



LAKE COUNTY FOREST PRESERVES
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Preservation, Restoration, Education and Recreation

DATE: March 2, 2020

MEMO TO: John Wasik, Chair
Planning Committee

FROM: Randall L. Seebach
Director of Planning and Land Preservation

RECOMMENDATION: Recommend approval of an Ordinance approving the First Amendment to an Intergovernmental Agreement with the Park District of Highland Park and the City of Highland Park regarding the permanent preservation of property known as Skokie River Woods and adjacent public property.

STRATEGIC DIRECTIONS SUPPORTED: Public Access and Connections; Leadership; Conservation

FINANCIAL DATA: There is no financial impact at this time.

BACKGROUND: In April 2002, the Lake County Forest Preserve District (“District”) entered into an Intergovernmental Agreement (“IGA”) with the Park District of Highland Park (“Park District”) and the City of Highland Park (“City”) regarding the permanent preservation of approximately 150 acres of property located near the southeast corner of Half Day Road and U.S. Route 41.

Under the IGA, the City acquired certain property now known as Skokie River Woods (then known as the Lushing Combined Parcel). Skokie River Woods is adjacent to two other parcels then owned by the City, including (i) the former Highland Park Country Club Golf Course Parcel (“Golf Course Parcel”) and (ii) the Highland Park Woods Parcel (Skokie River Woods, the Golf Course Parcel, and the Highland Park Woods Parcel are, collectively, the “Parcels”). Under the IGA, (i) the District contributed \$950,000.00 toward the purchase of the Skokie River Woods Parcel, (ii) the City granted conservation easements to the District over all three Parcels, which, on the Golf Course Parcel, allow golf uses but reserve to the District the discretion to approve or reject other recreational uses, and (iii) the Park District agreed to construct and operate certain public trails within the Skokie River Woods Parcel and the Highland Park Woods Parcel, as provided in plans included in the IGA.

The 18-hole golf course on the Golf Course Parcel closed permanently at the end of 2017. Subsequently, the City and the Park District negotiated a purchase and sale agreement pursuant to which the City would sell the Golf Course Parcel to the Park District, which would convert the property to a natural area with passive recreational uses. However, under the applicable conservation easement, the Park District cannot use the Golf Course Parcel for those uses without District approval.

On April 10, 2018, prior to the Park District’s closing on its purchase of the Golf Course Parcel, the District Board, at the Park District’s request, considered and approved a resolution approving, in general, the Park District’s proposed conversion of the Golf Course Parcel uses from golf course uses to a passive natural area with biking and hiking trails, subject to future, detailed amendments to the IGA

and conservation easement. The approved District resolution also granted approval of the general location of the Park District's "Gateway Path" to be located along the west boundary of the Golf Course Parcel.

On December 18, 2018, the Park District purchased the Golf Course Parcel and the Highland Park Woods Parcel from the City.

In furtherance of its plans to convert the Golf Course Parcel, the Park District now proposes redevelopment of the property in accordance with the Master Plan attached to this memorandum, which identifies the alternative passive recreational uses proposed by the Park District.

On January 7, 2019, the Planning Committee reviewed and commented on a prior version of the Park District's Master Plan for the Country Club Parcel, with the understanding that a final review and potential approval of the plan would be required by the District at some point in the future in conjunction with amendments to the IGA and conservation easement.

Since 2002, the Park District has completed substantial restoration work within Skokie River Woods. Because of the high quality restoration of that area, the respective staffs of the District, the Park District, and the City recommend that the conservation easement for that property be amended to delete the Park District's right and obligation to complete trail and other construction work within Skokie River Woods.

District staff also recommends that the IGA be bolstered to expand the City's and the Park District's obligations to work in good faith to make trail connections that would allow users of the Golf Course Parcel to connect to and use other District properties in the area, including Prairie Wolf Slough Forest Preserve, the Des Plaines River Trail, Berkeley Prairie, and Fort Sheridan Forest Preserve.

The Park District, the District, and the City staffs have negotiated and prepared the First Amendment to the IGA attached to the attached ordinance (the "Amendment"). The Amendment would: (i) acknowledge the change in ownership of the Golf Course and Highland Park Woods Parcels, (ii) amend the Golf Course Parcel conservation easement to allow the Park District to construct improvements in accordance with the Park District's Master Plan, which identifies alternative recreational uses and restoration areas within the Golf Course Parcel, and provide a construction schedule for the Park District's completion of the improvements necessary to implement such uses, (iii) obligate the Park District to build a trail connection (the "Half-Day Connection") connecting a planned trail within its Master Plan to Half Day Road, (iv) obligate the City, in any further plans for the intersection of Half Day Road and Route 41, to accommodate a trail connection along Half Day Road that would connect the Half-Day Connection to other regional trails and District properties, (v) obligate the Park District to explore the feasibility of a trail connection that would connect the Half-Day connection to Old Elm Road to the north, (vi) provide for the amendment of the Skokie River Woods conservation easement to remove the Park District's right to construct trails within the Skokie River Woods Parcel, and (vii) approve the City's plan to plant, operate and maintain a tree nursery on a leased portion of the Golf Course parcel.

Staff recommends approval of the Amendment to the IGA with the Park District and the City.

REVIEW BY OTHERS: Executive Director, Chief Operations Officer, Director of Finance, Corporate Counsel.



- Connector Trail (7.5 mi @ 8' wide)
- Gateway Path (1.5 mi @ 10' wide)
- Destination Pathways (11 mi @ existing primary routes)
- Observation Pathways (12 mi @ existing cart paths)
- Proposed Pathways (2.5 mi @ new pathway connections)
- Cross-country Loop (1 mi @ new asphalt surface)
- Future Half Day Road Access Trail
- Interactive Pathways
- Programming
 - Intergenerational Nature Play
 - Turf Gathering Areas
 - Small Group Areas
 - Benches
 - Park Signage
 - Park Entrance
- Natural Features
 - Pond Shoreline Restoration (20% 311 Grant Funds)
 - Trees
- Future Potential Flood Storage
 - Hem-Marsh Footprint
 - Mesic Prairie
 - Extent of Excavation
- Hydrology
 - Floodplain Boundary
 - Floodway Boundary

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR MARCH MEETING
MARCH 10, 2020**

MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **PLANNING COMMITTEE** presents herewith “An Ordinance approving the First Amendment to an Intergovernmental Agreement with the Park District of Highland Park and the City of Highland Regarding Skokie River Woods and Adjacent Public Property,” and requests its approval.

PLANNING COMMITTEE:

Date: _____ Roll Call Vote: Ayes:____ Nays:____
 Voice Vote Majority Ayes; Nays:____

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

**AN ORDINANCE APPROVING THE FIRST AMENDMENT TO AN
INTERGOVERNMENTAL AGREEMENT WITH THE
PARK DISTRICT OF HIGHLAND PARK AND THE CITY OF HIGHLAND PARK
REGARDING SKOKIE RIVER WOODS AND ADJACENT PROPERTY**

WHEREAS, the Lake County Forest Preserve District (the “District”), the Park District of Highland Park (the “Park District”), and the City of Highland Park (the “City”) entered into an intergovernmental agreement dated April 22, 2002 (the “Agreement”), regarding the purchase of a portion of, and the protection of, approximately 150 acres of public open space (the “Open Space Property”) and the installation and operation of trails in accordance with plans approved in or pursuant to the Agreement; and

WHEREAS, pursuant to the Agreement, the District is the grantee of conservation easements on the Open Space Property; and

WHEREAS, on December 18, 2018, the Park District purchased a portion of the Open Space Property referred to as the Golf Course Parcel from the City (the “Golf Course Parcel”); and

WHEREAS, the Park District desires to convert the Golf Course Parcel into a passive natural area, including biking and hiking trails (collectively “Alternative Uses”) and to amend the conservation easement governing the Golf Course Parcel to allow such Alternative Uses; and

WHEREAS, the parties also desire to amend other provisions of the Agreement and the conservation easements governing the Golf Course Parcel and the portion of the Open Space Property commonly known as “Skokie River Woods”; and

WHEREAS, on April 10, 2018, the District approved a resolution approving the Alternate Uses and the general location of certain public access improvements that will be constructed by the Park District (the “2018 Resolution”); and

WHEREAS, it is in the best interest of the District to approve the First Amendment to the Agreement in substantially the form attached hereto (the “Amendment”), and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, units of local government, such as the District, the Park District and the City may contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., any power, privilege, function, or authority exercised by a public agency, including the District, the Park District and the City, may be exercised, combined, transferred, and enjoyed jointly with any other public agency to the extent not prohibited by law;

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 a part of this Ordinance by this reference.

Section 2: Approval of Amendment. The Amendment is hereby approved in substantially the form attached hereto. The President and Secretary of the District are authorized to execute and attest to the Amendment on behalf of the District. This Ordinance supersedes any conflicting provision or effect of the 2018 Resolution.

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 _____, 2020

AYES:

NAYS:

APPROVED this ____ day of _____, 2020

Angelo D. Kyle, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

Prepared By and
After recording, return to:

Adam B. Simon, Esq.
Ancel, Glink, Diamond, Bush,
DiCianni & Krafthefer, P.C.
175 E. Hawthorn Parkway, Ste. 145
Vernon Hills, Illinois 60061

This space reserved for Recorder's use only.

**FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
BY, BETWEEN AND AMONG
THE LAKE COUNTY FOREST PRESERVE DISTRICT,
THE PARK DISTRICT OF HIGHLAND PARK
AND THE CITY OF HIGHLAND PARK
(Southeast Corner Half Day Road and U.S. Route 41)**

DATED AS OF _____, 2020

**FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
BY, BETWEEN AND AMONG
THE LAKE COUNTY FOREST PRESERVE DISTRICT,
THE PARK DISTRICT OF HIGHLAND PARK
AND THE CITY OF HIGHLAND PARK
(Southeast Corner Half Day Road and U.S. Route 41)**

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BY, BETWEEN AND AMONG THE LAKE COUNTY FOREST PRESERVE DISTRICT, THE PARK DISTRICT OF HIGHLAND PARK AND THE CITY OF HIGHLAND PARK (Southeast Corner Half Day Road and U.S. Route 41) (this “Amendment”) is made and entered into as of the ____ day of _____, 2020 (the “First Amendment Effective Date”), and is by and between the LAKE COUNTY FOREST PRESERVE DISTRICT, a body politic and corporate organized and existing under the Downstate Forest Preserve Act, 70 ILCS 805/0.001 et seq., having an address at 1899 West Winchester Road, Libertyville, Illinois (the “Forest Preserve District”), the PARK DISTRICT OF HIGHLAND PARK, an Illinois special district organized and existing under the Illinois Park District Code, 70 ILCS 1205 et seq., having an address at 636 Ridge Road, Highland Park, Illinois 60035 (the “Park District”), and the CITY OF HIGHLAND PARK, an Illinois home rule municipal corporation organized and existing under the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., having an address at 1707 St. John’s Avenue, Highland Park, Illinois 60035 (the “City”). The Forest Preserve District, Park District and City are sometimes collectively referred to herein as the “Parties.” In consideration of the provisions below, the Parties agree as follows:

Section 1. Recitals.

A. The Parties to this Amendment entered into that certain “INTERGOVERNMENTAL AGREEMENT BY, BETWEEN AND AMONG THE LAKE COUNTY FOREST PRESERVE DISTRICT, THE PARK DISTRICT OF HIGHLAND PARK AND THE CITY OF HIGHLAND PARK (Southeast Corner Half Day Road and U.S. Route 41)” dated as of the 22nd day of April, 2002 (the “Agreement”).

B. The Agreement provided for, among other matters, the Park District to cause to be improved pedestrian and bicycle trails and appurtenant improvements across, over and through the Lushing Combined Parcel, now known as the “Skokie River Woods” property, according to a proposed schedule of construction. The Lushing Combined Parcel is owned by the City.

C. The Agreement described the proposed design of the pedestrian and bicycle trails and related improvements to be constructed within the Lushing Combined Parcel in Exhibit L, referred to as the “Proposed Hiking and Biking Trails Improvement Plan,” and described the proposed construction schedule for such trails and improvements in Exhibit M, referred to as the “Park District Proposed Construction Schedule.”

D. The Parties now wish to delete from the Agreement the Park District’s obligation and right to construct pedestrian and bicycle trails through the Lushing Combined Parcel.

E. The Agreement provided for the Park District to cause to be improved pedestrian and bicycle trails and appurtenant improvements across, over and through the IDOT Parcel.

F. The Parties agree that the proposed improvements to the IDOT Parcel no longer have any efficacy or value for the Parties' intended users and invitees and desire to delete from the Agreement the Park District's obligation and right to construct such trails and improvements.

G. The Agreement also resulted in the recording (via Document No. 5080789, as amended by Document Nos. 5776327 and 6195870) of the Golf Course Conservation Easement over the Golf Course Parcel, now known as the "Community Park at the Recreation Center of Highland Park," for the purpose of protecting the Conservation Values (as defined in the third WHEREAS clause of the Golf Course Conservation Easement) of the Golf Course Parcel. When the Agreement was approved, the City owned the Golf Course Parcel.

H. The Golf Course Conservation Easement grants the Forest Preserve District the right and power to enforce the Golf Course Conservation Easement. The Golf Course Conservation Easement allows the owner of the Golf Course Parcel to use the Golf Course Parcel for certain alternative active recreational uses, but does not expressly authorize the use of alternative passive recreational uses.

I. The Park District purchased the Golf Course Parcel from the City on December 18, 2018, and has declared its intent to convert the Golf Course Parcel from a golf course to a natural area with new and existing pedestrian and biking trails and other improvements designed to enhance the public's use and enjoyment of the Golf Course Parcel, all in accordance with the "Master Plan" for the redevelopment of the Golf Course Parcel prepared by Hey and Associates, Inc. and dated 12/20/2019 and attached to this Amendment as Exhibit L-1 (the "Park District Master Plan").

J. Prior to selling the Course Property to the Park District, the City recorded that certain Declaration of Restrictive Covenant, recorded as Document Number 7533756 in Lake County, Illinois (the "Restrictive Covenant").

K. On April 10, 2018, the Forest Preserve District Board of Commissioners unanimously approved "A RESOLUTION APPROVING THE PARK DISTRICT OF HIGHLAND PARK'S CONVERSION OF THE HIGHLAND PARK COUNTRY CLUB PARCEL TO A PASSIVE NATURAL AREA WITH BIKING AND HIKING TRAILS," whereby the Forest Preserve District Board of Commissioners granted conceptual approval of the conversion of the Golf Course Parcel into a natural area with existing and new biking and walking trails and the general location of the "Gateway Path" on the Golf Course Parcel, as depicted in the Resolution.

L. Upon selling the Golf Course Parcel to the Park District, the City leased back from the Park District a certain portion of the Golf Course Parcel, the boundaries and dimensions of which are specifically depicted and described as the "Nursery Property" in Exhibit L-2 to this Amendment (the "Nursery Plan"), pursuant to that Tree Nursery Lease Agreement dated December 18, 2018 (the "Nursery Lease"), for the purpose of planting, operating and maintaining a tree nursery.

M. The Parties now wish to approve of the use of the Golf Course Parcel in accordance with the Park District Master Plan and the Nursery Plan and make the corresponding amendments to the Agreement and the Golf Course Conservation Easement.

N. In the Agreement, the Parties contemplated that their transactions would accommodate links to the Forest Preserve District's Prairie Wolf Slough Forest Preserve, Des Plaines River Trail, Berkeley Prairie, and Fort Sheridan Forest Preserve.

O. The Parties desire to identify additional obligations to promote linkage of the Country Club Property to these and other Forest Preserve District properties and to other recreational improvements, including (i) a future bicycle and pedestrian path to be owned by the City and located along Half Day Road connecting Compton Avenue on the east to a trail segment located west of the railroad tracks (which may include the enhancement or expansion of existing sidewalks along Half Day Road) to accommodate safe bicycle and pedestrian access (the "Half Day-Route 41 Connection") and (ii) the existing bicycle and pedestrian path known as the "Skokie Valley Bike Path." The existing location of the Skokie Valley Bike Path and a conceptual location of the Half Day-Route 41 Connection are generally depicted on Exhibit L-4 attached to this Amendment.

P. All defined terms used herein that are not otherwise defined shall have the same meaning ascribed to them in the Agreement.

Section 2. Affirmation.

A. The Parties hereby affirm that the Agreement, as amended by this Amendment, remains in full force and effect.

B. The Parties hereby affirm that the Golf Course Conservation Easement, as amended by Exhibit A to this Amendment, remains in full force and effect.

C. The Parties hereby affirm that the Lushing Combined Parcel Conservation Easement, as (i) amended by Exhibit B to this Amendment (or such alternative form of amendment as described in Section 5 below) or (ii) limited by the Waiver of Rights Under Conservation Easement (defined in Section 5), remains in full force and effect.

D. The Parties acknowledge that they have satisfied their obligations pursuant to Section 6.D of the Agreement.

E. The Parties acknowledge that the pedestrian and bicycle trails, associated directional and information signage, and other improvements within the Highland Park Woods Parcel have been installed in accordance with section 7.A.

F. The parcels subject to the Agreement and affected by this Amendment and their updated common names and legal descriptions are identified on Exhibit C to this Amendment.

Section 3. First Amendment to Agreement. The Agreement is amended as follows:

A. Section 6.C. of the Agreement is deleted in its entirety.

B. Exhibit L and Exhibit M to the Agreement are deleted in their entirety. Exhibit L is replaced with Exhibits L-1 and L-2 attached hereto. Exhibit M is replaced with Exhibit M-1 attached hereto.

C. Section 7.B of the Agreement is deleted and replaced with the following new Section 7.B:

B. Golf Course Parcel.

1. Prohibition on Development. In accordance with the Golf Course Conservation Easement, no development of any kind shall be permitted on any portion of the Golf Course Parcel except as expressly allowed in Section 7.B of this Agreement.

2. Development of the Golf Course Parcel.

a. Conversion of Golf Course. The Park District shall have the right, power and authority to, and shall, use and improve the Golf Course Parcel for (i) the recreational uses depicted in the Park District Master Plan, in accordance with the Park District Master Plan and (ii) utility improvements necessary therefor, subject to compliance with the Restrictive Covenant. The Parties agree that the Park District Master Plan promotes the Conservation Values of the Golf Course Parcel. The Park District shall complete the improvements depicted in the Park District Master Plan in accordance with the schedule included in Exhibit M-1; provided the Parties agree the Future Potential Flood Storage areas are conceptual only and are not identified in Exhibit M-1. Without additional amendments to this Agreement, the Forest Preserve District's Executive Director may approve minor changes to the improvements depicted in the Park District Master Plan that, in his or her reasonable discretion, do not impair the Conservation Values; however, the Park District may change the uses depicted in the Park District Master Plan only upon an amendment to this Agreement and the conservation easement.

b. Tree Nursery. The City shall have the right, power and authority to use the Nursery Property if such use complies with (i) the Nursery Plan attached to this Easement as Exhibit L-2 and (ii) the Nursery Lease. The Parties agree that such operation of the Nursery Property does not affect or impair the Conservation Values of the Golf Course Parcel.

c. Half Day Road Access Trail.

i. General Obligation. If the Park District obtains the Trail Easement (defined below), then, within five years after the First Amendment Effective Date, it shall design and construct (i) a biking and pedestrian trail segment within that portion of the "Future Half Day Road Access Trail" depicted on the Park District Master Plan and located within property not owned by the Park District (the "Access

Trail”) and (ii) one or more wayfinding signs so that the public can readily identify the location of the Access Trail (the “Wayfinding Signs”). After construction of the Access Trail, the Park District shall use, operate, maintain, and replace the Access Trail according to the same standards the Park District applies to its other biking and pedestrian trails.

ii. Park District’s Land Acquisition

Obligation. To the extent necessary, the Park District shall exercise commercially reasonable efforts to obtain, within two years after the First Amendment Effective Date, fee simple, or easement rights or, if it cannot timely obtain fee simple or easement rights, a contractual right, to allow the Park District to construct, operate, use, maintain, and replace the Access Trail (the “Trail Easement”). If, despite commercially reasonable efforts, the Park District is unable to obtain the Trail Easement in that location, then it shall seek to obtain the Trail Easement in another location mutually agreed to by the Park District and the Forest Preserve District. The Parties shall cooperate to agree on a location for the Wayfinding Signs on property owned or controlled by one of the Parties pursuant to an easement, license, permit, or other right allowing the Park District to operate, maintain, and replace the Wayfinding Signs.

iii. Design and Planning of Access Trail and

Wayfinding Sign. The Park District shall design and construct, or cause construction of, the Access Trail and Way Finding Signs in accordance with plans that have been reviewed and approved by the Forest Preserve District, which shall not unreasonably withhold, condition or delay its approval. The Access Trail will be designed (i) with an asphalt surface, (ii) so the surface of the Access Trail will be at least eight (8) feet in width, except that the surface width may be narrower for short distances to the extent reasonably necessary to avoid damage to, relocation of, or interference with an existing tree, landscape screening, a utility pole or another obstruction, (iii) so that it is not shared with any portion of the Compton Avenue right of way used for vehicular traffic, and (iv) so that it is, to the extent practical, within public property, except, as stated above, the Access Trail will not share any area with a vehicular right of way.

3. Future Trail Connections.

a. Old Elm Road Trail Connection. On or before the third anniversary of the First Amendment Effective Date, the Park District shall complete, and provide to the Forest Preserve District and the City for their review and comment, a feasibility study to determine the following with respect to a trail segment that starts at the northern terminus of the Access Trail, and runs west from there along Half Day Road to a location on the east side of the Skokie River, then north along the Skokie River to Old Elm Road (the “Old Elm Road Trail Connection”): (a) whether there are one or more feasible routes for the Old Elm Road Trail Connection and, if so, the locations of such feasible routes, (b) whether members of the public support the installation and operation of the Old Elm Road Trail Connection, (c) a preliminary engineer’s opinion of probable cost, and (c)

whether owners of property rights necessary for the construction and operation of the Old Elm Road Trail Connection are willing to convey such rights to the Park District or the City for such purposes (the “Feasibility Study”). A conceptual location of the Old Elm Road Trail Connection is depicted on Page 1 of Exhibit L-3). To determine whether members of the public support the installation and operation of the Old Elm Road Trail Connection the Park District, City and Forest Preserve District shall, (a) hold one or more public open houses at which the Park District will present the potential Old Elm Road Trail Connection to the public, (b) invite and accept public comments regarding the Old Elm Road Trail Connection at each open house and through the Park District’s website, and (c) prior to each such open house, provide public notice on its website and through other reasonable means, and personal notice to all addresses within one-half mile of the potential Old Elm Road Trail Connection, of the date, time, and place of such open house. In conjunction with the Feasibility Study, and before the open house, the Park District shall provide to the District and the City for their review and comment, concept plans for the Old Elm Road Trail Connection. If the Feasibility Study concludes that the Old Elm Road Trail Connection is feasible, then (i) the Park District, Forest Preserve District, and City each shall consider participating in the funding and construction of the Old Elm Trail Connection pursuant to its capital improvement plan, (ii) the Park District, the City, and the Forest Preserve District shall cooperate to have the Old Elm Road Trail Connection designated within the Chicago Metropolitan Agency for Planning’s (CMAP) Northeastern Illinois Regional Greenways and Trails Plan, and the Forest Preserve District will provide reasonable staff assistance in support of such effort, all to increase the likelihood that the Parties can successfully apply for and receive grant funding for the design and construction of the Old Elm Road Trail Connection, and (iii) the Forest Preserve District will assist in identifying potential Congestion Mitigation and Air Quality (CMAQ), Illinois Transportation Enhancement Program (ITEP), and other grant funding for the Old Elm Road Trail Connection. For clarification and to avoid ambiguity, (i) if the Feasibility Study concludes that the Old Elm Road Trail Connection is feasible, each Party shall consider participating in the funding of the Old Elm Road Trail Connection when it prepares its next long-term capital improvement plan after the completion of the Feasibility Study and (ii) a Party’s obligation to consider funding does not obligate it to actually expend capital funds for construction, either on its own or in conjunction with any other Party or entity. If the Feasibility Study concludes that the Old Elm Road Trail Connection is not feasible, then, within ten years after the completion of that Feasibility Study, the Park District shall complete a second Feasibility Study that considers, in addition to the considerations identified above, whether pedestrian and bicycle usage and demand has increased or otherwise changed, as a result of the Park District’s improvements to the Golf Course Parcel.

b. Half Day – Route 41 Improvements. In conjunction with any plans by the Illinois Department of Transportation (“IDOT”) to make improvements to or in the vicinity of the intersection of Route 41 and Half Day Road, the City shall use commercially reasonable efforts to (i) ensure that the IDOT permit for such improvements will allow, and such improvements are designed to accommodate, the design and construction of the Half Day-Route 41

Connection and (ii) cause the design, construction, and operation of the Half Day-Route 41 Connection, funded either by (a) IDOT, (b) grant funding (such as Congestion Mitigation and Air Quality (CMAQ), Illinois Transportation Enhancement Program (ITEP), and other grant funding).

c. Connection to Target Property. The Parties acknowledge, without creating any obligations pursuant to this Agreement, their mutual desire that a trail be constructed connecting the existing and future trails within the Golf Learning Center Parcel to the “Target Property” located immediately south of the Golf Learning Center Parcel (a “Target Connection”). A conceptual Target Connection is generally depicted on page 2 of Exhibit L-3.

D. Section 9 of the Agreement shall be stricken in its entirety and replaced with the following:

SECTION 9. IDOT PARCEL. In accordance with the IDOT Parcel Restrictive Covenant, no new development of any kind shall be permitted on any portion of the IDOT Parcel.

E. Section 10.B. of the Agreement shall be stricken in its entirety and replaced with the following:

B. Time of the Essence; Force Majeure. Time is of the essence in the performance of all terms and provisions of this Agreement. However, if a party to this Agreement (for purposes of this Section 10.B, the “Non-Performing Party”) is unable to perform one of its obligations under this Agreement because of (i) casualty, (ii) national emergency, (iii) change in laws (other than a change by the Non-Performing Party) after the date that the obligation was approved by the parties, (iv) unusual and unreasonable delay by or refusal of a governmental authority to issue a necessary permit or approval, (v) war, enemy action, terrorism, or civil commotion, (vi) extraordinary weather or natural events, which may include without limitation a flood or earthquake, that experience, prescience, or care cannot reasonably foresee or prevent, and (vii) other causes beyond the control of the Non-Performing Party (each, a “Force Majeure”), then the Non-Performing Party will not be deemed to be in default for its failure to perform such obligation and the time for performance of such obligation will be extended by one day for each day that Force Majeure prevents performance. A Non-Performing Party may claim the benefit of Force Majeure only when it continuously and diligently uses commercially reasonable efforts to overcome the Force Majeure.

Section 4. Third Amendment to Golf Course Conservation Easement.

Promptly on or after the First Amendment Effective Date, the Parties shall execute and cause recordation of the Third Amendment to the Golf Course Conservation Easement, in substantially the form attached hereto as Exhibit A.

Section 5. First Amendment to Lushing Combined Parcel Conservation Easement

Promptly, but no later than 90 days after the First Amendment Effective Date, the City and the Forest Preserve District shall (i) prepare and deliver to IDNR for its approval as to form a First Amendment to the Lushing Combined Parcel Conservation Easement deleting Section 5(a)3 of the Lushing Combined Parcel Conservation Easement in its entirety (and no other changes) and (ii) if IDNR approves the First Amendment to the Lushing Combined Parcel Conservation Easement in such form, execute such Amendment, obtain IDNR's execution of such Amendment, and cause it to be recorded against the Lushing Combined Parcel. If, by the date that is one year after the First Amendment Effective Date, the Forest Preserve District, the City, and IDNR have not executed a First Amendment to the Lushing Combined Parcel Conservation Easement, then (i) the City shall execute a "Waiver of Rights Under Conservation Easement" pursuant to which the City waives its rights under only Section 5(a)3 of the Lushing Combined Parcel Conservation Easement and (ii) the City and the Forest Preserve District shall cause the executed Waiver of Rights Under Conservation Easement to be recorded against the Lushing Combined Parcel.

Section 6. General Provisions

A. Severability. If any provision, covenant, agreement, or portion of this Amendment or its application to any person, entity, or property is held invalid by a court of competent jurisdiction, the remaining provisions of this Amendment and the validity, enforceability, and application to any person, entity, or property shall not be impaired thereby, but such remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement and this Amendment to the greatest extent permitted by applicable law.

B. Interpretation. This Amendment shall be construed without regard to the identity of the Party who drafted the various provisions of this Amendment. Moreover, each and every provision of this Amendment shall be construed as though all Parties to this Amendment participated equally in the drafting of this Amendment. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party shall not be applicable to this Amendment.

C. Headings. The table of contents, heading, titles, and captions in this Amendment have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Amendment.

D. Exhibits. The exhibits attached to this Amendment are, by this reference, incorporated in and made a part of this Amendment. In the event of a conflict between an exhibit and the text of this Amendment, the text of this Amendment shall control.

E. Amendments and Modifications. No amendment or modification to this Amendment shall be effective unless and until it is reduced to writing and approved and executed by all Parties to this Amendment in accordance with all applicable statutory procedures.

F. Authority to Execute. Each person executing this Amendment warrants and represents to the Parties that: (i) they have been properly authorized to do so by their respective corporate authorities; (ii) the Party on whose behalf they are executing has the full and complete right, power, and authority to enter into this Amendment and to agree to the terms, provisions and conditions set forth in this Amendment; (iii) all legal actions needed to authorize the execution, delivery and performance of this Amendment have been taken by the Party on whose behalf they are executing; and (iv) that neither the execution of this Amendment nor the performance of the obligations assumed by the Party on whose behalf they are executing will (a) result in a breach or default or (b) violate any statute, law, restriction, court order or agreement to which such Party may be subject.

G. Counterpart Signatures. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

The Parties hereto have executed this Amendment as of the latest date on this signature page, which will be the First Amendment Effective Date.

ATTEST:

CITY OF HIGHLAND PARK

City Clerk

Mayor

Date: _____

ATTEST:

PARK DISTRICT OF HIGHLAND PARK

Secretary, Board of Park Commissioners

President, Board of Park Commissioners

Date: _____

ATTEST:

LAKE COUNTY FOREST PRESERVE
DISTRICT

Secretary

President

Date: _____

EXHIBIT A

(to First Amendment to Intergovernmental Agreement)

THIRD AMENDMENT TO GRANT OF CONSERVATION RIGHT AND EASEMENT **(HIGHLAND PARK COUNTRY CLUB GOLF COURSE PARCEL)**

THIS THIRD AMENDMENT TO GRANT OF CONSERVATION RIGHT AND EASEMENT (“Amendment”) is made and entered into as of the ___ day of _____, 2020, by the PARK DISTRICT OF HIGHLAND PARK (“Grantor”), an Illinois special district organized and existing under the Illinois Park District Code, 70 ILCS 1205 et seq., having an address at 636 Ridge Road, Highland Park, Illinois 60035 and LAKE COUNTY FOREST PRESERVE DISTRICT (“Grantee”), a body politic and corporate organized and existing under the Illinois Downstate Forest Preserve Act, 70 ILCS 805/0.001 et seq., having an address at 1899 West Winchester Road, Libertyville, Illinois. Grantor and Grantee are the “Parties.” In consideration of the provisions below, the Parties agree as follows:

Section 1. Recitals.

A. As required by that certain Intergovernmental Agreement dated as of April 22, 2002 (“Intergovernmental Agreement”) between Grantor, Grantee, and the City of Highland Park (the “City”), the City, as the then owner of the Property, conveyed to Grantee the right to preserve and protect the Conservation Values of the Property by that certain “Grant of Conservation Right and Easement (Highland Park Country Club Golf Course Parcel)” dated June 18, 2002 and recorded in the Lake County Recorder of Deeds Office on December 23, 2002 as Document Number 5080789 (the “Original Conservation Easement”), as amended by that certain First Amendment to Grant of Conservation Right and Easement dated April 25, 2005, and recorded in the Lake County Recorder of Deeds Office on May 5, 2005 as Document Number 5776327 (the “First Amendment”), and that certain Second Amendment to Grant of Conservation Right and Easement dated April 9, 2007, and recorded in the Lake County Recorder of Deeds Office on June 12, 2007 as Document Number 6195870 (“Second Amendment”; the Original Conservation Easement, as amended by the First Amendment and the Second Amendment is collectively, the “Conservation Easement”).

B. The Property that is subject to the Conservation Easement is (i) legally described in Exhibit A to the Second Amendment, which Exhibit A, for convenience, is also attached to this Amendment and (ii) is also legally described as Lot 1, 6 and 7 of the Highland Park Golf Course Plat of Resubdivision, recorded November 10, 2004 as document number 5679534, in Lake County, Illinois.

C. After approval of the Second Amendment, the City (which was the original grantor of the Conservation Easement) sold the Property to Grantor. As such, Grantor is the successor to the City under the Conservation Easement and, pursuant to the Conservation Easement, including without limitation Section 21(f) of the Conservation Easement, bound by the Conservation Easement.

D. Grantor and Grantee desire to amend the Conservation Easement to change the allowed uses on the Property.

Section 2. Amendments to Golf Course Conservation Right and Easement.

A. The second WHEREAS clause of the Conservation Easement is hereby deleted and replaced with the following:

WHEREAS, Grantor has caused to be prepared the “Master Plan” for the redevelopment of the Property prepared by Hey and Associates, Inc. and dated 12/20/2019 and attached to this Conservation Easement as Exhibit G (the “Park District Master Plan”); and

B. The third WHEREAS clause of the Conservation Easement is hereby deleted and replaced with the following:

WHEREAS, the Property has significant recreational, scenic and aesthetic value to Grantor, Grantee, and to the general public, and, specifically, the recreational values are those recreational uses on that portion of the Golf Course Property (excluding the Nursery Property, defined below) that are generally depicted in the Park District Master Plan (collectively, the “Conservation Values”); and

C. The following new WHEREAS clause is added to the Conservation Easement:

WHEREAS, Grantor desires to use a certain portion of the Property (the “Nursery Property”) pursuant to that Tree Nursery Lease Agreement dated December 18, 2018, and attached to this Conservation Easement as Exhibit H (the “Nursery Lease”), for the purpose of planting, operating and maintaining a tree nursery in accordance with the plan attached to this Conservation Easement as Exhibit I (the “Nursery Plan”);

D. Section 1 of the Easement is hereby deleted and replaced with the following new Section 1:

1. PURPOSE.

It is the purpose of this Conservation Easement to assure that the Property will be retained forever predominantly in its scenic and open space condition, operated as public recreational open space in substantial accordance with the Park District Master Plan and that any plant and animal communities located on the Property which are indigenous to northeastern Illinois will be preserved to the extent feasible.

E. Section 2 of the Easement is hereby amended by deleting sub-paragraph (f) and replacing it with the following:

(f) To preserve the public recreational aspects of the Property as a venue for the recreational uses depicted in the Park District Master Plan;

F. Section 3 of the Easement is hereby amended by deleting sub-paragraph (f) and replacing it with the following:

(f) Operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other type of motorized vehicles except for (i) emergency vehicles and (ii) vehicles used in connection with the construction, maintenance, replacement and repair of the improvements within the Property.

G. Section 4 of the Easement is amended by striking and replacing the last sentence with the following:

Notwithstanding anything in this Section 4 to the contrary, upon written approval of Grantor's corporate authorities, Grantor may elect to cease using the Property for recreational purposes, in which case (i) the Property may then (a) be used solely for passive open space purposes or (b) be allowed to revert to a natural setting, (ii) Grantor shall promptly remove all unused recreational improvements from the Property, and (iii) all other restrictions set forth in this Conservation Easement shall remain in full force and effect.

H. Section 5(a)(3) of the Easement is stricken and replaced with the following:

3. The right to construct, operate, maintain, and replace on the Property:

- (i) the recreational uses and improvements depicted on the Park District Master Plan; however, without additional amendments to this Conservation Easement, the Grantee (through its Executive Director or other authorized person) may approve, in writing, minor changes to the improvements depicted in the Park District Master Plan that, in its reasonable discretion, do not impair the Conservation Values; however, the Grantor may change the uses depicted in the Park District Master Plan only upon an amendment to this Conservation Easement,
- (ii) within the Nursery Property, a tree nursery, in accordance with both (a) the Nursery Plan attached to this Easement as Exhibit I and (b) the Nursery Lease attached to this Conservation Easement as Exhibit H; the Parties agree that such operation of the Nursery Property does not affect or impair the Conservation Values of the Golf Course Parcel.

I. Section 5(a)(4) of the Easement is stricken and replaced with the following:

4. The right to remove live trees as necessary to protect the Conservation Values of the Property, or where necessary to remove any limbs or trees which are an impediment to the use of the Property in accordance with the Park District Master Plan, so long as the Park District uses all reasonable efforts to minimize the damage to such trees in taking such actions.

J. Section 5(a)(9) of the Easement is hereby stricken in its entirety.

K. Section 18 of the Easement is amended by adding/amending the following notice recipients:

To Grantor: Park District of Highland Park
636 Ridge Road
Highland Park, Illinois 60035
Attn: Executive Director

With a copy to: Adam B. Simon, Esq.
Ancel Glink, P.C.
175 E. Hawthorn Parkway, Suite 145
Vernon Hills, Illinois 60061

To Grantee: Lake County Forest Preserve District
1899 W. Winchester Road
Libertyville, Illinois 60048
Attn: Executive Director

With a copy to: Matthew E. Norton, Esq.
Burke, Warren, MacKay & Serritella, P.C.
330 N. Wabash Avenue, 21st Floor
Chicago, Illinois 60611

L. Section 21(b) of the Easement is hereby amended by deleting the first sentence and replacing it with the following:

Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the purpose of this Conservation Easement and the policy and purpose of 765 ILCS 120/1 – 120/6 and the Statute. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

M. Section 21(k) of the Easement is hereby deleted and replaced with the following:

(k) Approval by Grantee. The Parties to this instrument acknowledge and agree that whenever the consent or approval of Grantee is required hereunder, and the authority to consent or approve is not delegated to a particular officer, employee, or other representative of Grantee, then, such consent or approval will be deemed to have been provided only by (i) the affirmative vote of at least two-thirds (2/3rds) in number of the members of the Grantee's Planning Committee (or if such committee no longer exists at the time consent or approval is sought, such equivalent committee or subsidiary body designated by Grantee's Executive Director (or if such position no longer exists at the time of consent or approval is sought, Grantee's chief executive officer or chief administrative officer) or (ii) failing such affirmative vote, the approval of the Grantee's corporate authorities.

Section 3. Amendments to Exhibits. The following amendments are made to the exhibits to the Conservation Easement:

A. Park District Master Plan. Exhibit G (Park District Master Plan) attached to this Amendment is added to the Conservation Easement.

B. Nursery Lease. Exhibit H (Nursery Lease) attached to this Amendment is added to the Conservation Easement.

C. Nursery Plan. Exhibit I (Nursery Plan) attached to this Amendment is added to the Conservation Easement.

Section 4. General Provisions.

A. Recording. Grantee shall record this Amendment in the Office of the Lake County Recorder of Deeds, Illinois, and may re-record it at any time or times as Grantee may, in its sole discretion, deem it advisable to preserve its rights in this Amendment. Grantee may, prior to the fortieth (40th) anniversary of the date of this Amendment and at such other times as Grantee deems necessary, record a claim pursuant to the Illinois Code of Civil Procedure, 735 ILCS 5/13-I 18, for the purpose of preserving the lien of this Amendment in perpetuity. Nothing contained in this paragraph shall be deemed to constitute an acknowledgment that any such recording is necessary, however, and Grantor and Grantee expressly acknowledge that no such recording is necessary in order to perpetuate the validity or enforceability of this Amendment.

B. Ratification. The Conservation Easement, as amended by this Amendment, is hereby ratified and confirmed. Except as expressly modified or amended in this Amendment, all terms, conditions, and provisions of the Conservation Easement shall remain in full force and effect; provided, however, that any provision of the Conservation Easement shall be deemed modified as necessary to give practical effect to the provisions of this Amendment. To the extent a term or provision of this Amendment conflicts with the rest of the Conservation Easement, the term or provision of this Amendment shall control.

[SIGNATURE PAGES FOLLOW]

The Parties hereto have executed this Amendment as of the latest date on this signature page, which will be the First Amendment Effective Date.

Attest:

PARK DISTRICT OF HIGHLAND PARK

_____ By: _____
Secretary President, Board of Park Commissioners

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me on _____, 2020, by _____, the President, Board of Park Commissioners City Manager and _____, the Secretary, Board of Park Commissioners of **PARK DISTRICT OF HIGHLAND PARK**, which individuals are known to me to be the identical persons who signed the foregoing instrument as such officers of the township for and on behalf of said park district, and that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of the township, for the uses and purposes therein mentioned.

Given under my hand and official seal this ____ day of _____, 2020.

Signature of Notary

SEAL

My Commission expires: _____

Attest:

LAKE COUNTY FOREST PRESERVE DISTRICT

Its: _____

By: _____
Angelo D. Kyle, President

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me on _____, 2020, by Angelo D. Kyle, the President and _____, the _____ of the **Lake County Forest Preserve District**, an Illinois unit of local government, which individuals are known to me to be the identical persons who signed the foregoing instrument as such officers of the District for and on behalf of said District, and that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of the District, for the uses and purposes therein mentioned.

Given under my hand and official seal this ____ day of _____, 2020.

Signature of Notary

SEAL

My Commission expires: _____

**EXHIBITS TO THIRD AMENDMENT TO
GRANT OF CONSERVATION RIGHT AND EASEMENT:
TO BE ATTACHED**

EXHIBIT C

(to First Amendment to Intergovernmental Agreement)

Identification and Legal Descriptions of Parcels Affected by First Amendment to Intergovernmental Agreement

Parcel (as identified in Agreement)	Parcel (as identified in Amendment)	Current Legal Description of Parcel
Lushing Combined Parcel	Skokie River Woods	<p>PARCEL 1: THAT PART OF LOT 18 IN SCHOOL TRUSTEES' SUBDIVISION IN SECTION 16, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF ROUTE 41 (KNOWN AS SKOKIE HIGHWAY), IN LAKE COUNTY, ILLINOIS.</p> <p>PARCEL 2: THAT PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF ROUTE 41 (KNOWN AS SKOKIE HIGHWAY), IN LAKE COUNTY, ILLINOIS.</p> <p>EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:</p> <p>THAT PART OF LOT 18 IN SCHOOL TRUSTEES SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 43 NORTH, RANGE 12 EAST AND PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 21; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST (ASSUMED) 1230.27 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16 TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES, 23 MINUTES, 17 SECONDS WEST 338.05 FEET; THENCE SOUTH 00 DEGREES, 36 MINUTES, 43 SECONDS WEST 10.00 FEET; THENCE NORTH 89 DEGREES, 23 MINUTES, 17 SECONDS WEST 250.00; THENCE SOUTH 00 DEGREES, 36 MINUTES, 43 SECONDS WEST 225.98 FEET; THENCE SOUTH 40 DEGREES, 49 MINUTES, 13 SECONDS WEST 384.20 FEET; THENCE SOUTH 25 DEGREES, 32 MINUTES, 30 SECONDS EAST 1923.89 FEET ALONG A LINE LYING 150.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE EXISTING NORTHEAST RIGHT-OF-WAY LINE OF U.S. ROUTE 41 (RECORDED AS DOCUMENT NO. 385225) TO THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 21; THENCE SOUTH 00 DEGREES, 40 MINUTES, 47 SECONDS WEST 339.48 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 25 DEGREES, 32 MINUTES, 30 SECONDS WEST 2995.93 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE NORTH LINE OF SAID LOT 18; THENCE SOUTH 89 DEGREES, 26 MINUTES, 59 SECONDS EAST 1308.00 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST 94.81 FEET ALONG SAID EAST LINE TO SAID POINT OF BEGINNING.</p> <p>ACCESS CONTROL LINE:</p> <p>THAT PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS BEGINNING ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21, 338.46 FEET NORTH (AS MEASURED ALONG SAID EAST LINE) OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 41 (SKOKIE HIGHWAY) PER DOCUMENT NO. 385225; THENCE NORTH 25 DEGREES, 32 MINUTES, 30 SECONDS WEST 1923.82 FEET PARALLEL WITH AND 150.00 FEET EASTERLY OF SAID RIGHT-OF-WAY; THENCE NORTH 40 DEGREES, 49 MINUTES, 13 SECONDS EAST 384.20 FEET; THENCE NORTH 00 DEGREES, 36 MINUTES, 43 SECONDS EAST 225.98 FEET; THENCE SOUTH 89 DEGREES, 23 MINUTES, 17 SECONDS EAST 250.00 FEET TO THE POINT OF TERMINUS, IN LAKE COUNTY, ILLINOIS.</p>
Golf Course Parcel	Community Park at the Recreation Center at Highland Park	Lot 1, 6 and 7 of the Highland Park Golf Course Plat of Resubdivision, recorded November 10, 2004 as document number 5679534, in Lake County, Illinois.

EXHIBIT L-1

(to First Amendment to Intergovernmental Agreement)

PARK DISTRICT MASTER PLAN

Exhibit L-1 Park District Master Plan With Flood Storage

Half Day Road



Quiet/Habitat Zone

Family Zone

Activity Zone

- | | |
|--|--|
| Connector Trail
(.75 mile @ 8' wide) | |
| Gateway Path
(.15 mile @ 10' wide) | |
| Destination Pathways
(1 mile existing primary routes) | |
| Observation Pathways
(3 miles existing cart paths) | |
| Proposed Pathways
(.25 mile new pathway connectors) | |
| Cross-country Loop
(1 mile mowed/light surface) | |
| Future Half Day Road
Access Trail | |
| Interactive Pathways | |
| Programming | |
| Intergenerational Nature Play | |
| Turf Gathering Areas | |
| Small Group Areas | |
| Benches | |
| Park Signage | |
| Park Entrance | |
| Natural Features | |
| Pond | |
| Shoreline Restoration
(BPA 219 Grant Funded) | |
| Trees | |
| Future Potential Flood Storage | |
| Hemi-Marsh Footprint | |
| Mesic Prairie | |
| Extent of Excavation | |
| Hydrology | |
| Floodplain Boundary | |
| Floodway Boundary | |

EXHIBIT L-2

(to First Amendment to Intergovernmental Agreement)

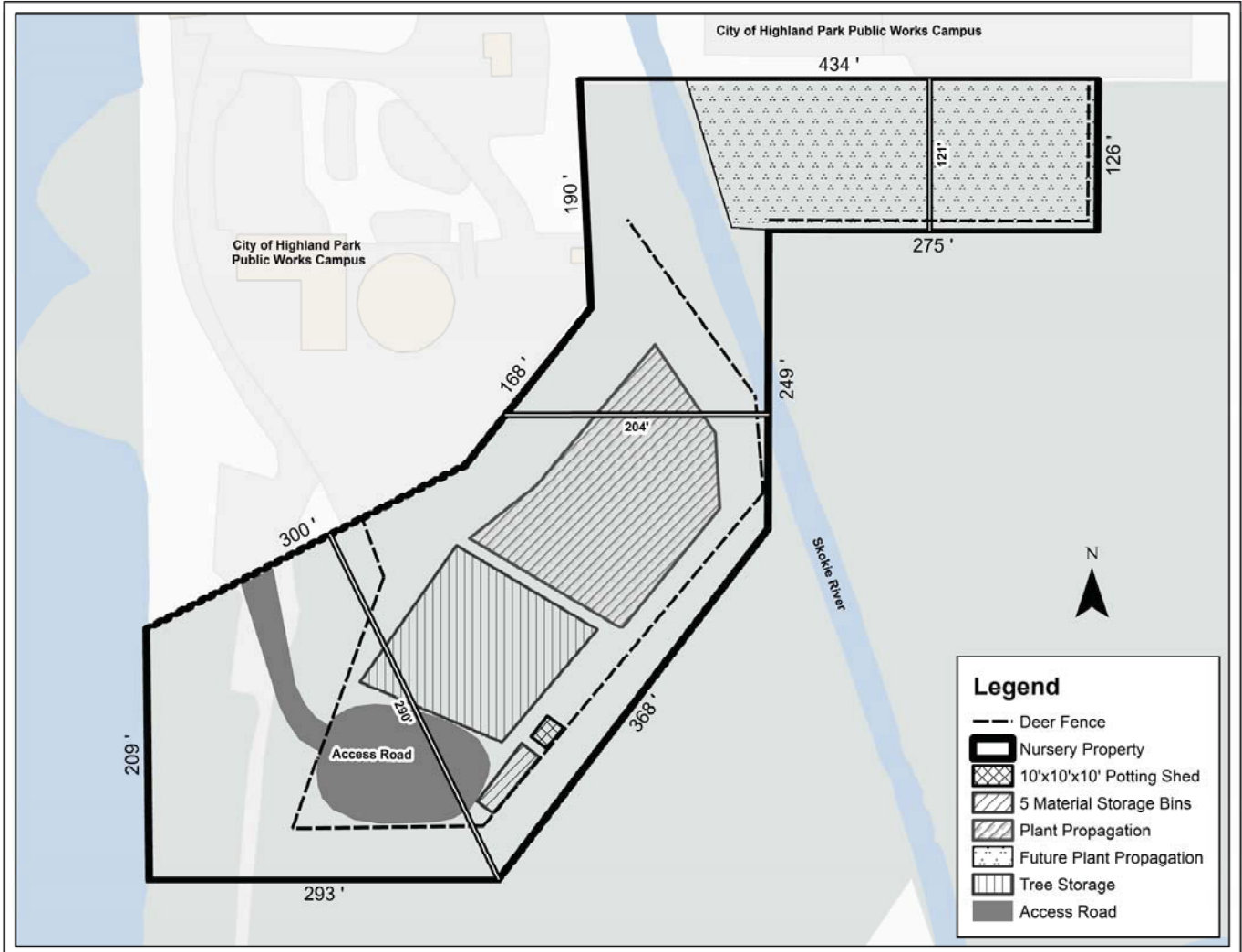




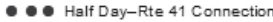



EXHIBIT L-3

(to First Amendment to Intergovernmental Agreement)

CONCEPTUAL LOCATIONS OF OLD ELM ROAD
TRAIL CONNECTION AND TARGET CONNECTION

Exhibit L-3 Page 1

Legend

-  Skokie River Woods
-  Skokie Valley Bike Path
-  Half Day—Rte 41 Connection
-  Existing Trails
-  Old Elm Rd Trail Connection Concept
-  Access Trail

Lake County Forest Preserve District
1899 W Winchester Rd
Libertyville, Illinois 60048
847-968-3351
www.lcfd.org

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.

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



2017 Aerial Photo





Map Prepared 19 February 2020



Exhibit L-3 Page 2

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

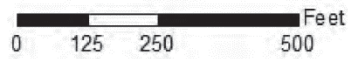
Legend

-  Skokie River Woods
-  Planned Gateway Trail
-  Planned Sidewalk
-  Target Connection



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.

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



2019 Aerial Photo

Map Prepared 17 January 2020










EXHIBIT L-4

(to First Amendment to Intergovernmental Agreement)

CONCEPTUAL LOCATION OF HALF DAY-ROUTE 41 CONNECTION

Exhibit L-4

Legend

-  Skokie River Woods
-  Half Day-Rte 41 Connection
-  Connector Trail
-  Existing Trail
-  Old Elm Rd Trail Connection Concept
-  Access Trail
-  Skokie Valley Bike Path

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

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.

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



2017 Aerial Photo

Map Prepared 19 February 2020

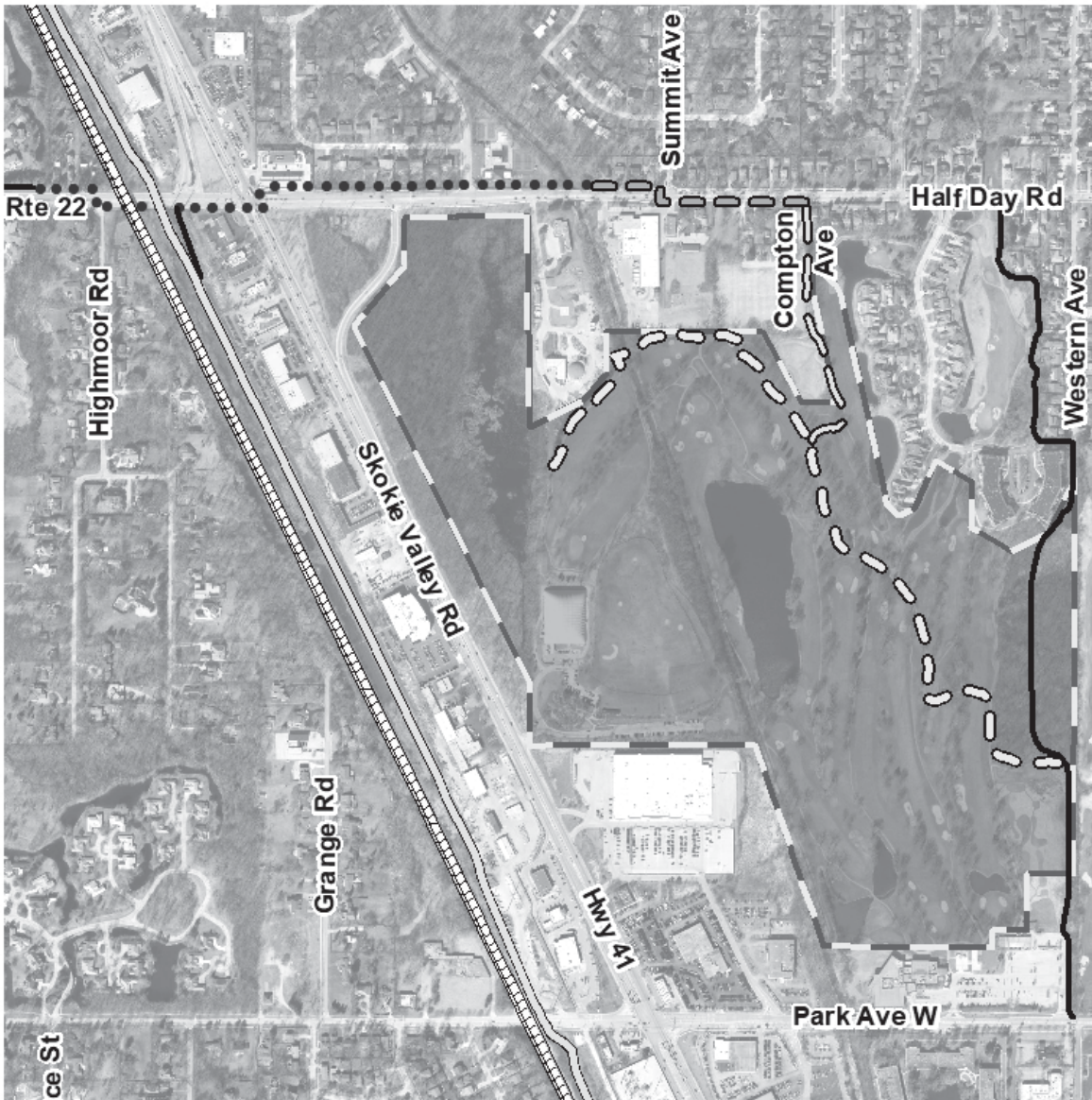


EXHIBIT M-1

Construction Schedule for Construction of Improvements Depicted in Park District Master Plan

Exhibit M-1: Schedule for Construction of Improvements Depicted in Park District Master Plan

Spring 2020	Final Approvals and Permitting
Summer 2020	Bid/Award Project
Summer 2020 - Winter 2020/21	Installation of Park and Programming Features Shoreline Restoration Seeding, Monitoring and Maintenance
Spring 2021	Trail and Pathway Development Including Gateway Path (except that the construction schedule for the Access Trail as defined in the Intergovernmental Agreement is set forth in Section 7.B.2.c of the Intergovernmental Agreement.) Installation of Landscaping and Live Plants
Late Summer 2021	Completion of All Master Plan Improvements Opening Event
2021 – 2023	Establishment and Maintenance of Restored Areas