



LAKE COUNTY FOREST PRESERVES
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Preservation, Restoration, Education and Recreation

DATE: July 31, 2017

TO: Craig Taylor, Chair
Operations Committee

S. Michael Rummel, Chair
Finance Committee

Agenda Item # 9.2

FROM: Mike Tully
Chief Operations Officer

RECOMMENDATION: Recommend approval of an Ordinance approving a five (5) year License Agreement with Brushwood Center at Ryerson Woods (“Brushwood”) for the occupation and use of the Brushwood Home and grounds (“the Building”) at Edward L. Ryerson Conservation Area.

STRATEGIC DIRECTION SUPPORTED: Organizational Sustainability

FINANCIAL DATA: The District will receive an initial license fee of \$1,900 per month. This fee will increase by 2.5% annually.

BACKGROUND: In 2007, the District entered into a 20-year license agreement with the Friends of Ryerson Woods, now known as Brushwood Center at Ryerson Woods (“Brushwood”), for the use of the building at Edward L. Ryerson Conservation Area (the “Building”). It was Brushwood’s intent that the license fee payable under the 2007 agreement would be offset by certain credits provided for under that agreement – specifically, credits for (i) funds spent by Brushwood on completing major improvements to the Building according to plans approved by the District Board of Commissioners and (ii) funds granted to the District for environmental education programming. Although planning began on the renovations, and some funds were granted to support District education programs, Brushwood has not made substantial capital improvements to the Building.

The new agreement that would be approved by the attached ordinance replaces the existing agreement and simplifies the terms. It allows Brushwood to continue to occupy and use the Building to provide public programming focused on nature and environmental education. It sets a reasonable monthly license fee, without any credits for services, improvements, or programming. Staff has learned with the existing agreement that such credits can be difficult to monitor and verify (and, in fact, under the current 2007 agreement, there have been disagreements between Brushwood and the District as to which expenditures by Brushwood qualify, or do not qualify, for credits). It also clearly states that Brushwood will be responsible for the routine annual maintenance of the Building, while the District will continue to maintain the structure and major systems. While improvements to the Building are allowed under this new agreement, Brushwood will have no obligation to undertake any such project.

Broadly, the major terms of this new agreement also include the following:

- The new agreement terminates the old agreement, along with any and all obligations and fees due from the previous agreement.
- The term of the agreement is 5 years, with 5 possible renewals (at Brushwood’s option) of 5 years each.
- Brushwood is responsible for 100% of utilities as well as routine maintenance and repairs.
- District is responsible for the major building structure and infrastructure.
- Renovations and improvements to the Building by Brushwood, at their sole cost, are allowed with prior District review and approval.
- District may terminate the agreement if major repair to the building is too costly and Brushwood does not elect to, and raise the funds to, make such repair itself.

REVIEW BY OTHERS: Executive Director, Director of Facilities, Director of Finance, Corporate Counsel.

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR AUGUST MEETING
AUGUST 8, 2017**

MADAM PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

You **OPERATIONS** and **FINANCE COMMITTEES** present herewith “an Ordinance approving a Building Use and Management License Agreement with Brushwood Center at Ryerson Woods” and requests its approval.

OPERATIONS COMMITTEE:

Date: 7/31/17 Roll Call Vote: Ayes: _____ Nays: _____
 Voice Vote Majority Ayes; Nays: 0

FINANCE COMMITTEE:

Date: 7/31/17 Roll Call Vote: Ayes: _____ Nays: _____
 Voice Vote Majority Ayes; Nays: 0

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**AN ORDINANCE APPROVING A BUILDING USE AND MANAGEMENT LICENSE
AGREEMENT WITH BRUSHWOOD CENTER AT RYERSON WOODS**

WHEREAS, the Lake County Forest Preserve District (the "District") previously entered into a license agreement with Brushwood Center at Ryerson Woods f/k/a Friends of Ryerson Woods (the "Licensee") dated March 13, 2007 (the "Existing Agreement") for the use and management of the Brushwood building at Ryerson Woods Conservation area; and

WHEREAS, the District and Licensee desire to terminate the existing Agreement and enter into a new Building Use and Management License Agreement in substantially the form attached hereto (the "License Agreement"); and

WHEREAS, the License Agreement terminates the Existing Agreement, along with any and all obligations and fees due from the Existing Agreement; and

WHEREAS, pursuant to Section 7b of the Downstate Forest Preserve District Act, 70 ILCS 805/7b, the District is authorized to issue licenses for any activity reasonably connected with the purposes for which the District was created; and

WHEREAS, the Licensee's mission, which is to promote "the importance of nature for nurturing personal and community well-being, cultivating creativity and inspiring learning" and to "honor the legacy of those who came before us on this land and champion a region where people will care about and for nature", is reasonably connected with the purposes for which the District was created; and

WHEREAS, it is in the best interest of the District to approve and enter into the License Agreement in substantially the form attached hereto;

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

Section 1. Recitals. The recitals set forth above are incorporated as part of this Ordinance by this Reference.

Section 2. Approval of License Agreement. The License Agreement is hereby approved in substantially the form attached hereto. The President and Secretary of the District are hereby authorized and directed to execute and attest to, on behalf of the District, the License Agreement in substantially the form attached hereto.

Section 3. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this _____ day of _____, 2017

AYES:

NAYS:

APPROVED this _____ day of _____, 2017

Ann B. Maine, President
Lake County Forest Preserve District

ATTEST:

Julie A. Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

LAKE COUNTY FOREST PRESERVE DISTRICT BUILDING USE AND MANAGEMENT LICENSE AGREEMENT

This Building Use and Management License Agreement (this "Agreement") is made as of the 1st day of January, 2017 (the "Effective Date") and is by and between the **LAKE COUNTY FOREST PRESERVE DISTRICT**, an Illinois unit of local government and a political subdivision, organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/01 *et seq.*, with its principal office located at 1899 West Winchester Road, Libertyville, Illinois 60048 (the "District"), and **BRUSHWOOD CENTER AT RYERSON WOODS**, an Illinois not-for-profit corporation, formerly known as "Friends of Ryerson Woods," organized and existing under the General Not For Profit Corporation Act of 1986, 805 ILCS 105/101.01 *et seq.* ("Licensee").

NOW, THEREFORE, in consideration of the recitals and the mutual covenants and agreements set forth below, the parties do hereby agree as follows:

SECTION 1. RECITALS.

A. The District holds fee simple title to that certain parcel of land commonly known as the Edward L. Ryerson Conservation Area, a 564-acre forest preserve that is held by the District to protect its natural and historical resources, is used by the District for public environmental education and nature-based outdoor recreation purposes, includes lands dedicated as an Illinois Nature Preserve and lands and buildings listed on the National Register of Historic Places, and is generally depicted on Exhibit A attached to and, by this reference, made a part of this Agreement (the "Subject Property").

B. The Subject Property includes an existing building owned by the District, commonly known as "Brushwood," and located at 21850 North Riverwoods Road, Deerfield, Illinois 60015, which is on the National Register of Historic Places, and which is generally depicted on Exhibit A (the "Building").

C. Licensee is a not-for-profit corporation, recognized under Section 501(c)(3) of the Internal Revenue Code, which raises funds solely for charitable purposes of benefit to the public, as distinct from commercial purposes.

D. Licensee's mission is to promote "the importance of nature for nurturing personal and community well-being, cultivating creativity and inspiring learning" and to "honor the legacy of those who came before us on this land and champion a region where people will care about and for nature" ("Licensee's Mission").

E. Licensee currently holds a non-exclusive license for the use of the Licensed Premises (as defined in Section 1.F) pursuant to a Building Use and Management License Agreement made as of April 1, 2007 (the "Existing Agreement") by and between the District and Licensee.

F. Licensee desires to use the Building, those areas adjacent to the Building depicted in Exhibit A as the "Grounds" and all District Furniture and Fixtures (as defined in Section 7) (the Building, the Grounds, and the District Furniture and Fixtures shall be referred to herein

collectively as the "Licensed Premises") for services, programs, and activities that support Licensee's Mission and that provide educational, cultural, and recreational opportunities to the people of Lake County and the general public, all in accordance with this Agreement. The "Licensed Premises" shall not include any areas of the Subject Property other than those areas specifically identified on Exhibit A (and shall expressly exclude those areas of the Subject Property used for film and theater events.)

G. The District desires to license the Licensed Premises to Licensee so that Licensee may provide services, programs, and activities within the Licensed Premise that further Licensee's Mission and the District's goals of protecting the Subject Property's natural and historical resources, and providing educational, cultural, and recreational opportunities to the people of Lake County, all in accordance with this Agreement.

SECTION 2. EFFECT ON EXISTING AGREEMENT. Upon the execution and delivery of this Agreement by both parties (i) the Existing Agreement and all of the District's and Licensee's rights and obligations thereunder shall terminate; (ii) the District waives and releases any and all claims that it has against Licensee arising under the Existing Agreement, including without limitation, monies due or claimed to be due under or relating to the Existing Agreement; and (iii) Licensee waives and releases any and all claims that Licensee has against the District arising under the Existing Agreement.

SECTION 3. LICENSE GRANTED; TERM. The District hereby grants to Licensee, and Licensee hereby accepts from the District, a non-exclusive license for the use of the Licensed Premises (the "License") for a term of five (5) years, beginning January 1, 2017 and ending at 11:59 p.m. on December 31, 2022, (the "Initial Term"), and for any "Renewal Period" defined in, and exercised by Licensee pursuant to, Section 14 (the Initial Term and any Renewal Period are, collectively, the "Term"). Although the License granted to Licensee hereunder is a non-exclusive license, the parties agree that the District shall not grant any licenses to any other party for the use of the Building or permit the use of the Building by any other party, unless mutually agreed to by the District and the Licensee.

SECTION 4. LICENSE FEE.

A. Base Monthly License Fee. Each month, Licensee shall pay to the District a license fee equal to (i) \$1,900 for the period beginning on the Effective Date and ending on December 31, 2017, which Licensee will pay on the Effective Date and (ii) the applicable "Base Monthly License Fee" set forth in the schedule attached as Exhibit B and by this reference made a part of this Agreement, which Licensee will pay on the tenth (10th) day of each month.

B. Additional Annual License Fee.

i. Calculation of Additional Annual License Fee. On January 1 of each year, Licensee shall pay to the District an additional license fee equal to the "Net User Fees" (as defined in Section 4.B) received by Licensee during Licensee's prior fiscal year (July 1 to June 30) (rounded to the nearest dollar) multiplied by the "Applicable Percentage" or "Applicable Percentages" identified in the following table (the "Additional Annual License Fee," which, collectively with the Base Monthly License Fee, is the "License Fee").

Net User Fees	Applicable Percentage
First \$250,000	0%
Net User Fees received in excess of \$250,000 but	1%
Net User Fees received in excess of \$500,000 but	2%
Net User Fees received in excess of \$750,000 but	3%
Net User Fees received in excess of \$1,000,000	4%

To illustrate: (i) if the Net User Fees are \$200,000 the Additional Annual License Fee is \$0 ($\$200,000 \times 0\% = 0$); (ii) if the Net User Fees are \$275,000, the Additional Annual License Fee is \$250 ($1\% \times (\$275,000 - \$250,000) = \250); and (iii) if the Net User Fees are \$600,000, the Additional Annual License Fee is \$4,500 ($(1\% \times (\$500,000 - \$250,000) = \$250) + (2\% \times (\$600,000 - \$500,000) = \$2,000)$).

ii. Payment Upon Expiration. Following the expiration or earlier termination of this Agreement, Licensee shall pay to the District any Additional Annual License Fee that is due and owing from the Net User Fees received by Licensee during the final year, or partial year, of the Term, no later than January 1 of the year following the year in which the audited financial statements have been prepared for such final year or partial year.

iii. Definition of Net User Fees. "Net User Fees" means all money or other consideration, including without limitation catering fees, paid or provided to Licensee by any person or entity (other than a non-profit organization with recognized tax exempt status under Section 501(c)(3) of the Internal Revenue Code) for use of the Licensed Premises in connection with an event unrelated to the Licensee's Mission, including without limitation weddings and corporate events, provided, however, the parties agree that fundraising events that are held on the Licensed Premises in order to raise funds to support Licensee's mission shall not be subject to Net User Fees under this Agreement.

iv. Statement. On January 1 of each year, Licensee shall submit a statement to the District's Executive Director itemizing its calculation of (i) Net User Fees, based on Licensee's audited financial statements for the prior fiscal year and (ii) the Additional Annual License Fee, if any.

SECTION 5. UTILITIES AND SERVICES.

A. Licensee's General Obligations. Licensee shall be responsible for obtaining, and for paying 100% of service charges for (i) natural gas, water, electric, and fuel services for the Building (the charges for which will be determined by the meters for such services); (ii) garbage collection/recycling, septic tank maintenance, and (if desired by Licensee) cable television services for the Building (which Licensee shall contract for separately); and (iii)

all other services not identified in this Section 5 associated with the occupancy and use of the Building. The District shall obtain fire alarm monitoring and testing services and security alarm monitoring and testing services for the Building and obtain from the contractor for such services an invoice that itemizes separately the charges for the Building. Licensee shall reimburse the District for the amount of such itemized charges promptly upon receipt of an invoice showing such itemized charges.

B. Internet and Telephone Services. The District will provide the Licensee with access to the District's internet connection infrastructure and telephone service, without voicemail, until August 31, 2017. The District will provide access to and use of the existing network Hewlett-Packard switch and current Building wiring to Licensee for its network conversion. On and after September 1, 2017, Licensee shall be responsible for securing, and for paying 100% of the charges for, telephone and internet services for the Building. No later than October 1, 2017, Licensee will return to the District the five District-owned Avaya 1120E telephones currently in use at the Building.

SECTION 6. USE OF THE LICENSED PREMISES.

A. Licensee's General Rights. Licensee may use the Licensed Premises only for purposes that further and are consistent with Licensee's Mission, including the operation of Licensee's offices.

B. Large Events. Licensee shall not hold any program or event that is anticipated to have over 100 participants, or that is otherwise anticipated to utilize a significant proportion of the public parking lot located within the Subject Property and south of the Building, unless Licensee has first obtained approval by the District of such event, at least thirty (30) days prior to the event, which approval shall not be unreasonably withheld or delayed.

C. Hours of Operation. Licensee may use the Licensed Premises during hours of operation that have been approved in advance and in writing by the District's Executive Director, which approval shall not be unreasonably withheld or delayed.

D. Fees for Programs. Upon the District's request, fees for programs and use of the Licensed Premises made available by the Licensee to the public shall be subject to review and comment by the District's Executive Director.

E. Licensee's Staff. Licensee shall maintain a staff that is adequate to operate the Licensed Premises and administer Licensee's Mission in a professional, efficient, courteous, and orderly manner. Licensee shall require its staff to conform to all applicable current and future District rules, regulations, and requirements. The District reserves the right to conduct a background check on any member of Licensee's staff. However, the District will have no right to directly control or supervise Licensee's employees or the operative details of their work.

F. Signage and Advertising. Licensee shall design, install, and maintain a sign on or within the Licensed Premises that identifies the Licensed Premises as being operated by Licensee in cooperation with the District. The location and design of such sign shall be mutually agreed upon by the parties. Licensee shall not maintain any other signs visible outdoors on the Licensed Premises without the consent of the District's Executive Director. If Licensee

requests that the District fabricate, install, or remove signs or banners that further Licensee's Mission, the District may do so, at its discretion, and upon the proper approvals stated above. In such cases, Licensee shall pay, upon receipt of an invoice therefor, the cost of any materials and the value of any staff time associated with the fabrication, installation and/or removal of the signs or banners.

G. Prohibited Uses. Licensee shall not permit the Licensed Premises to be used for any unlawful purpose or in any manner that will unreasonably disturb visitors to the Licensed Premises or the Subject Property or other members of the public.

H. Use of District Property Outside Licensed Premises. Licensee shall not use District property outside the Licensed Premises for programs or events or in any other manner, except (i) to the extent allowed by the District for use by the general public or (ii) pursuant to a permit or separate license issued by the District.

I. Service of Liquor. If Licensee distributes, sells, serves, or furnishes alcoholic beverages within the Licensed Premises, it shall do so only in accordance with all applicable state and local laws, including any laws requiring Licensee to obtain a liquor license. Licensee shall not allow liquor to be served, distributed, sold, or furnished on the Licensed Premises by any third party, except pursuant to a User Agreement as set forth in Section 23.

SECTION 7. FURNITURE AND FIXTURES. No later than December 31, 2017, Licensee shall submit to the District an inventory of all furniture, fixtures, decorations, art, books, and supplies owned by Licensee within the Licensed Premises (the "Licensee Furniture and Fixtures"). The District shall review the inventory and the parties will cooperate in good faith to attempt to agree on the inventory (the "Agreed Inventory"). Licensee shall be deemed to own all Licensee Furniture and Fixtures identified in the Agreed Inventory and, upon termination of this Agreement for any reason (including expiration of the Term), Licensee may remove the Licensee Furniture and Fixtures, provided that Licensee shall repair all damage caused by said removal at Licensee's sole cost and expense, which obligation shall survive the expiration or earlier termination of this Agreement. All other furniture, fixtures, decorations, art, books, and supplies within the Building that are not included as Licensee Furniture and Fixtures in the Agreed Inventory, will be deemed "District Furniture and Fixtures" owned by the District, which may not be removed by Licensee from the Licensed Premises. If Licensee acquires additional furniture, fixtures, decorations, art, books, and supplies during the Term, it will notify the District in writing and the parties shall cooperate in good faith to attempt to update the Agreed Inventory to reflect any additional Licensee Furniture and Fixtures.

SECTION 8. RENOVATION AND IMPROVEMENTS TO BUILDING AND GROUNDS. Licensee may make improvements to the Licensed Premises at its sole cost, but only (i) with prior, express, written approval by the District's Executive Director for any such improvements which approval may be withheld in the District's sole and absolute discretion ("Approved Work") or (ii) Major Repair Work in accordance with Section 16.B.ii. Notwithstanding the foregoing to the contrary, the District shall not unreasonably withhold its consent to improvements to the Licensed Premises which are strictly cosmetic in nature, do not affect the structure or systems of the building, and do not require a permit.

SECTION 9. MAINTENANCE OF THE BUILDING AND GROUNDS.

A. Licensee's Maintenance Work; District's Remedy. Licensee shall, in accordance with all applicable federal, state and local laws, ordinances, rules and regulations (collectively, "Laws") (i) maintain the indoor areas of the Building in a good operating, clean, and healthful condition, which maintenance will include without limitation cleaning floors and carpets, washing windows, and maintaining interior painted surfaces in good condition; (ii) provide annual inspection and preventative maintenance of HVAC and septic systems by a qualified contractor or service provider, including annually pumping out the septic tanks and grease trap serving the Building; (iii) make small, non-structural repairs to the Building (such as repairing a broken window pane); (iv) provide monitoring and testing services for security and fire alarms, including annual inspection, recharging and certification of fire extinguishers; (v) maintain the Grounds by picking up litter, caring for landscaped beds and gardens, and maintaining the courtyard; and (vi) clean and remove snow from the Building's porches and stairs ("Licensee's Maintenance Work"). In addition to the District's rights under Section 16.A, if Licensee fails to properly perform Licensee's Maintenance Work within five (5) days after written notice from the District, the District may (but shall in no event be obligated to) perform such Licensee's Maintenance Work, and Licensee shall reimburse the District in full for the cost thereof (including both out of pocket costs and the value of any District staff time) within seven (7) days after Licensee receives an invoice for such costs from the District. Licensee shall not make, permit or allow any additions or improvements to or alterations of the Licensed Premises, except for Approved Work as specified in Section 8 above

B. Delivery of Licensed Premises upon Expiration. At the expiration of the Term, or the earlier termination of this Agreement, Licensee shall deliver the Licensed Premises to the District in a condition that is as good as or better than the condition of the Licensed Premises as of the Effective Date, ordinary wear and tear excepted.

C. District's Repair Work. The District shall (i) repair, as necessary (a) the water, electrical, natural gas, HVAC, and septic systems for the Building (the "Systems"); (b) the structural elements of the Building (a "Structural Element"), such as the roof, the foundation, and the exterior walls (unless the District serves a District Termination Notice in accordance with Section 16.B.i, in which case the District will have no such obligation); and (c) the Building's exterior, including the Building's window frames, doors, porches, and steps (each repair to a System, Structural Element, or Building exterior is a "District Repair"); (ii) maintain the Grounds, by mowing the grass areas of the Licensed Premises and removing snow from the parking lot that serves, and the paths leading to, the Building; and (iii) as necessary, paint the exterior of the Building.

SECTION 10. CONDITION OF BUILDING. Licensee has inspected the Licensed Premises prior to signing this Agreement and accepts the Licensed Premises in "as is" condition. The District hereby expressly makes no warranty as to the habitability of the Licensed Premises, or any other express or implied warranties as to any other conditions, which may or may not exist on the Licensed Premises.

SECTION 11. HAZARDOUS MATERIALS. Licensee (i) shall comply with all Laws that prohibit, restrict, or regulate any material defined therein as a hazardous, radioactive, toxic or

carcinogenic material, substance, pollutant, or contaminant (collectively, "Hazardous Materials") in the use of the Licensed Premises; and (ii) shall not, and shall not permit any person to, handle, bury, store, retain, refine, produce, spill, allow to seep, leak, escape or leach, pump, pour, emit, empty, discharge, inject, dump, transfer or otherwise dispose of or deal with Hazardous Materials in, on, under, or about the Licensed Premises.

SECTION 12. LIMITATION OF LIABILITY. The District shall not be liable or responsible for any damage arising from or related to (i) Licensee's failure to properly perform Licensee's Maintenance Work; (ii) the Systems, or any defect, failure, or other condition of a System; (iii) water, snow or ice being upon or coming through the roof, skylight, trap door or otherwise; or (iv) acts, omissions, or neglect of owners or occupants of adjacent or contiguous property.

SECTION 13. INSURANCE. Licensee shall maintain, at all times during the Term, the insurance coverages and minimum limits set forth in this Section 13. All insurance policies shall be issued from insurance companies holding at least an "A5" or better rating as rated by A.M. Best Company. All policies shall name the District as an additional insured.

A. Worker's Compensation. Licensee shall maintain workers' compensation and employer's liability insurance with limits of not less than that required by applicable statute. Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive General Liability: Licensee shall maintain comprehensive general liability ("CGL") insurance with limits of not less than:

(1) General Aggregate: \$2,000,000

(2) Bodily Injury:
a. \$ 2,000,000 - per person
b. \$ 2,000,000 - per occurrence

(3) Property Damage:
a. \$ 2,000,000 - per occurrence
b. \$ 2,000,000 - aggregate

(4) Other Coverages:

- Premises/Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover all indemnity provisions of the contract)

Bodily Injury and Property Damage "X", "C", and "U" exclusions shall be deleted

All employees shall be included as insureds. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Agreement, with coverage written on an "occurrence" basis.

C. Dram Shop Insurance. If Licensee distributes, sells, serves, or furnishes alcoholic beverages, Licensee shall obtain liquor liability and Dram Shop liability coverage with a limit not less than \$1,000,000 per occurrence.

D. Umbrella Policy. The required coverages may be in any combination of primary, excess and umbrella policies. Any excess or umbrella policy must provide excess coverage of underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

E. Evidence of Insurance. Licensee shall, within ten (10) days after execution and delivery of this Agreement by Licensee and, thereafter, within ten (10) days after receipt of a request from the District, furnish the District with certificates of insurance acceptable to the District and, if requested by the District, applicable policy endorsements executed by a duly-authorized representative of each insurer, evidencing compliance with the insurance requirements of this Section 13.

SECTION 14. RENEWAL. If Licensee (i) has substantially complied with its obligations under this Agreement during the Term; and (ii) is not in Default of this Agreement under Section 16.A below, Licensee may renew the Term, upon the terms and conditions contained herein, for five (5) additional periods (each, a "Renewal Period") of five (5) years each by providing the District with written notice of such intent not more than twelve (12) months and not less than nine (9) months before expiration of the Term, including any Renewal Period. If Licensee fails to timely provide the District with such written notice, then Licensee will have no renewal rights, the parties acknowledging that time is of the essence with respect to Licensee's delivery of such notice.

SECTION 15. HOLDING OVER. If Licensee retains possession of the Licensed Premises or any part thereof after the date upon which the Term expired or this Agreement otherwise terminated (the "Expiration Date"), the District shall send to Licensee, at the District's option, within thirty (30) days after the Expiration Date, either (i) a notice or other writing stating the District's intention to recover possession of the Licensed Premises under the Illinois Forcible Entry and Detainer laws (735 ILCS 5/9-101, *et seq.*), any successor or applicable statutes, or any applicable common law doctrine (an "Eviction Notice") or (ii) a written notice (a "Holdover Notice") that such holding over constitutes either (a) an extension of the Term for one (1) year, and from year to year thereafter, during which, each year Licensee shall pay (I) a Base License Fee equal to 125% of the Base License Fee payable as of the Expiration Date and (II) an Additional Annual License Fee calculated in accordance with the table in Section 4.A, or (b) an extension of the Term on a month-to-month basis, during which, each month Licensee shall pay (I) a Base License Fee equal to 150% of the Base License Fee payable as of the Expiration Date and (II) an Additional Annual License Fee calculated in accordance with the table in Section 4.A. If the District does not timely serve an Eviction Notice or a Holdover Notice, then the District will be deemed to have sent a Holdover Notice selecting an extension of the Term on a month-to-month basis, with License Fees payable as set forth above.

SECTION 16. TERMINATION.

A. District's Right to Terminate for Default. If, at any time during the Term (i) Licensee fails to comply with or fulfill any of the terms or conditions of this Agreement, including without limitation failure to complete any of its obligations or failure at any time to timely pay any License Fee or other amounts due to the District under this Agreement (each, a "Default"); and (ii) Licensee fails to remedy such Default within 30 days after receiving written notice thereof (or if such Default cannot reasonably be remedied within such 30-day period, if Licensee fails to remedy such Default within such additional time that may be reasonably necessary, assuming that Licensee is exercising due diligence in attempting to remedy such Default as soon as reasonably possible), then the District shall have the right, but not the obligation, to terminate this Agreement.

B. District's Right to Terminate for Major Repair; Licensee's Election to Perform Major Repair.

i. District Termination Notice. The District may terminate this Agreement on at least thirty (30) days' notice (a "District Termination Notice") if the District determines that one or more District Repairs to Structural Elements are required and (i) will have a cost that, in the District's sole discretion, is excessive in light of the District's other present and future capital improvement needs; or (ii) will have a cost that is at least 25% of the value of the Building (collectively, a "Major Repair"). If the District sends a District Termination Notice, the District will not be required to perform the Major Repair, or any other District Repairs to the Building or Licensed Premises or provide to Licensee any other building or location for Licensee to use.

ii. Licensee's Election to Perform Major Repair. If the District sends a District Termination Notice to Licensee, Licensee may, within 30 days after receipt, send the District a written notice ("Licensee Repair Notice") that Licensee shall, at its own cost: (i) stabilize the Building as necessary for continued operations prior to performing the necessary Major Repairs; and (ii) perform the necessary Major Repairs itself. Any termination pursuant to the District's Termination Notice (i) will be tolled only if and to the extent that (a) Licensee sends a timely Licensee Repair Notice and (b) Licensee commences the Major Repairs within 180 days after it receives the District Termination Notice, and (ii) will be deemed rescinded by the District if Licensee completes the Major Repairs within one year after it receives the District Termination Notice; otherwise, this Agreement will terminate as provided in the District Termination Notice. If Licensee sends a Licensee Repair Notice, Licensee may conduct fundraising efforts to raise funds to pay for the Major Repairs, but the District is not obligated to participate in any fundraising efforts. Further, the District is not required to participate in the Major Repairs, except that it shall, to the extent necessary and at no cost to it, execute any permits for the Major Repairs that require its consent

C. Reversion of Rights. If this Agreement is terminated pursuant to this Section 16, all rights granted to Licensee hereunder shall immediately revert to the District, and the District shall immediately upon such termination have the full right to re-license the Licensed Premises or to use the Licensed Premises in any manner whatsoever.

SECTION 17. INDEMNIFICATION.

A. Licensee's Obligations. Except to the extent attributable to the negligence or intentional acts or omissions of the District or its commissioners, officers, agents, or employees, Licensee shall hold harmless, indemnify and defend the District, its commissioners, officers, agents, attorneys and employees against any and all losses, expenses, claims, costs, causes and damages, including without limitation litigation costs and attorneys' fees, on account of (i) any failure on the part of Licensee to perform or comply with any terms or conditions of this Agreement, or (ii) any personal injuries or death or damages to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the License granted herein or the use of the Licensed Premises by Licensee (collectively, "Claims"), including without limitation, Claims related to Section 11 above or otherwise related to Laws concerning Hazardous Materials. The obligations of Licensee pursuant to this Section 17 shall not be limited by the amounts of any insurance provided by Licensee, including the insurance provided pursuant to Section 13 of this Agreement.

B. District's Obligations. Except to the extent (i) attributable to the negligence or intentional acts or omissions of Licensee or Licensee's members, employees, officers, directors, or agents; or (ii) it would waive or diminish any defense or immunity provided to the District pursuant to the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*, any successor to such Act, or any other statutory or common law immunity, the District shall hold harmless, indemnify and defend Licensee, its members, employees, officers, directors, and agents against any and all losses, expenses, claims, costs, causes and damages, including, without limitation litigation costs and attorneys' fees, relating to: (i) any failure on the part of the District to perform or comply with any terms or conditions of this Agreement, or (ii) any personal injuries or death or damages to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the ownership, maintenance and operation by the District of the Subject Property.

SECTION 18. PROPERTY TAXES.

A. Obtaining Exemptions. The District and Licensee shall take all action to obtain, establish and maintain exemptions ("Exemptions") from all ad valorem and other property taxes that may be levied against the Licensed Premises, the License, or the Subject Property ("Property Taxes"). Without limiting the preceding sentence, the District, with Licensee's assistance and participation, will annually submit necessary reports to appropriate tax assessors and any other appropriate governmental agency or official (collectively, the "Assessor") as required to establish that the Licensed Premises, the License, and the Subject Property are entitled to Exemptions.

B. Licensee's Obligation to Pay Property Taxes. If the Assessor determines that the Licensed Premises, the License, or the Subject Property are not entitled to Exemptions, then Licensee shall pay all Property Taxes and any retroactive charges, interest, or penalties due as a result of late payment ("Other Tax Charges").

C. Licensee's Right to Terminate. Within thirty (30) days after Licensee first receives notice that the Assessor has determined that the Licensed Premises, License, or Subject

Property are not entitled to Exemptions, Licensee may terminate this Agreement by providing the District with (i) a written notice identifying the effective date of termination, which shall be no later than ninety (90) days after Licensee first receives such notice of the Assessor's determination, (ii) payment in full of all Property Taxes and Other Tax Charges that are then due and owing according to tax bills received by the District or Licensee, and (iii) 110% of the parties' good faith estimate of any additional Property Taxes and Other Tax Charges that will be due and owing for any portion of the Term prior to the effective date of termination (an "Estimated Tax Payment"). After all Property Taxes and Other Tax Charges are due and owing, according to tax bills received by the District or Licensee, the parties will work cooperatively in good faith to make such payments to each other as are necessary to ensure that (i) Licensee has paid the actual amount of Property Taxes and Other Tax Charges, as determined by the tax bills and (ii) the District has been made whole by Licensee for any Property Taxes and Other Tax Charges that it has paid.

D. Survival. The obligations and rights contained in this Section 18 shall survive the expiration of the Term or earlier termination of this Agreement.

SECTION 19. ENTRY. The District, including its commissioners, officers, agents, attorneys and employees, may at any reasonable time enter the Licensed Premises, including the Building, to: (i) inspect the Building to ensure compliance with this Agreement; (ii) make repairs to the Building or otherwise to the Licensed Premises, or (iii) show the Licensed Premises to prospective licensees, inspectors, or others. Whenever reasonably practical, the District shall notify Licensee in advance of any proposed entry.

SECTION 20. KEYS AND LOCKS. Licensee shall not change, alter or replace any locks on the Building without prior written approval from the District's Executive Director. Any locks installed, and any keys, means or devices to operate the locks, shall become the property of the District. Licensee shall deliver a duplicate copy of all keys or other means or devices to operate the locks to the District.

SECTION 21. SECURITY SERVICES. The District shall provide ranger police or other security services for the Subject Property that are similar in scope to those provided by the District for other general use forest preserves owned by the District. If the District determines that additional security services are necessary, or if Licensee requests additional security services, then Licensee shall reimburse the District for the cost of such additional services; however, the District shall provide, at no cost to Licensee, the security services needed for programs and events hosted in the Building by the District or co-hosted by the District and Licensee.

SECTION 22. TIME OF ESSENCE. Time is of the essence in the performance of all of the obligations of this Agreement.

SECTION 23. ASSIGNMENT; USE BY OTHERS. Licensee shall not, without the prior express written approval of the District, which approval may be withheld in the sole discretion of the District, (i) re-license the Licensed Premises or any part thereof or (ii) assign this Agreement or any of Licensee's rights or obligations under this Agreement. If Licensee desires to allow another person or entity to use the Licensed Premises for (i) any use that will

include the payment to Licensee of a user fee or any other consideration; or (ii) an event, meeting, social gathering, or other similar use, such use may be permitted, but only in accordance with a separate agreement or permit between such user, Licensee and the District in a form approved by Licensee and the District's Executive Director (a "User Agreement").

SECTION 24. APPLICABLE LAW.

A. **General Requirements.** This Agreement shall be interpreted under and governed by the Laws of the State of Illinois, without regard to conflict of law principles.

B. **Work; County Building Codes.** In accordance with Section 20 of the Downstate Forest Preserve District Act, 70 ILCS 805/20, and District Ordinance No. 2257 enacted pursuant thereto, Licensee shall perform Licensee's Maintenance Work, any Approved Work, and any Major Repair Work that Licensee elects to perform, in accordance with the building codes and regulations of the County of Lake, and not that of any municipality.

i. **Prevailing Wage; Public Bonds.** If any Licensee's Maintenance Work, Approved Work, or Major Repair Work that is performed by Licensee would, if performed by the District, be subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 (the "Prevailing Wage Act") then Licensee shall procure each contract for such covered work in accordance with the Prevailing Wage Act. Without limiting the preceding sentence, Licensee shall notify all bidders for such covered work that they will be required to pay prevailing hourly wages to all laborers, mechanics and other workers for all covered work. If any Licensee's Maintenance Work, Approved Work, or Major Repair Work that is performed by Licensee would, if performed by the District, be subject to the Illinois Public Construction Bond Act, 30 ILCS 550/0.01 (the "Bond Act"), then Licensee shall procure each contract for such covered work in accordance with the Bond Act. Without limiting the preceding sentence, Licensee shall require each contractor performing the covered work to obtain and post a completion bond and material and labor payment bond.

SECTION 25. ENFORCEMENT COSTS. Each party will pay its own costs, attorneys' fees and expenses incurred in enforcing this Agreement.

SECTION 26. ENTIRETY. This Agreement merges and supersedes all prior negotiations, representations and agreements between Licensee and the District and constitutes the entire agreement between the parties as to their respective rights relative to the Licensed Premises. No prior agreement or understanding pertaining to any such matter or activity shall be effective for any purposes.

SECTION 27. SEVERABILITY; WAIVER. If any provision of this Agreement shall be held invalid, the validity of any other provision contained herein that can be given effect without such invalid provision shall not be affected thereby. The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

SECTION 28. NOTICES. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed received by the addressees thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the

address set forth below, by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to the District shall be addressed to, and delivered at, the following

address: Lake County Forest Preserve District
1899 West Winchester Road
Libertyville, IL 60048
ATTN: Director of Facilities

Notices and communications to the Licensee shall be addressed to, and delivered at, the

following address: Brushwood Center at Ryerson Woods
21850 North Riverwoods Road
Deerfield, IL, 60015
ATTN: Executive Director

By notice complying with the requirements of this Section, each party may change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received. This provision will not invalidate any notice that is actually received.

SECTION 29. LICENSE ONLY GRANTED. This Agreement grants only a license to use the Licensed Premises under the terms and conditions stated above. Nothing in this Agreement shall be construed to convey to Licensee a lease, easement, or any other legal or equitable interest in the Licensed Premises or the Subject Property. If the District breaches this Agreement, then Licensee shall have no right of specific performance against the District.

SECTION 30. REPORTS. Licensee will report to the District by January 31 of each year during the Term and by December 31 of the final year of the Term, on the Licensee's previous (or current, as the case may be) year's education and public use program and activities under this License both in a written document and in a brief oral presentation to the District Board of Commissioners to be scheduled at the convenience of the District and Licensee.

[SIGNATURE PAGE TO FOLLOW]

The parties have caused this Agreement to be executed on the dates set forth below, but effective as of the Effective Date.

BRUSHWOOD CENTER AT RYERSON WOODS

By: [Signature]
Name: Kevin Opatowick
Title: Chair

Date: 7/20/17

WITNESS:

By: [Signature]
Name: ANGELICA STURM
Title: BOARD SECRETARY

Date: 7/20/17

LAKE COUNTY FOREST PRESERVE DISTRICT

By: _____
Ann B. Maine
President

Date: _____

ATTEST:

By: _____
Julie Gragnani
Board Secretary

Date: _____



EXHIBIT A

Exhibit A

Lake County Forest Preserve District
1699 W Winchester Rd
Libertyville, IL 60048
847-387-6640
www.lcfd.org

0 50 100 200 Feet

Legend

-  The Grounds
-  The Subject Property

Courtesy Copy Only.
Property boundaries indicated are provided for general location purposes. Wetland and flood limits shown are approximate and should not be used to determine setbacks for structure or as a basis for purchasing property.

2015 Aerial Photo



Prepared using information from:
Lake County Department of Information
& Technology: GIS/Mapping Division
18 North County Street
Waukegan, Illinois 60085-4357
847-377-2373

Map Prepared 27 December 2016



EXHIBIT B

Schedule of Monthly Base License Fee

Calendar Year	Base Monthly License Fee
Initial Term	
2017	\$1,900
2018	\$1,948
2019	\$1,997
2020	\$2,047
2021	\$2,098
First Renewal Period	
2022	\$2,150
2023	\$2,204
2024	\$2,259
2025	\$2,315
2026	\$2,373
Second Renewal Period	
2027	\$2,432
2028	\$2,493
2029	\$2,555
2030	\$2,619
2031	\$2,684
Third Renewal Period	
2032	\$2,751
2033	\$2,820
2034	\$2,891
2035	\$2,963
2036	\$3,037
Fourth Renewal Period	
2037	\$3,113
2038	\$3,191
2039	\$3,271
2040	\$3,353
2041	\$3,437
Fifth Renewal Period	
2042	\$3,523
2043	\$3,611
2044	\$3,701
2045	\$3,794
2046	\$3,889

If the District sends a Holdover Notice, then the Monthly Base License Fees will be determined as set forth in Section 15.