

**CITY OF LeROY
COUNTY OF McLEAN
STATE OF ILLINOIS**

ORDINANCE NO. 494

**ORDINANCE APPROVING LICENSE AGREEMENT WITH
JEROME P. BOSSINGHAM**

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LEROY THIS 3rd DAY OF May, **1993.**

PRESENTED: May 3, 1993

PASSED: May 3, 1993

APPROVED: May 3, 1993

RECORDED: May 3, 1993

PUBLISHED: May 3, 1993

In Pamphlet Form

Voting "Aye" 6

Voting "Nay" 0

The undersigned being the duly qualified and acting City Clerk of the City of LeRoy does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned ordinance and that such ordinance was presented, passed, approved, recorded and published as above stated.

(SEAL)

X *Jeanita Sawyer*
City Clerk of the City of LeRoy, McLean
County, Illinois

Dated: May 3, 1993.

**ORDINANCE APPROVING LICENSE AGREEMENT WITH
JEROME P. BOSSINGHAM**

WHEREAS, Jerome P. Bossingham has requested approval by the City of LeRoy, McLean County, Illinois, a municipal corporation, of a license agreement as described hereinafter; and

WHEREAS, said license agreement is for the purpose of assisting in the clean-up of environmental pollution and contaminants located on property as described in the aforesaid license agreement; and

WHEREAS, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, have determined that it is in the best interests of the City and its residents that such clean-up be permitted to the fullest extent reasonable,

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of LeRoy, McLean County, Illinois, in lawful meeting assembled, as follows:

Section 1. The license agreement in the form as attached hereto in Exhibit A, being incorporated herein by reference, is hereby approved.

Section 2. The Mayor and City Clerk of the City of LeRoy are hereby directed to sign the original and two copies of the aforesaid license agreement, and upon the same being signed by Jerome P. Bossingham, the City Clerk shall cause one signed copy to be returned to the City.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED by the City Council of the City of LeRoy, Illinois, upon the motion by Randy Zimmerman, seconded by David Spratt, by roll call vote on the 3rd day of May, **1993**, as follows:

Aldermen elected 6 Aldermen present 6

VOTING AYE:

Randy Zimmerman, Robert D. Johnson, David Spratt, Lois Parkin, Gary Builta
(full names) Ronnie Litherland

VOTING NAY:

None

(full names)

ABSENT, ABSTAIN, OTHER:

none

(full names)

and deposited and filed in the office of the City Clerk in said municipality on the
3rd day of May, 1993.

Juanita Dagley
Juanita Dagley, City Clerk of the City of LeRoy,
McLean County, Illinois

APPROVED BY the Mayor of the City of LeRoy, Illinois, this 3rd day of
May, 1993.

Jerry C. Davis
Jerry C. Davis, Mayor of the City of LeRoy,
McLean County, Illinois

ATTEST: (SEAL)

Juanita Dagley
Juanita Dagley, City Clerk, City of LeRoy,
McLean County, Illinois

LICENSE AGREEMENT

THIS AGREEMENT is made this 31st day of March, 1993, by and between the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, having its principal business office at 111 East Center Street, LeRoy, Illinois 61752 (hereinafter referred to as "CITY"), and Jerome P. Bossingham, of RR #1, LeRoy, Illinois 61752 (hereinafter referred to as "BOSSINGHAM"). CITY and BOSSINGHAM may sometimes be referred to hereinafter as the "Parties."

Recitals

- A. CITY has authority over a right-of-way and platted street located in the City of LeRoy, McLean County, Illinois, being that portion of Pine Street, and the Pine Street right-of-way as platted, between the West side of Walnut Street and the East side of West Street. Said property is hereinafter referred to from time to time as the "Subject Property."
- B. BOSSINGHAM desires to enter upon the subject property to perform geoprobes and clean-up activities in connection with removal of soil contaminated by leakage of petroleum and other liquid products from underground storage tanks located on real estate described as follows:
- Lots Seven and Eight in Block 20, in the Original Town of LeRoy,
McLean County, Illinois.
- C. CITY and BOSSINGHAM desire to enter into this license agreement so that the soil and/or ground water can be assessed in relation to environmental laws and regulations.

Covenants

In consideration of the foregoing, the mutual promises, covenants, conditions and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Grant of License** - CITY hereby grants to BOSSINGHAM, his employees, representatives, agents, contractors and the employees and representatives of such contractors, a non-exclusive license (hereinafter referred to from time to time as "License") to enter upon the Subject Property from time to time to conduct the activities described in the foregoing Recitals. This License shall commence on March 31, 1993, and shall end on September 1, 1993, unless the Parties agree in writing to extend the term of the License. Prior to the expiration of the License, BOSSINGHAM shall, at his sole cost and expense, cause any excavations to be returned to the original gradient, and shall remove all equipment placed on the Subject Property, fill and level all ditches, ruts and depressions, if any, caused by the closure of the excavations and operations, and remove all debris resulting therefrom.
2. **Compliance with Laws** - BOSSINGHAM shall conduct all operations which are the subject of this License in compliance with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders, and directives now exist or provide.
3. **Permits** - BOSSINGHAM, at no cost or expense to CITY, shall be responsible for obtaining any and all governmental permits and approvals which may be

necessary for him to conduct any work or activities under this License Agreement. CITY shall coordinate and cooperate with BOSSINGHAM in BOSSINGHAM's activities to obtain all necessary government permits and permissions.

4. **Liens and Claims** - BOSSINGHAM will not permit any mechanics', materialmen's or other similar liens or claims to stand against the Subject Property for labor or material furnished in connection with any work performed by BOSSINGHAM under this License Agreement. Upon reasonable and timely notice of any such lien or claim delivered to BOSSINGHAM by CITY, BOSSINGHAM may post bond and contest the validity and the amount of such lien, but BOSSINGHAM will immediately pay any judgment rendered, will pay all proper costs and charges, and will have the lien or claim released at his sole expense.
5. **Cooperation** - BOSSINGHAM agrees to coordinate his activities with CITY to minimize any impairment of access by the public to the Subject Property and any inconvenience to or disruption of CITY's business on the Subject Property.
6. **Indemnity** - BOSSINGHAM agrees that he will indemnify and hold CITY harmless from and against any claims, demands, actions, suits, judgments, losses, damages, costs or expenses incurred as a result of personal injury, property damage, civil penalties or fines proximately caused in whole or in part by the negligent acts or omissions of BOSSINGHAM or his authorized contractors, employees and agents in conducting his activities under this License Agreement. BOSSINGHAM's duty to so indemnify and hold CITY

harmless shall not, to the extent that BOSSINGHAM complies with the terms of this agreement, include damages arising from the disturbance or interference with the ingress to, egress from and CITY's use of or operations on the Subject Property which is caused by the work undertaken hereunder. This Indemnity is expressly conditioned on the following:

(a) In the event CITY shall identify any matter to which the indemnity may apply or receive a notice or claim from any third party of such matter, it shall immediately, and in every case within thirty (30) days of said notice or claim, notify BOSSINGHAM in writing of such matter addressed to BOSSINGHAM's home address at RR #1, LeRoy, Illinois.

(b) CITY shall cooperate with BOSSINGHAM by allowing BOSSINGHAM, his agents, representatives, contractors and consultants, prompt and ready access to the Subject Property for the purpose of investigating any matter to which this Indemnity may apply.

(c) This Indemnity extends only to liability found to have been due to BOSSINGHAM's comparative fault and shall not extend to liability for any claim, including future contamination, determined to have been due to acts or omissions of CITY, its agents, its predecessors, successors or assigns, or any third party.

7. **Reservation and Non-Waiver of Certain Rights and Claims** - This License Agreement shall not be construed to limit the right of either party to make a claim against the other in regard to reimbursement for any portion or all of the clean-up and tank removal expenses associated with the removal of several underground tanks, by BOSSINGHAM, located partly on BOSSINGHAM's

private property adjacent to the Subject Property and partly on the Subject Property. The preceding indemnity provisions (paragraph 6) shall be construed so as not to require indemnification of CITY by BOSSINGHAM for any claim made by BOSSINGHAM against CITY claiming reimbursement for all or any part of any clean-up and tank removal expenses regarding the aforesaid tanks, unless the expense for which reimbursement is claimed is one which arose due to BOSSINGHAM's fault, or that of any of his agents, employees or contractors, resulting in personal injury, property damage, civil penalties or fines proximately caused in whole or in part by the negligent acts or omissions of BOSSINGHAM or any of his authorized contractors, employees, and agents conducting his activities under this License Agreement.

8. **Notices** - Any notice provided for herein or otherwise required to be given hereunder shall be given by registered mail or certified United States mail, postage prepaid, addressed to the other as set forth in the first paragraph of this License Agreement, except for the notice required to be given to BOSSINGHAM as set forth in Paragraph 6(a) hereof. The person and the place to which notices are to be mailed may be changed by either party by providing written notice of same to the other.
9. **Assignment, Successors and Assigns** - This Agreement may not be assigned by either party without the prior written consent of the other, but otherwise shall be binding upon and inure to the benefit of the Parties' respective representatives, successors and assigns.
10. **Entire Agreement** - This License Agreement represents the full, complete and entire agreement between the parties with respect to the subject matter

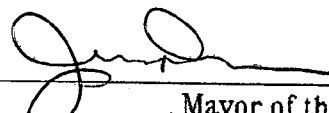
hereof, and the rights and remedies of the Parties shall be solely and exclusively those herein contained, and in lieu of any remedies otherwise available at law or in equity.

11. **Governing Law** - This Agreement shall be construed and interpreted and governed by and in accordance with the local law of the State of Illinois without reference to any choice of law rules or policies which may refer to resolution of any dispute arising hereunder to the laws of any other jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this License Agreement or caused the same to be executed by their duly authorized representatives on the date above first written.

CITY

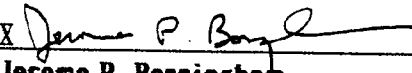
**CITY OF LEROY, McLean County, Illinois,
an Illinois municipal corporation**

By: 
_____, Mayor of the City of LeRoy,
McLean County, Illinois

ATTEST: (SEAL)

By: X
Juanita Dagley, City Clerk, City of LeRoy,
McLean County, Illinois

BOSSINGHAM

X 
Jerome P. Bossingham

CERTIFICATE

I, **JUANITA DAGLEY**, certify that I am the duly elected and acting municipal clerk of the **City of LeRoy**, of **McLean** County, Illinois.

I further certify that on _____ May 3 _____, **1993**, the Corporate Authorities of such municipality passed and approved Ordinance No. 494 entitled:

**ORDINANCE APPROVING LICENSE AGREEMENT WITH
JEROME P. BOSSINGHAM,**

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 494, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on _____ May 3 _____, **1993**, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at LeRoy, Illinois, this 3rd day of May, **1993**.

(SEAL)

ⓧ *Juanita Dagley*
Municipal Clerk

STATE OF ILLINOIS)
) SS:
COUNTY OF McLEAN)

I, JUANITA DAGLEY, do hereby certify that I am the duly qualified and acting City Clerk of the City of LeRoy, McLean County, Illinois, and as such City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

I do further certify that the foregoing is a true, correct and complete copy of an ordinance entitled:

**ORDINANCE APPROVING LICENSE AGREEMENT WITH
JEROME P. BOSSINGHAM.**

Said ordinance was adopted by the City Council of the City of LeRoy at a regular meeting on the _____ day of _____, 1993, and a faithful record of said ordinance has been made in the record books.

Dated this _____ day of _____, 1993.

X _____
City Clerk

(SEAL)