



LAKE COUNTY FOREST PRESERVES

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Preservation, Restoration, Education and Recreation

**DATE:** November 3, 2014

**MEMO TO:** Carol Calabresa, Chair  
Land Preservation and Acquisition Committee

Pat Carey, Chair  
Finance and Administrative Committee

**FROM:** Alex Ty Kovach  
Executive Director

**SUBJECT:** Agreement for the Vacation and Grant of Easements at Grassy Lake Forest Preserve

**RECOMMENDATION:** Recommend Approval of a Resolution approving an Agreement for the Vacation and Grant of Easements at Grassy Lake Forest Preserve.

**BACKGROUND:** The District acquired title to the property commonly known as the “Hurd Property” in 2009. The property was subject to a non-exclusive 33-foot ingress / egress (driveway) easement. The other party to this Agreement, and beneficiaries of the easement, James and Carolyn Schulz (the “Beneficiaries”), have sole access to their property via the subject easement.

Since the District acquired the Hurd Property, it has prepared and approved plans for public access to and use of Grassy Lake Forest Preserve. Pursuant to those plans, the District intends to build a new vehicular entrance and parking lot within the Property and a portion of the Kelsey Road right-of-way which will provide public parking at, and access to, the Property, as well as related improvements.

The planned public access on the site would cross the Easement and the driveway used by the Beneficiaries’ for access. Staff has negotiated a draft Agreement pursuant to which the Beneficiaries would vacate certain portions of the existing 33-foot Easement and re-locate a portion of their driveway, and the District would grant a new public easement for vehicular ingress and egress that the Beneficiaries could use to access their property. The Agreement includes other provisions intended to encourage users of the preserve to use the public access and parking lot and deter them from mistakenly using the Beneficiaries’ private driveway.

**REASON FOR RECOMMENDATION:** Committee and Board approval is required in accordance with District policy.

**REVIEW BY OTHERS:** Executive Director and General Counsel

**FINANCIAL DATA:** The District has agreed to resurface the portion of the Beneficiaries’ existing driveway that will remain unchanged (because it is expected to be damaged by construction traffic), and will install a paved surface on new easement area to replace the paved segment being removed. In addition, the District has agreed to install a gate near the existing easement boundary to prevent public access to the Beneficiaries’ private drive. The improvements will be funded from the Development Levy, account number 20104100-803200-60701.

**PRESENTER:** Alex Ty Kovach

STATE OF ILLINOIS)  
  )SS  
COUNTY OF LAKE )

**BOARD OF COMMISSIONERS  
LAKE COUNTY FOREST PRESERVE DISTRICT  
REGULAR NOVEMBER MEETING  
NOVEMBER 11, 2014**

**MADAM PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:**

Your **LAND PRESERVATION AND ACQUISITION COMMITTEE** and **FINANCE AND ADMINISTRATIVE COMMITTEE** present herewith "A Resolution approving an Agreement for the Vacation and Grant of Easements at Grassy Lake Forest Preserve," and request its adoption.

<b>LAND PRESERVATION AND ACQUISITION COMMITTEE:</b>	<b>YEA</b>	<b>NAY</b>	<b>FINANCE AND ADMINISTRATIVE COMMITTEE:</b>	<b>YEA</b>	<b>NAY</b>
<u><i>Carol Calabresa</i></u> Carol Calabresa, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
<u><i>Linda Pedersen</i></u> Linda Pedersen, Vice Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
<u><i>Bonnie Thomson Carter</i></u> Bonnie Thomson Carter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
<u><i>Steve Mandel</i></u> Steve Mandel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
<u><i>Diana O'Kelly</i></u> Diana O'Kelly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
<u><i>Tom Weber</i></u> Tom Weber	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
Terry Wilke			_____		
			Linda Pedersen		

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

**A RESOLUTION APPROVING AN AGREEMENT FOR THE VACATION AND GRANT  
OF EASEMENTS AT GRASSY LAKE FOREST PRESERVE**

**WHEREAS**, the Lake County Forest Preserve District (the "District") owns property north of Kelsey Road (the "Property") which is part of Grassy Lake Forest Preserve; and

**WHEREAS**, when the District acquired the Property, it was already subject to and burdened by a non-exclusive 33-foot ingress / egress (driveway) easement (the "Easement"); and

**WHEREAS**, James and Carolyn Schulz (the "Beneficiaries") are beneficiaries of the Easement and use it as the sole access to their property; and

**WHEREAS**, the District has now prepared and approved plans for public access to and use of Grassy Lake Forest Preserve on the Property, including a new vehicular entrance and parking lot as well as related improvements; and

**WHEREAS**, the new public access on the site crosses the Easement; and

**WHEREAS**, the District and the Beneficiaries desire to enter into an Agreement, in substantially the form attached hereto (the "Agreement"), pursuant to which the Beneficiaries will vacate a portion of the Easement and the District will grant a new public easement; and

**WHEREAS**, Section 6 of the Downstate Forest Preserve District Act, 70 ILCS 805/6, authorizes the District to grant easements under or across District property for public services, including vehicular access;

**NOW, THEREFORE, BE IT RESOLVED** 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 a part of this Resolution by this reference.

Section 2. Approval of Agreement. The Agreement, in substantially the form attached hereto, is hereby approved. The President, Secretary and Executive Director of the District are hereby authorized and directed, on behalf of the District, to execute and attest to the Agreement and any other documents that are necessary to complete the Vacation and Grant of Easements pursuant to the Agreement, provided that the final form of the Agreement and such documents have first been approved by the District's Counsel.

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

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2014

AYES:

NAYS:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014

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Ann B. Maine, President  
Lake County Forest Preserve District

ATTEST:

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Julie A. Gragnani, Secretary  
Lake County Forest Preserve District

Exhibit # \_\_\_\_\_

**PREPARED BY AND AFTER  
RECORDING RETURN TO:**

Matthew E. Norton, Esq.  
Holland & Knight LLP  
131 S. Dearborn Street  
30<sup>th</sup> Floor  
Chicago, Illinois 60603

**AGREEMENT FOR  
VACATION AND GRANT OF EASEMENTS**

THIS AGREEMENT FOR VACATION AND GRANT OF EASEMENTS (this "**Agreement**") is made and entered into as of the 29 day of Oct, 2014 between LAKE COUNTY FOREST PRESERVE DISTRICT, a body politic and corporate organized and existing under the Illinois Downstate Forest Preserve District Act, 70 ILCS 805/0.001 et seq., having an address at 1899 W. Winchester Road, Libertyville, Illinois 60048 (the "**District**") and JAMES M. SCHULZ and CAROLYN R. SCHULZ, having an address at 23966 North Kelsey Road, Lake Barrington, Illinois 60010 (collectively, the "**Beneficiaries**"). The District and the Beneficiaries shall be collectively known herein as the "**Parties**" and are sometimes referred to individually as a "**Party**."

**RECITALS:**

A. The District acquired title to certain property that now comprises a portion of the Grassy Lake Forest Preserve and is commonly known as 23982 N. Kelsey Road, Barrington, Illinois 60010 described in the attached **Exhibit A** (the "**Property**") via a Trustee's Deed recorded in the Office of the Lake County Recorder of Deeds on March 24, 2009 as Document Number 6452327. The Property is generally depicted in **Exhibit B**.

B. At the time the District acquired the Property, the Property was already subject to and burdened by a non-exclusive driveway easement (the "**Driveway Easement**") for ingress, egress, and regress, for free, uninterrupted use, liberty, and privilege of passage over, upon and across a certain 33-foot strip of land. The Driveway Easement was created in that certain Warranty Deed recorded in the Office of the Lake County Recorder of Deeds on January 11, 1955 as Document Number 851201 (the "**Original Deed**"). The portion of the Property upon which the Driveway Easement is located (the "**Original Easement Premises**") is legally described in the attached **Exhibit C** and generally depicted in **Exhibit B**.

C. Beneficiaries are the current owner of the land described in the attached **Exhibit D** (the "**Benefited Property**"), acquiring their interest pursuant to a warranty deed dated February 26, 1977, and recorded in the office of the Lake County Recorder of Deeds as Document Number 1827949 (the "**Beneficiaries' Deed**"). The Benefited Property is benefited by the Driveway Easement and Beneficiaries have the right to use the Driveway Easement for ingress and egress to the Benefited Property. The Benefited Property is generally depicted in **Exhibits B and B-1**.

D. In furtherance of using the Driveway Easement, the Beneficiaries (or their predecessors) have installed and Beneficiaries maintain a driveway within the Original Easement Premises, which is generally depicted on **Exhibit B-1** (the "**Beneficiaries' Driveway**").

E. Since the District acquired the Property, it has prepared and approved plans for public access to and use of Grassy Lake Forest Preserve. Pursuant to such plans, the District intends to build (i) a new vehicular entrance and parking lot within the Property and a portion of the Kelsey Road right-of-way that will provide public parking at, and access to, the Property and (ii) related improvements (collectively, the "**Entrance and Parking Improvements**"). A site plan generally depicting the Entrance and Parking Improvements is attached as **Exhibit E**. The Entrance and Parking Improvements will include, without limitation, an entrance drive from Kelsey Road (the "**Entrance Drive**"), a service drive off the Entrance Drive (the "**Service Drive**"), a parking lot (the "**Parking Lot**"), a three-rail split rail fence (the "**Split Rail Fence**"), a gate (the "**Easement Gate**"), and trees (generally in the locations depicted as "Proposed Trees" on **Exhibit E**) (the "**Trees**"), all of which are generally depicted in **Exhibit E**.

F. In connection with, and to accommodate, the District's construction of the Entrance and Parking Improvements at, and the District's general management of, the Property, the Parties desire that (i) the Beneficiaries vacate the portions of the Driveway Easement legally described and generally depicted as "Parcel One" (the "**North Vacated Easement Premises**") and Parcel Two (the "**South Vacated Easement Premises**") on the Plat of Vacation attached as **Exhibit F** (the North Vacated Easement Premises and the South Vacated Easement Premises are referred to collectively as the "**Vacated Easement Premises**") and (ii) the District grant a new public easement for vehicular ingress and egress across that portion of the Property legally described and generally depicted as "Easement to be Granted to the Public" on the Plat of Easement attached as **Exhibit G** (the "**New Easement Premises**").

NOW, THEREFORE, in consideration of, and in reliance upon, the recitals and the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Beneficiaries hereby mutually agree as follows:

1. Recitals Incorporated by Reference. The provisions of the recitals above are by this reference incorporated herein and made a part hereof, the same as if they had been fully set forth in the text of this Agreement.

2. Construction of Entrance and Parking Improvements and Other Improvements. The District shall:

- (i) construct the Parking Lot, Entrance Drive, and Service Drive in substantially the locations depicted in **Exhibit E**,
- (ii) demolish and remove that portion of the Beneficiaries' Driveway that is located within the North Vacated Easement Premises,
- (iii) demolish and remove that portion of the Beneficiaries' Driveway that is located within the South Vacated Easement Premises, but only after the District's Executive Director (in his reasonable discretion) determines that (i) the Entrance Drive and Service Drive can be used for ingress and egress between Kelsey Road and the portion of Beneficiaries' Driveway that will remain following demolition, which is generally depicted on **Exhibit E** ("**Beneficiaries' Remaining Driveway**") and (ii) the Easement Gate, the Remote Control Equipment, and the Traffic Sign (as defined in Section 2(v) below) have been installed and are operational as provided in this Agreement and sends the Beneficiaries written notice of such determination (the "**Construction Completion Notice**"),
- (iv) re-pave Beneficiaries' Remaining Driveway, after the District has completed construction of the Entrance and Parking Improvements,

- (v) for the purpose of guiding and restricting public access to those portions of the Property that are intended for public use and to deter members of the general public from accessing the privately owned Benefited Property,
  - (a) install the Split Rail Fence in approximately the location identified on Exhibit E,
  - (b) install the Easement Gate, which shall be the gate model depicted in Exhibit H, in approximately the location identified on Exhibit E,
  - (c) install and provide the following equipment (collectively, the "Remote Control Equipment"):
    - (1) a solar-powered battery and solar panel to operate the Easement Gate,
    - (2) either a hard-wired or wireless connection, as mutually determined by the Parties, that that will operate the Easement Gate remotely from the primary residence located on the Benefited Property,
    - (3) two handheld wireless remote control opening devices that will operate the Easement Gate remotely from vehicles entering or exiting the Benefited Property via the Easement Gate,
    - (4) a buried cable, motion sensor, or similar device that will cause the Easement Gate to open when a vehicle is exiting the Benefited Property via the Easement Gate,
    - (5) an emergency access device that will allow emergency personnel to open the Easement Gate, which device may be a Knox-Box or other device that is mutually agreeable to the Parties, and
    - (6) a keypad or similar device located on, or at the location of, the Easement Gate that will allow persons in vehicles entering the Benefited Property via the Easement Gate to open the Easement Gate by entering a code, and
  - (d) install one or more directional or traffic control signs on the Property to deter the public from using or attempting to use Beneficiaries' Remaining Driveway (the "Traffic Sign"), and
- (vi) plant the Trees west and north of the Parking Lot generally in the locations depicted on Exhibit E.

The District will work cooperatively with the Beneficiaries so that construction work does not unreasonably interfere with the Beneficiaries' use of the Driveway Easement. The Beneficiaries acknowledge that the District's activities that are necessary to construct the Entrance and Parking Improvements will not violate their rights to use the Driveway Easement during such period of construction, so long as the District does not unreasonably interfere with the Beneficiaries' use of the Driveway Easement. After it installs the Easement Gate, the District shall provide two remote operating devices to Beneficiaries and retain one or more such devices for itself. Each party shall maintain its own remote operating devices.

### 3. Grant of New Easement.

A. Execution of Plat; Scope of Easement. Within three business days after the Effective Date (as defined in paragraph 7.E), the District shall execute the Plat of Easement. By such



execution, the District shall grant a new, non-exclusive easement within the New Easement Premises to the public for the sole purpose of vehicular ingress and egress within the New Easement Premises via the Entrance Drive and the portion of the Service Drive to be constructed therein pursuant to this Agreement (the "New Easement").

B. Use of New Easement. The Parties acknowledge that the Entrance Drive and Service Drive to be constructed within the New Easement Premises will be a road owned and controlled by the District and that, as such, the District may limit, restrict, or prohibit public and private vehicular or other access or travel thereon in the manner provided by law; however, the Parties also acknowledge that (i) following the execution of the Plat of Vacation, the New Easement, the Entrance Drive, and the Service Drive will provide the sole means of vehicular ingress and egress between Kelsey Road and the Benefited Property, which the Beneficiaries use for their single-family residence and (ii) Beneficiaries have agreed to vacate the South Vacated Easement Premises in reliance on the District's agreement to grant the New Easement and to construct the Entrance Drive and Service Drive. Therefore, so long as the Benefited Property is used for single-family residential purposes, the District shall not (i) vacate the New Easement or (ii) obstruct or limit the use of the Entrance Drive or Service Drive, in any way that would prevent Owner from reasonably utilizing the New Easement, the Entrance Drive, or the Service Drive for vehicular ingress and egress between Kelsey Road and the Beneficiaries' Remaining Driveway.

4. Vacation of Portion of Driveway Easement. Upon receipt of the Construction Completion Notice, the Beneficiaries shall cease using the Vacated Easement Premises and commence using the New Easement Premises for ingress and egress between Kelsey Road and Beneficiaries' Driveway. Within three business days after receipt by Beneficiaries of the Construction Completion Notice, Beneficiaries shall execute and deliver to the District the Plat of Vacation. By such execution, the Beneficiaries shall vacate the Vacated Easement Premises and release any and all easement rights, interests, and other rights to use the Vacated Easement Premises pursuant to the Original Deed, the Beneficiaries' Deed, or any other source, except that Beneficiaries reserve only the rights to

- (i) install, maintain, repair, and replace one non-illuminated sign identifying Beneficiaries' name, street number, or address, at a location within the South Vacated Easement Premises, but only if the location is mutually agreed to by the Parties within 30 days after the Effective Date, and
- (ii) use, maintain, and replace any underground utilities located within the Vacated Easement Premises.

5. Use and Maintenance Rights and Obligations.

A. District Rights and Obligations. Following the District's delivery of the Construction Completion Notice, the District:

- (i) has the right to use the Beneficiaries' Remaining Driveway for District purposes,
- (ii) shall snow plow, repair, maintain, and (if necessary) replace the Entrance Drive at its cost in a manner that is consistent with its maintenance and snow removal activities at public access locations within its other forest preserves,
- (iii) shall repair, maintain, and (if necessary) replace the Traffic Sign, the Split Rail Fence, the Easement Gate, and the Trees as necessary from normal wear and tear, but is not obligated to (a) repair, maintain, or replace damage to or destruction of such improvements resulting from any act or omission of Beneficiaries or their employees, guests, invitees, agents, contractors, representatives, or affiliates or (b) repair, maintain, or replace the Remote Control Equipment, and



- (iv) trim, cut, maintain, or remove brush and other vegetation within the Property that is adjacent to Beneficiaries' Remaining Driveway so that such brush and vegetation does not interfere with or cause damage to vehicles using Beneficiaries' Remaining Driveway.

B. Beneficiaries' Rights and Obligations. Following the District's delivery of the Construction Completion Notice, Beneficiaries:

- (i) have the right to use the New Easement Premises as members of the public for the purposes set forth in paragraph 2,
- (ii) shall repair and maintain (or in lieu thereof remove) any mailbox, sign, or other improvement located within that portion of the Driveway Easement that is not vacated and adjacent to the Kelsey Road right of way,
- (iii) shall snow plow the Beneficiaries' Remaining Driveway and the Service Drive and shall repair, maintain, and (if necessary) replace the Beneficiaries' Remaining Driveway (after the District first re-paves it) and the Service Drive,
- (iv) shall be responsible for all maintenance, repair, and replacement of the Remote Control Equipment,
- (v) shall repair any damage to or destruction of the Traffic Sign, the Split Rail Fence, or the Easement Gate resulting from any act or omission (whether or not it violates any degree or duty of care, such as ordinary or gross negligence, or is merely an accident) of Beneficiaries or their employees, guests, invitees, agents, contractors, representatives, or affiliates, and
- (vi) have the right to mow the grass within that portion of the Driveway Easement that is not vacated.

6. Improvements Within Kelsey Road. Beneficiaries may request permission from the County of Lake to install and maintain a mailbox, signs, and garbage and recycling containers within the Kelsey Road right of way, if such improvements are not placed within that portion of the Driveway Easement that is not vacated. The District shall not object to such requests, so long as granting such requests would not result in the Entrance Drive being blocked.

7. General Provisions.

A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements with respect to such matters. No inference in favor of or against any Party should be drawn from the fact that such Party or its attorney or other representative did or did not draft or participate in the drafting of this Agreement.

B. Agreement Runs with the Land. The District shall record with the Lake County Recorder of Deeds:

- (i) promptly after the Effective Date, this Agreement (against the Property and the Beneficiaries' Property) and the Plat of Easement and
- (ii) promptly after its full execution, the Plat of Vacation.

This Agreement, the Plat of Vacation, and the Plat of Easement touch and concern the land and shall run with the land and shall inure to the benefit of and bind the present and future owners of the Property and the Benefited Property and their heirs, legal representatives, successors, and assigns.

C. Captions. The captions in this Agreement are inserted for convenience of reference only, and do not define, describe, or limit the scope or intent of this Agreement.

D. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same Agreement.

E. Effective Date. This Agreement will become effective on the first date upon which it has been both executed by Beneficiaries and lawfully approved and executed by the District (the "Effective Date").

F. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without regard to its conflict of laws rules.

G. Severability. If any term, restriction or covenant in this Agreement shall be deemed illegal or unenforceable, all of the other terms, restrictions and covenants of this Agreement and their application thereof to all persons and circumstances shall remain in effect to the extent permitted by law.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the District and the Beneficiaries have set their hands on the day and year first above written.

DISTRICT:

LAKE COUNTY FOREST PRESERVE  
DISTRICT

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF ILLINOIS        )  
  )  
COUNTY OF LAKE        )        SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named \_\_\_\_\_ and \_\_\_\_\_, as \_\_\_\_\_ and \_\_\_\_\_, respectively, of the LAKE COUNTY FOREST PRESERVE DISTRICT (the "District"), a party to the foregoing agreement, personally known or identified to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said agreement as their free and voluntary act, and the free and voluntary act of the District, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2014.

By: \_\_\_\_\_  
Notary Public

[SEAL]

Commission Expires: \_\_\_\_\_

BENEFICIARIES:

James M Schulz  
James M. Schulz

Carolyn R. Schulz  
Carolyn R. Schulz

STATE OF ILLINOIS        )  
  )       SS  
COUNTY OF LAKE        )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named James M. Schulz and Carolyn R. Schulz, as parties to the foregoing agreement, personally known or identified to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 29 day of October, 2014.

By: Rebecca Hegner  
Notary Public

[SEAL]

Commission Expires: 9/11/2018

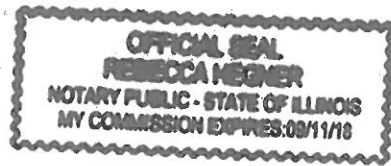


EXHIBIT A

**Legal Description of the Property**

PARCEL 1:

THE WEST 10 RODS OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 43 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 9, TOWNSHIP 43 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH AND EAST OF THE BANK OF THE FOX RIVER (EXCEPT THAT PART FALLING IN HARBOR SUBDIVISION UNIT 4, RECORDED FEBRUARY 3, 1976 AS DOCUMENT 1750550), IN LAKE COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 43 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY OF THE CENTER OF FLINT CREEK AND SOUTH AND EAST OF THE BANK OF FOX RIVER (EXCEPT THAT PART FALLING IN FLINT CREEK ESTATES, RECORDED FEBRUARY 3, 1956 AS DOCUMENT 896987, AND EXCEPT THAT PART THEREOF FALLING IN THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 3 IN FLINT CREEK ESTATES, BEING A SUBDIVISION OF PART OF SECTION 10 AND 15, TOWNSHIP 43 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED FEBRUARY 3, 1956 AS DOCUMENT 896987 IN LAKE COUNTY, ILLINOIS, AND RUNNING THENCE NORTH 62 DEGREES EAST, 141.50 FEET; THENCE SOUTH 60 DEGREES EAST TO A POINT 100 FEET NORTH OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 10; THENCE EAST AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST 1/4 TO A POINT 100 FEET EAST OF THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE SOUTH AND PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 10 TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 10; THENCE WEST ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 AND THE NORTH LINE OF LOTS 1, 2 AND 3 IN FLINT CREEK ESTATES TO THE PLACE OF BEGINNING), IN LAKE COUNTY, ILLINOIS.

PARCEL 4:

THE EAST 2 RODS OF LOT 1 (LYING NORTH OF THE CENTER OF KELSEY ROAD) IN THE EAST DIVISION OF SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 43 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 5:

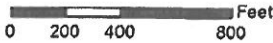
THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE CENTER LINE OF KELSEY ROAD AND WEST OF THE WEST LINE OF LOT 7 IN FLINT CREEK ESTATES, RECORDED FEBRUARY 3, 1956 AS DOCUMENT 896987, AS SUCH WEST LINE IS MONUMENTED AND OCCUPIED, IN LAKE COUNTY, ILLINOIS.

**EXHIBIT B**




**General Depiction of the Property, the Original Easement Premises,  
and the Benefitted Property**

**Exhibit  
B**

Lake County Forest Preserve District  
Land Preservation and Special Projects  
1899 W Winchester Rd  
Libertyville, Illinois 60048  
847-968-3351



**Legend**

-  Property
-  Original Easement Premises
-  Benefitted Property

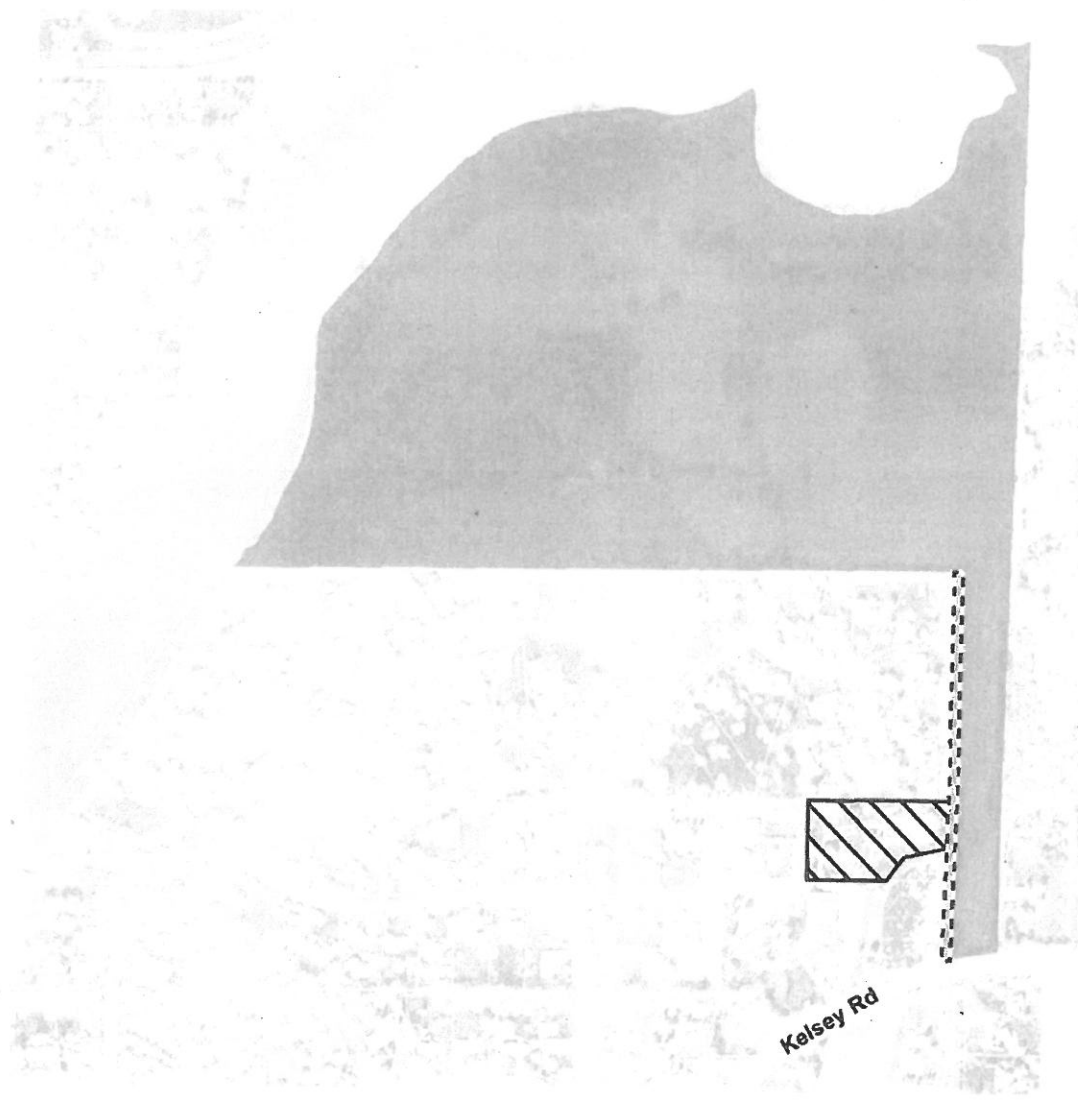


Courtesy Copy Only.  
Property boundaries indicated are provided  
for general location purposes. Wetland  
and flood limits shown are approximate and  
should not be used to determine setbacks for  
structure or as a basis for purchasing property.

2012 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 11 July 2014

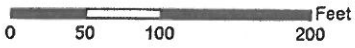


**EXHIBIT B-1**

**General Depiction of the Benefited Property and the Beneficiaries' Driveway**

**Exhibit  
B-1**

Lake County Forest Preserve District  
Land Preservation and Special Projects  
1899 W Winchester Rd  
Libertyville, Illinois 60048  
847-968-3351



**Legend**

-  Property
-  Original Easement Premises
-  Benefitted Property
-  Beneficiaries' Driveway

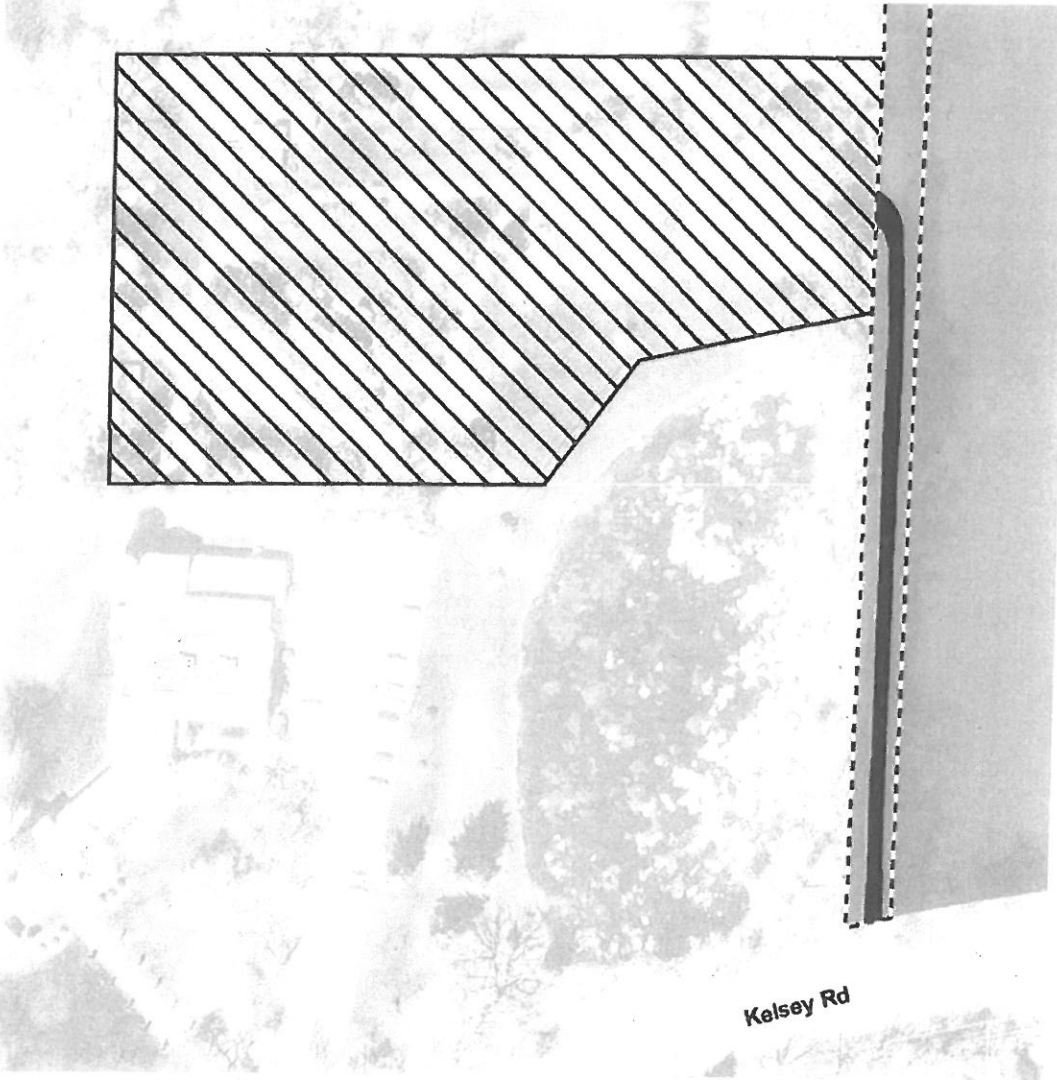


Courtesy Copy Only.  
Property boundaries indicated are provided  
for general location purposes. Wetland  
and flood limits shown are approximate and  
should not be used to determine setbacks for  
structure or as a basis for purchasing property.

2012 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 14 June 2014





**EXHIBIT C**

**Legal Description of Original Easement Premises**

A 33-FOOT STRIP OF LAND IN LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH EAST CORNER OF LOT 1 IN THE EAST DIVISION OF SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 43 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1, WHICH SAID EAST LINE OF LOT 1 IS ALSO THE EAST LINE OF SECTION 16, TOWNSHIP 43 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, FOR A DISTANCE OF 124.7 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF STATE AID ROUTE #9, AS PLATTED AND RECORDED IN THE RECORDER'S OFFICE OF LAKE COUNTY IN BOOK "X" OF PLATS, PAGES 52 AND 53, FOR THE POINT OF BEGINNING; THENCE NORTH ALONG SAID EAST LINE OF SAID LOT 1 A DISTANCE OF 605.75 FEET, MORE OR LESS, TO THE NORTH EAST CORNER OF SAID LOT 1; THENCE CONTINUING NORTH ON SAID LINE ALONG THE EAST LINE OF SECTION 9, TOWNSHIP 43 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN A DISTANCE OF 821.3 FEET TO A POINT; THENCE WEST A DISTANCE OF 33 FEET TO A POINT; THENCE SOUTH ALONG A LINE 33 FEET WEST OF AND PARALLEL WITH THE SAID EAST LINE OF SECTION 9, TOWNSHIP 43 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, A DISTANCE OF 821.3 FEET, MORE OR LESS, TO A POINT 33 FEET WEST OF THE NORTH EAST CORNER OF SAID LOT 1 IN THE EAST DIVISION OF SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 43 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE CONTINUING SOUTH ON SAID LINE 33 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 1 IN THE EAST DIVISION OF SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 43 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, A DISTANCE OF 573.13 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF SAID STATE AID ROUTE #9; THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID STATE AID ROUTE #9 A DISTANCE OF 33 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

## EXHIBIT D

### Legal Description of Benefited Property

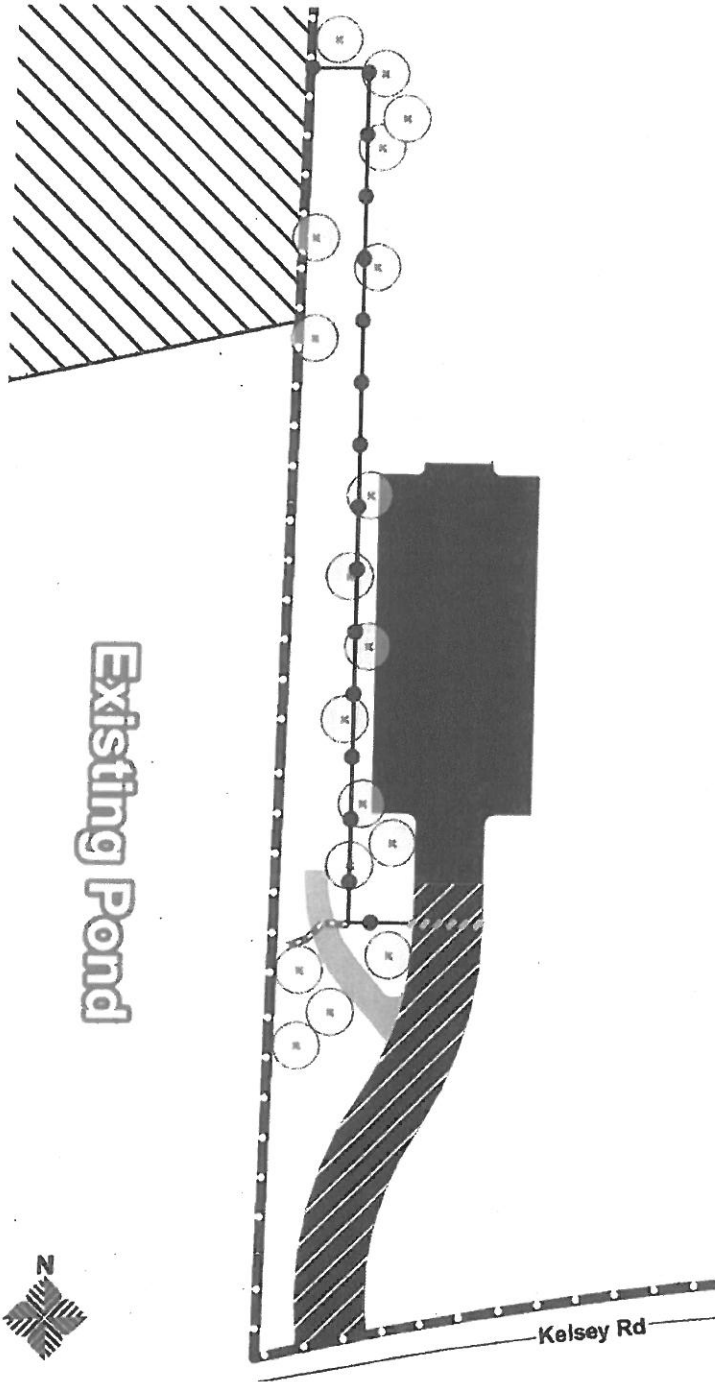
**PARCEL 1:** That part of Lot 1 in the East Division of School Trustee's Subdivision of Section 16, Township 43 North, Range 9, East of the 3rd P.M., described as follows: Commencing at the North East corner of said Lot 1; thence West 33.0 feet for a place of beginning; thence South parallel with the East line of said Lot 1, a distance of 160.0 feet; thence South 77 degrees West 160.0 feet; thence South 34 degrees 34 minutes West 112.9 feet; thence South 88 degrees 58 minutes West 290.0 feet; thence North 285.0 feet to the North line of said Lot 1; thence North 88 degrees 58 minutes East along the North line of said Lot 1, 510.0 feet to the place of beginning, in Lake County, Illinois.

**PARCEL 2:** An easement for benefit of Parcel 1 created by Deed from Eunice B. Hurd and Max H. Hurd, to George L. Haggard and Agnes S. Haggard, his wife, dated November 15, 1954 and recorded January 11, 1955, as Document 851201, for ingress, egress and regress, for free uninterrupted use, liberty and privilege of passage over, upon and across a 33 foot strip of land in Lake County, Illinois described as follows: Commencing at the South East corner of Lot 1 in the East Division of School Trustee's Subdivision of Section 16, Township 43 North, Range 9, East of the 3rd P.M., thence North along the East line of said Lot 1; which said East line of Lot 1 is also the East line of Section 16, Township 43 North, Range 9, East of the 3rd P.M., for a distance of 124.7 feet, more or less, to the Northerly line of State Aid Route No. 9, as platted and recorded in the Recorder's Office in Book "X" of Plats, pages 52 and 53, for the place of beginning; thence North along said East line of said Lot 1, a distance of 605.75 feet, more or less, to the North East corner of said Lot 1; thence West 33 feet to a point 33 feet West of the North East corner of said Lot 1 in the East Division of School Trustee's Subdivision of Section 16, Township 43 North, Range 9, East of the 3rd P.M., thence continuing South on said line 33 feet West of and parallel to the East line of said Lot 1 in the East Division of School Trustee's Subdivision of Section 16, Township 43 North, Range 9, East of the 3rd P.M.; a distance of 573.13 feet, more or less, to the Northerly line of said State Aid Route No. 9; thence North Easterly along the Northerly line of said State Aid Route No. 9, a distance of 33 feet, more or less, to the place of beginning, in Lake County, Illinois.











**EXHIBIT E**

**Site Plan Generally Depicting Parking Lot Improvements**

**Exhibit E**



**Legend**

-  Property
-  Parking Lot
-  Entrance Drive
-  District Gate
-  Split Rail Fence
-  Proposed Trees
-  Beneficiaries' Remaining Driveway
-  Easement Gate
-  Service Drive
-  Benefitted Property

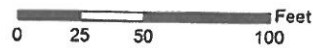
Courtesy Copy Only  
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2012 Aerial Photo

Lake County Forest Preserve District  
 Land Preservation and Special Projects  
 1899 W Winchester Rd  
 Libertyville, Illinois 60048  
 847-968-3351

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 11 July 2014



# EXHIBIT F

PEKLA SURVEYING CO., LTD.  
**PLAT OF VACATION**

FILE NO. 100-1000  
 COUNTY OF ...  
 1923 ...

*[Faint, mostly illegible text, likely a legal description or survey notes.]*

R 75 45 27' E 3510



Kelley Rd.

Line 100  
 Line 100  
 Line 100



FILE NO. \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_  
 1923 \_\_\_\_\_

where your attention to  
 the markings with this plat and  
 let not have any circumstances  
 when you may find.



FILE NO. 100-1000  
 COUNTY OF ...  
 1923 ...  
 This plat is submitted for recording by  
 The County Clerk  
 1923 ...  
 1923 ...

FILE NO. 100-1000  
 COUNTY OF ...  
 1923 ...  
 1923 ...

**EXHIBIT G**  
**PLAT OF EASEMENT**

10/1/2010

PLAT OF EASEMENT

THIS PLAT OF EASEMENT...

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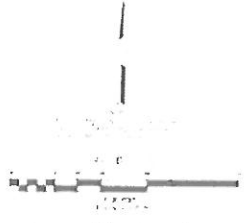
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**EXHIBIT H**

**Easement Gate Depiction**

**St. Augustine 12 ft. Dual Driveway Gate (Arch with Finials)**

*Mighty Mule Item: G2512-KIT*

