

**Adjoining Landowner
Lake Lot License Agreement
for Recreational Use of City Land**

THIS SEASONAL LAKE LOT LICENSE AGREEMENT (“Agreement”) is made on the date last written below between the City of Hillsboro, an Illinois municipal corporation, whose address is 447 South Main Street, Hillsboro, Illinois 62049 (hereinafter, “Licensor” or “City”), and the “Licensee” who owns real estate :

Name(s) (collectively “Licensee”)

Postal/Mailing Address

Phone Number

Email Address

In consideration of the mutual promises herein contained, the parties agree as follows:

Section 1. Grants of Permission

In consideration of Licensee’s promises, Licensor gives permission, revocable and terminable as herein provided, to Licensee to enter on the land of Licensor described below for the purpose of using it for recreational purposes, including camping, all on the terms and conditions herein set forth. Licensee promises to comply and abide with all terms and conditions of this Agreement. Licensee further grants to the City and its employees, agents, and contractors during the term of this Agreement an irrevocable license for reasonable ingress and egress via Licensee’s adjoining real estate for purposes of accessing the lake lot(s) licensed herein to Licensee and inspecting, maintaining, and/or securing such lot(s) upon reasonable notice to Licensee.

Section 2. Description of Property & Term

The property of Licensor that Licensee is permitted to enter from January 1st to December 31st of the subject year is described as follows:

Identification of Lake Lot(s) (the “premises”)

Licensee acknowledges the title to Licensor to the above-described premises and agrees never to assail, resist, or deny title. Any disputes regarding the dimensions, measurements, or area of the lake lot(s) described herein shall be resolved by the Commissioner assigned responsibility of Lake Glenn Shoals (the “Commissioner”).

Section 3. Consideration; Fees

Licensee shall pay Licensor for each lot license the annual amount established

by Resolution of the City, payable in advance. All land that is used or improved by Licensee is subject to the fee. Effective January 1, 2025, the annual license fees for each lot are as follows and are not subject to pro-ration:

\$195.00 per 100' of lake frontage. (Lake lots are 100' wide by full depth to adjoining parcel line.) However, where the area exceeds 1 acre, fees shall be assessed per acre of lake lot, up to a maximum of \$1,950.00.

In the event of disagreement, the City's calculation of the fee shall prevail. No part of the license fee shall be refundable.

Licensee shall also post a one-time security deposit of Two Hundred Dollars (\$200.00), which may be refunded only upon non-renewal or termination of the license and only if Licensee has complied with this Agreement (including, but not limited to, Section 16, as determined following an inspection of the lot(s) by City personnel).

Section 4. Permission Not Exclusive

The permission granted by this Agreement is not exclusive to Licensee, and Licensee shall have the privilege under this license only of occupying such portion of the above-described premises as the Commissioner or designee shall from time to time designate and only from January 1st to December 31st of the subject year.

Section 5. Conflicts with Ordinances

In the event of conflict between this Agreement and any provisions of the Revised Code of Ordinances of the City of Hillsboro, Illinois (the "Code"), the Code will govern.

Section 6. Buildings or Structures; Storage Units

Licensee shall not erect or authorize the erection of buildings or structures on the above-described premises (including, but not limited to, cabins, docks, decks, patios, and pavilions) without first obtaining written approval from the Commissioner or designee and a permit as may be required by the Code. The City condition approval upon payment of an additional deposit in an amount reasonably determined to compensate the City for potential demolition, removal, and disposal. Any structures remaining on the lake lot(s) after termination of this Agreement may be removed by the City, and Licensee shall be responsible for any and all costs incurred by the City, including reasonable attorneys' fees and costs.

Electrical services on City property or to docks must comply with the National Electric Code and approved by the Commissioner or designee.

Any storage sheds placed on the lot(s) shall be anchored or weighted to resist flotation. The shed shall clearly display the lake lot number in 3" to 5" numerals on a vertical surface near the doorway and viewable from the shoreline. The storage shed shall not exceed 8' x 8' x 4'. Storage sheds shall be kept in good condition or removed from the lot at the end of the season or sooner upon the Commissioner's (or designee's) determination. The Commissioner (or designee) shall determine what "good condition" means on a case-by-case basis.

Refrigerators or freezers are not permitted for storage, and any such existing containers must be removed from the lot immediately.

Section 7. Protection of Timber

Licensee will not cut, mutilate, or injure, or permit any of Licensee's guests, invitees, or licensees to cut, mutilate, or injure any growing trees or shrubbery on the above-described premises of licensor larger than 3" diameter without express written permission of the Commissioner or designee.

Section 8. No Commercial Use or Nuisance

Licensee will not use the premises for commercial purposes and will not perform or permit any of Licensee's guests or invitees to perform any disorderly conduct or commit any nuisance on or from the premises or to use the premises in any way so as to interfere with the exercise by other licensees or permittees of privileges which Licensor may give them in the premises or adjoining properties or, more generally, any person's peaceful enjoyment of City properties or Lake Glenn Shoals. Licensee will not keep as a guest, invitee, or licensee any person deemed objectionable to Licensor's representative in charge of the above-described premises. By way of example, persons will be deemed objectionable if they are found to have engaged in conduct that a reasonable person would find to be indecent, profane, boisterous, unreasonably loud, abusive, violent, lewd, vulgar, or disorderly.

All junk, garbage, debris, and other waste shall be kept a reasonable distance from the shoreline and must be removed from the site weekly, at a minimum. Also, use of City dumpsters are intended for waste generated by recreational activities on and around the lakes and City property only. Licensees with lake lots adjoining residential property who are found to have used City dumpsters for residential waste may be subject to having their licenses revoked and, additionally, may be subject to being cited for violating City ordinances.

Section 9. Rules and Regulations

Licensee will comply with all City ordinances and all rules and regulations established by the City and shall be responsible for ensuring that Licensee's guests and invitees comply with all City ordinances and all rules and regulations established by the City. *Hillsboro's Lake Glenn Shoals Lake Lot Regulations* are attached hereto as "Exhibit A". The Commissioner is designated to resolve any disputes regarding compliance. If Licensee disagrees with the Commissioner's conclusion, Licensee may submit the issue in writing to the Mayor for review within five (5) calendar days of the Commissioner's decision.

Section 10. Indemnification

Licensee will exercise its privileges under this license at its own risk, and, regardless of any negligence of Licensor, Licensee will indemnify Licensor against all liability for damages, costs, losses, and expenses, including the City's reasonable attorneys' fees and costs, resulting from, arising out of, or in any way connected with, the occupation or use of the premises by Licensee, or the licensees, invitees, or guests

of Licensee, or the failure on the part of Licensee to perform fully any and all Licensee's promises, obligations, or duties under this Agreement. Licensors will not be liable to Licensee if, for any reason, Licensee's occupation or use of the premises under this Agreement is hindered or disturbed.

Section 11. Taxes; Liens

Licensees shall pay any taxes and assessments that may be imposed or levied on Licensors's property or anyone claiming under Licensee on the premises and shall keep the premises free and clear of any mechanics' or materialmen's liens for labor performed or materials furnished at the instance or request of Licensee or anyone claiming under Licensee.

Section 12. Privilege Not Assignable

Licensee's privileges under this license shall not be assignable by Licensee in whole or in part.

Section 13. Termination

Licensors and Licensee each reserves the right to terminate the permission given here at any time by providing the other party at least thirty (30) written notice of termination, except that Licensors may, at its election, terminate the permission and this Agreement immediately at any time if Licensee shall fail to comply with or abide by each and all of the provisions of this Agreement or keep any or all Licensee's promises made under this Agreement. Waiver by Licensors of any breach of any term or provision under this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision of the Agreement.

If the licensee sells or transfers ownership of the adjoining property/parcel and is no longer the titled owner, this Agreement shall automatically terminate, and the then current adjoining landowner shall be required to enter into a separate agreement with the City (see Section 12).

Section 14. Renewal; Inspections

The license pursuant to this Agreement may be renewed annually, in the City's sole and absolute discretion. In determining whether to renew the license, the City will consider all relevant factors, including, but not limited to: (1) whether the Licensee has complied with all ordinances, rules, and regulations as set forth by the City, (2) whether all applicable fees required by the City of Hillsboro have been timely paid, and (3) whether Licensee has used the lot(s) for at least five consecutive years.

If Licensee wishes to renew, the appropriate license fee is due January 1st of each year; a \$50 late fee shall apply if not paid by January 15th. If the fee is not paid by February 1st, the license shall terminate, and the lot shall be forfeited and made available to others.

Inspections of the lots will be performed at the City's discretion. Licensees will be contacted regarding any issues pertaining to the lot(s) and granted 7 days to remedy any issues identified. If the lot is not brought into compliance within 7 days, the City reserves the right to terminate the license without refund.

Section 15. Notice

Any notice to Licensee under this license shall be sufficient if served on Licensee personally, via email to the email address provided by Licensee, by mail, or posted on the premises. Notice shall be deemed served on the date of personal service, emailing, or posting. If mailed to Licensee directed to Licensee’s last known address, notice shall be deemed served on the business day next following the day of mailing. Licensee shall be solely responsible for ensuring that the City has current and up-to-date contact information.

Section 16. Removal of Property

On revocation, surrender, or other termination of the permission given here, Licensee will quietly and peacefully surrender the portion of the premises occupied by Licensee in as good condition as the property was at the time of Licensee’s entry on it. Licensee will remove all personally property, junk/debris, fixtures, equipment, and other things placed by Licensee on the premises under this license, and, if Licensee fails to do so, Licensor will have the right to conduct removal at Licensee’s expense. Licensee will pay to licensor on demand the removal expense, and, if Licensor so elects, it will have the right to take possession of and appropriate to itself without payment any property of Licensee, or anyone claiming under it, then remaining on the premises.

Section 17. Joint Licensees

If Licensee is two or more persons, then the obligations of Licensee shall be their joint and several obligations, and notice given to one of them shall be deemed notice to all.

Licensee: _____ Date: _____

Licensee Driver’s License/State ID #: _____

Licensee address: _____

Alternate or emergency contact name: _____

Alternate or emergency contact telephone number(s): _____

*Any updates to the contact information provided by Licensee herein shall be promptly submitted to the City via email to cityhall@hillsboroillinois.net.

Approved: _____ Date: _____
City of Hillsboro

By: _____
Printed name

“Exhibit A”

Lake Glenn Shoals Lake Lot Rules and Regulations

1. **Applicability.** These Rules and Regulations apply to all persons who are not subject to an *Adjoining Landowner Seasonal Lake Lot License Agreement for Recreational Use of City Land*. In the event of conflict between these Rules and Regulations and any provisions of the Revised Code of Ordinances of the City of Hillsboro, Illinois (the “Code”), the Code will govern.
2. **Season Defined.** The “season” is from March 15th to October 31st of each year, except for adjoining landowners, for whom the “season” is the calendar year (January 1st to December 31st).
3. **Check-out.** The license expires each year at the end of the season. All “Licensees” (as defined and identified in the applicable *Seasonal Lake Lot License Agreement for Recreational Use of City Land*) must remove personal property from their lot by the season’s end unless such lot is in compliance with each of these Rules and Regulations.
4. **Inspections.** Inspections of the lots will be performed at the beginning and end of each season. Licensees will be contacted regarding any issues pertaining to the lot and granted 7 days to remedy any issues identified. If the lot is not brought into compliance within 7 days, the City reserves the right to terminate the license without refund.
5. **Post-Season Items Allowed.** The only personal items allowed to remain on the lot outside of an approved storage container (see paragraph 5) after the end of the season are:
 - a. a picnic table;
 - b. one cord of firewood, which shall be stored neatly stacked no less than 6 inches off the ground and along the boundary of the lot that is farthest away from the shoreline; and
 - c. Tent pads, decks, and docks in excellent condition.
6. **Storage of Items.**
 - a. **Storage Sheds.** One storage shed is permitted. Any personal property left on the lot after the season (other than anything identified in paragraph 5) must be removed from the lot or stored in the storage shed. This includes temporary cabins, frames for shade, patios, tents, and other structures. The City is not responsible for any personal property left on the lot after the end of the season. If the license is not renewed the following year for any reason, any property left on the lot shall be considered abandoned, and the City will dispose of it.
 - b. **Strictly Prohibited Items.** No flammable, explosive, or toxic material may be left on the lot, whether in a storage shed or not.
 - c. **Non-Compliance; Penalties.** Any and all items left on the lot after the end of the season and not in compliance with these Rules and Regulations may be removed and discarded by the City, in which case any deposit will then be forfeited, and the City may refuse to renew the license for the following season.
7. **Colors.** Wooden docks, pads, storage sheds, and other wooden accessories that are painted must be a dark shade of green, brown, or gray that is compatible with the surroundings. Wood may be left natural. Any tarp or tarpaulin or cover utilized on any lot, not including tents, shall be tan, gray, or natural color. Bright colored materials, such as red, yellow, silver, gold, or blue, are not permitted on the lots for any use.

8. **Signs; Banners; Flags.** Signs, banners, and flags, other than those placed or erected by the City or other government agency, are prohibited on all lake lots. This prohibition extends to any device, display, or structure that is visible from a public place that has words, letters, figures, designs, symbols, logos, illumination, or projected images, regardless of whether the sign, banner, or flag is constructed of cloth, canvas, vinyl, paper, plywood, fabric, plastic, or other lightweight material; regardless of whether permanently installed in the ground or permanently affixed to a building or structure; regardless whether attached on one side to a flagpole and designed to flow in the wind; and regardless of whether applied to or suspended from the exterior or interior of a window if its message can be read from a public place.

9. **Docks.** Boat docks must comply with the City Code (see Ordinance No. 1797). No pontoons may be used as docks or flotation of docks. Any unused dock, pieces of dock, and unused dock poles must be removed from the lake and lake lot. Construction or improvements to a dock require a permit approved by the Lake Superintendent.

10. **Structures.** Any structures, including frames for structures, shall be removed from the lot at the end of the season. Any currently existing structures or wooden pads permanently secured may be allowed to remain after the season if approved by the Lake Superintendent upon inspection. Any new structures shall not exceed 625 square feet, shall not exceed one-story, and shall not have concrete floors; provided, however, that posts may be set in concrete.

11. **Mowing.** Camping lots must be mowed grass height maintained at 8-inches or less.

12. **Lot Numbers; Site Locations.** Lot number signs have been erected by the City. If the sign becomes damaged or missing, the Licensee will be responsible for the cost of replacement of the sign. Signs shall be placed at the southernmost border of the lot. Questions about placement may be directed to the Lake Superintendent. Lot locations are as designated by the City and cannot be altered. Any Licensee or guest of a Licensee determined to have moved or removed any boundary posts may result in termination of the lot license.

13. **Guests; Invitees.** The Licensee will be held responsible for the actions of their guests, invitees, and/or visitors. Any guests, invitees, or visitors determined to have not complied with these Rules and Regulations or violated any City ordinance may result in termination of the lot license. Guests shall not be allowed to remain on the lot for more than 24 hours without the Licensee present.

14. **Pets.** All pets must be confined to the licensed lot, away from neighboring lot lines, and kept quiet as to not disturb the peace. Pet owners must follow all State laws and City ordinances regarding owner's duties and animal rights.

For a complete list of ordinances pertaining to Glenn Shoals Lake, please refer to Chapter 31 of the City of Hillsboro's Revised Code of Ordinances, available on the City's website: hillsboroillinois.net.

I certify that I have reviewed the above-listed and approved rules and regulations for lake lot use on Glenn Shoals Lake and agree to abide by those rules and regulations.

Licensee: _____

Email: _____

Date: _____