

**THE BOARD OF TRUSTEES**  
**OF**  
**THE UNIVERSITY OF ILLINOIS**  
**LICENSE AGREEMENT ABSTRACT**

Area of License: Kelsey Road (County Highway 30) Bridge over Flint Creek, in Lake Barrington,  
Illinois

Project Description: Temporary water sampler and monitoring station will be installed on the bridge in order to collect stream flow data and water samples.

Licensor Name & Address: Lake County  
County Engineer  
Lake County Division of Transportation  
600 West Winchester Road  
Libertyville, Illinois 60048

License Period: May 1, 2009 thru April 30, 2011

Consideration: \$1.00

Comments: Either party has the right to terminate with thirty day written notice.

**DRAFT**

### LICENSE AGREEMENT

THIS AGREEMENT is made and entered into this 12 day of May, 2009, by and between the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board, (hereinafter referred to as the "County") and THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a body corporate and politic of the State of Illinois (hereinafter referred to as "Licensee"),

### WITNESSETH

WHEREAS, the County is the owner of certain public property, commonly known as the Kelsey Road Bridge over Flint Creek, consisting of a public right-of-way (hereinafter referred to as the "Bridge"); and

WHEREAS, Licensee, through its Illinois State Water Survey, desires to modify a portion of the subject Bridge in order to install a temporary stream gage (hereinafter referred to as "Stream Gage"); and

WHEREAS, Stream Gage is comprised of the following: (1) a stream gage, (2) a protective drum-type housing, (3) a sampling pump and stage sensor (contained within the protective housing) and (4) a structure plate and any necessary mounting brackets, masonry nails, conduits, piping and associated hardware; and

WHEREAS, Licensee, through its Illinois State Water Survey, is involved in a two-year study, which study includes the collection of stream flow data and water sample collection; and

WHEREAS, both parties hereto have each determined it to be in the best interests of the citizens of the County and of the State of Illinois to facilitate the aforementioned study in an effort to improve the health, safety and welfare of the general public.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby mutually acknowledged, the parties hereto hereby agree as follows:

The aforementioned recitals are hereby incorporated into and made a part of this Agreement.

1. PREMISES: The County hereby grants unto Licensee a nonexclusive temporary license permitting the Licensee to install a Stream Gage onto a portion of the Bridge in the location drawn on the diagram attached hereto and made a part hereof as Attachment "A" (hereinafter referred to as "Premises").

2. FEE: In consideration for this agreement, Licensee agrees to pay to the County a fee of One Dollar (\$1.00), due and payable upon the execution of this Agreement.

3. TERM: This Agreement and the license associated herewith shall commence on May 1, 2009 and terminate on April 30, 2011, or if the commencement date falls on a different day, the Agreement shall exist for two (2) years from the date of this Agreement. Alternatively, this Agreement may be terminated by either party hereto for any reason or no reason upon giving thirty (30) days written notice. In addition, this Agreement may be terminated by the County upon five (5) days written notice to Licensee of a breach of any term or condition of this Agreement. Any such termination shall be without penalty or liability to County for any reason.

4. PROJECT DESCRIPTION: Licensee agrees to modify Premises only pursuant to the specific written authorization of the County's Division of Transportation and at such site, position and manner as may be designated by the County's County Engineer or his designee. The location of any Stream Gage relative to this Agreement shall in no event interfere with

pedestrian or vehicular traffic, public utilities or result in any safety hazard, and shall not result in any violation of law.

5. MAINTENANCE AND REPAIR: Licensee agrees and warrants that Stream Gage erected pursuant to this Agreement shall be installed and maintained at all times in a safe, neat, sightly manner; in good physical condition; and in accordance with all requirements of the County. The County shall be the sole judge of the quality of the construction and maintenance of such Stream Gage, and upon written notice by the County, through its Director of Planning and Programming, stating in general terms how and in what manner maintenance, replacement, removal or relocation is required, Licensee shall be required to perform such required maintenance, removal, relocation or replacement at Licensee's sole cost. If Licensee fails to do so, then the County shall have the right to perform such maintenance, relocation, removal or replacement at Licensee's sole cost. Any such Stream Gage shall be removed from Premises immediately upon instructions from the Director of Planning and Programming for the removal of same. Licensee shall at its own responsibility, liability and expense obtain and keep in effect all licenses, bonds and permits necessary for the installation and existence of all materials installed and/or erected pursuant to this Agreement.

6. REPLACEMENT AND REPAIR: Notwithstanding any other provision in this Agreement to the contrary, Licensee shall immediately remove, at its own expense, any Stream Gage in the event the County determines such removal is necessary for the installation, repair or replacement of any utilities or any other public improvements on Premises or in the event the County determines that the Stream Gage interferes with pedestrian or vehicular traffic, public utilities or constitutes a safety hazard. Any replacement or repair of the Stream Gage or Premises due to the installation, removal or repair of Stream Gage, shall be at the sole expense of

the Licensee. If Licensee fails to perform its duties pursuant to this paragraph, the County shall have the right to remove the Stream Gage and restore Premises at no cost or liability to the County. Licensee covenants and agrees to reimburse the County upon thirty (30) days written demand for such removal and/or restoration.

7. TERMINATION: Upon termination of this Agreement, Licensee shall immediately remove Stream Gage and shall restore Premises to its original condition, reasonable wear and tear and damage by casualty excepted. If Licensee fails to perform its duties pursuant to this paragraph, the County shall have the right to remove the Stream Gage and restore Premises at no cost or liability to the County. Licensee covenants and agrees to reimburse the County upon thirty (30) days written demand for such removal and/or restoration.

8. COUNTY LIABILITY: The County shall in no way be liable for loss of or damage to Premises or any property belonging to or rented by Licensee, its officers, servants, agents or employees which may be stolen, destroyed or in any way damaged during the installation or maintenance of the Stream Gage unless such loss or damage is a direct result of the negligent acts or omissions of the County, its agents, or employees.

9. INSURANCE: Licensee covenants and agrees to furnish the County with a certificate of insurance naming the County as additional insured and evidencing insurance in the following amounts: Comprehensive General Liability for Bodily Injury, Personal Injury and Property Damage: \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The insurance required pursuant to this agreement shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the County. There shall be no endorsement or modification of this insurance to make it excess over other available insurance; alternatively, if

the insurance states that it is excess or prorated, it shall be endorsed to be primary with respect to the County.

10. ASSIGNMENT: This Agreement is personal to Licensee. It is non-assignable, and any attempt to assign Agreement will automatically terminate the License privileges granted to Licensee hereunder.

11. SUBJECT TO STATE LAW: Licensee agrees that in the event of any action, whether real or asserted, at law or in equity, arising out of the terms of this Agreement, or by Licensee's operations on Premises, venue for the said action shall lie in Lake County, Illinois. This agreement shall be subject to and governed by the laws of the State of Illinois.

12. NOTICES: All notices provided for herein, including change in mailing address, will be effective only if made in writing, unless otherwise noted, and either personally delivered with an executed acknowledgment of receipt or deposited in the United States mail, certified return receipt requested, postage prepaid, and addressed as follows:

FOR THE COUNTY: County Engineer  
Lake County Division of Transportation  
600 West Winchester Road  
Libertyville, Illinois 60048

FOR THE LICENSEE: Director  
Illinois State Water Survey  
2204 Griffith Drive  
Champaign, Illinois 61820-7495

Copy to: Office of Capital Programs & Real Estate Services  
807 South Wright Street, Suite 340  
MC 309  
Champaign, Illinois 61820

Any notice will be deemed delivered no later than five (5) days after notice is mailed or, if personally delivered, when acknowledgment of receipt is signed, as provided above.

Fee payments and regular correspondence will be made to County and Licensee at the addresses above by regular U.S. Mail.

13. MISCELLANEOUS ITEMS: This Agreement shall not be construed so as to create a joint venture, partnership, employment or other agency relationship between the parties hereto.

This Agreement is the sole agreement between the parties hereto regarding the subject matter hereof. There are no other agreements, either oral or implied, between the parties hereto regarding the subject matter hereof.

The terms of this Agreement shall be severable. In the event any of the terms or provisions of this Agreement are deemed to be void or otherwise unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect.

14. CERTIFICATIONS: Notwithstanding any other provision of this Agreement, it is expressly agreed and understood that in connection with the performance of this Agreement that the Licensee shall comply with all applicable Federal, State, County, City and other requirements of law, including, but not limited to, any applicable requirements regarding prevailing wages, minimum wage, workplace safety and legal status of employees. Without limiting the foregoing, Licensee hereby certifies, represents and warrants to the County that all Licensee's employees and/or agents who will be providing products and/or services with respect to this Agreement shall be legal residents of the United States. Licensee shall also, at its expense, secure all permits and licenses, pay all charges and fees and give all notices necessary and incident to the due and

lawful prosecution of the work and/or the products and/or services to be provided for in this Agreement.

15. SHARING OF DATA: Licensee shall provide County with all data and information collected by Licensee resulting from this Agreement within thirty (30) days of the collection of any such data and information.

SIGNATURES ARE ON THE NEXT PAGE



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date  
and year first written above.

COUNTY: COUNTY OF LAKE, ILLINOIS

By \_\_\_\_\_  
Chair, Lake County Board

Attest:

\_\_\_\_\_  
County Clerk

RECOMMENDED FOR EXECUTION

\_\_\_\_\_  
Martin G. Buehler, PE  
Director of Transportation/County Engineer  
Lake County

LICENSEE: THE BOARD OF TRUSTEES OF  
THE UNIVERSITY OF ILLINOIS

By: Walter K. Kohn 5/29/09  
Comptroller date

Attest: Michele M. Thompson 5/29/09  
Secretary date

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Office of University Counsel

APPROVED:

\_\_\_\_\_  
Office of Chancellor

\_\_\_\_\_  
Office of Capital Programs & Real Estate Services

ATTACHMENT A  
(See attached)

