and registration forms!

Camps are offered for children from age 1 through 9th grade featuring hands-on nature explorations, horse care and riding instruction, wildlife encounters, art projects, games, and hiking that will help your child cultivate a love and appreciation for the natural world!

Camps fill fast.

Register your child today!

**To register and pay* for a
program:**

Call Emily at 630-553-2292
or email
edombrowski@co.kendall.il.us

*If a class does not meet its minimum enrollment, it will be cancelled at least two days prior to the event.



TO: Kendall County Board of Commissioners
 FROM: Nicole Norton, Equestrian Program Coordinator
 DATE: May 7, 2019
 SUBJECT: Summer Camp Promotions & Discounts for Birthday Party Hosts

During the Operations Committee meeting held on May 1, 2019, the Committee reviewed and approved a motion to forward a proposed Summer Camp Promotion Discount program for Ellis Equestrian Center Birthday Party program participants. The program, once approved, will expire August 1, 2019 at the conclusion of the summer program season.

Camp enrollments have been lower than anticipated in the past couple years. In an effort to help increase these participation, District staff proposes offering a discount coupon to be given to the children that host a Horse Birthday Party at Ellis House and Equestrian Center, with the following recommended discounts: \$25 OFF any 3 Day Camp; \$10 OFF of any 1 Day Camp, or \$5 OFF of any Parent-Tot Camp. This coupon would expire at the completion of our last Summer Camp scheduled for 2019 and will be written to the specific child who's birthday was hosted at Ellis House and Equestrian Center for tracking purposes. Coupons will be numbered and stamped with our Ellis House stamp to avoid the opportunity for duplicates to be made.

Recommendation: Consider a motion to approve the promotional discount offer as presented.

Camp Values:

3 Day camp: \$200/\$210

1 Day Camps: \$65/\$70

Parent-Tot Camps: \$45/\$50

Example:



ELLIS HOUSE & EQUESTRIAN CENTER
Minooka, Illinois
(815)475-4035

THANK YOU for choosing Ellis House and Equestrian Center to host your Birthday Party!

We would love for you to come see us again at one of our Summer Camps!
Present this coupon at the time of registration to receive:

\$25.00 OFF
Of Any
3 Day
Horse Camp

OR

\$10.00 OFF
Of Any
1 Day
Horse Camp

OR


\$5.00 OFF
Of Any
Parent-Tot
Horse Camp

FOR : _____

This discount is intended for a single use for the child whose name is written above. Duplicate coupons will not be accepted. Coupon may not be used with any other discount, prior purchase, or refund. No Cash Value.

Expires August 1, 2019.

001



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Minooka, Illinois
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Horse Camp

FOR : _____

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Expires August 1, 2019.

002

BILL OF SALE

Property: “Betty” (AQHA Registered Name: Pick Me Missy) (Quarter Horse - Mare)

Condition: As is, with no known medical issues. Approximate age: 9

Seller: Laura Henning
206 N Chestnut St.
Strasburg, IL 62465

Purchaser: Kendall County Forest Preserve District
110 West Madison Street
Yorkville, Illinois 60560

Date of Commission Approval: May 7, 2019

Conditions of Acceptance/ No Warranty: For two thousand dollars (\$2,000.00) consideration to be paid in hand following a twenty-day trial period, the Seller, Laura Henning, hereby transfers, assigns and delivers any and all right, title and interest to the Kendall County Forest Preserve District, and the Purchaser, Kendall County Forest Preserve District, hereby accepts all right, title and interest in the Property subject to the following terms and conditions:

1. Purchaser will pick up Property from the Seller’s stable, and Seller agrees to allow a twenty-day trial period that shall commence on the first day following delivery to the Ellis House and Equestrian Center located at 13986 McKanna Road in Minooka, IL 60447 on or around May 2, 2019.
2. Upon successful conclusion of the twenty-day trial period extending through May 30, 2019, Seller, Laura Henning, is entitled to either receive payment in hand of \$2,000.00 representing payment in full for “Betty”, a 9-year old Quarter Horse - Mare, and the Purchaser, Kendall County Forest Preserve District, shall accept full and complete responsibility for property from the date the Property is accepted by the Kendall County Forest Preserve District, or will transport “Betty” from the Kendall County Forest Preserve District’s Ellis House and Equestrian Center to the Seller’s stable.
3. The Seller is not a seller of horses and disclaims to the fullest extent authorized by law any and all warranties, promises, whether express or implied, including warranties of merchantability and or fitness for a particular use and makes no promises, warranties or other representations regarding the horse’s conditions at the time of transfer, and by accepting the Property after a twenty-day trial period ending May 30, 2019, the Purchaser accepts the Property “as is”.
4. The Seller on behalf of itself, its successors and assigns hereby forever waives and releases the Kendall County Forest Preserve District, its elected officials, employees, agents, volunteers and assigns from any and all known and unknown claims, actions, causes of action, damages, injuries, costs and fees related in any manner to acceptance of this transfer or the condition of the Property at the time of the transfer.

5. The seller will provide a negative Coggins test prior to the start of the twenty-eight day trial. If the horse does not have a current Coggins, the trial period will be delayed until one is completed.

Kendall County Forest Preserve District, Illinois

Laura Henning; Strasburg, Illinois:

Judy Gilmour, President

Laura Henning