

## 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.

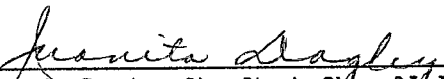
**IN WITNESS WHEREOF**, the Parties have executed this License Agreement or caused the same to be executed by their duly authorized representatives on the date above first written.

**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