

DATE: June 1, 2020

MEMO TO: John Wasik, Chair
Planning Committee

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

RECOMMENDATION: Recommend approval of a Resolution approving an Amended and Restated Intergovernmental Agreement with the Village of Lake Barrington to allow bicycle use at Grassy Lake Forest Preserve, replace a trail license with a trail easement, and restate prohibited uses.

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

FINANCIAL DATA: The only financial impact to the District is the cost for removing and replacing signage, which is minimal.

BACKGROUND: In 1989 the Lake County Forest Preserve District (the “District”) entered into an Intergovernmental Agreement (the “1989 IGA”) with the Village of Lake Barrington (the “Village”). At that time, under the Downstate Forest Preserve District Act, and based on the District’s then-population of less than 600,000, the District was authorized to acquire real property within a municipality, only with the municipality’s consent. The 1989 IGA established the terms under which the Village would consent to the District’s acquisition of the property within the Village’s municipal boundaries which is now known as Grassy Lake Forest Preserve (the “Preserve”). The 1989 IGA, which is potentially perpetual in its application to the Preserve, imposes certain limitations on the District’s use of the Preserve including, the use of bicycles and/or bike paths, unless the Village provides written notice to the District that it desires to allow bicycling on the existing paths within the Preserve.

A 2001 First Amendment to the 1989 IGA (the “2001 Amendment”) provided the District a non-exclusive license for a trail connection (the “Trail Access”) from the existing District trail to the Village’s existing parking lot on Old Barrington Road, as well as a license allowing the District and members of the public to utilize the Village’s parking area (the “Parking Lot”), all of which are located on Village property (the “Municipal Center Property”).

In 2003, the Village and the District executed a Second Amendment to the 1989 IGA (the “2003 Amendment”), which removed the prohibition for leashed dogs to use the Preserve trails.

The Village has inquired whether the District would be amenable to an additional amendment of the 1989 IGA to allow the use of bicycles on the Preserve trails. The Village and District each receive multiple requests for the use of bicycles on the trails annually.

The proposed Amended and Restated Intergovernmental Agreement (the “Restated Agreement”) would remove the bicycle use restriction. In addition, the terms of the Restated Agreement would replace a non-exclusive trail license benefiting the District along the western and southern portions of the Municipal Center Property with a permanent non-exclusive easement to the District to continue operating the trail and also to conduct natural resource management. Also, the separate non-exclusive licenses for the Trail Access and Parking Lot areas would be amended to be in force for a 20-year term, and would permit both the District and the Village to terminate each of the licenses with a 30-day’s notice to the other party, including if the Village requested the District to contribute to the renovation or expansion of the Parking Lot. Since 1989, the District has established other parking opportunities at the Preserve, so the Parking Lot is not as important to the District as it once was. Finally, the Restated Agreement would delete, clarify, and update certain of the use restrictions (in addition to the bicycle restriction) that were included in the 1989 IGA.

The Village’s Board of Trustees approved the Restated Agreement at its May 5, 2019, meeting.

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

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR JUNE MEETING
JUNE 9, 2020**

MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **PLANNING COMMITTEE** presents herewith “A Resolution Approving an Amended and Restated Intergovernmental Agreement with Village of Lake Barrington regarding the use of Grassy Lake Forest Preserve,” 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**

**A RESOLUTION APPROVING AN AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT WITH
THE VILLAGE OF LAKE BARRINGTON REGARDING THE USE OF
GRASSY LAKE FOREST PRESERVE**

WHEREAS, the Lake County Forest Preserve District (the “District”) owns property that is commonly known as the Grassy Lake Forest Preserve (“Grassy Lake”), totaling approximately 689.2 acres; and

WHEREAS, the District and the Village of Lake Barrington (the “Village”) entered into an Intergovernmental Agreement dated December 15, 1989 , as amended by (i) an amendment dated October 2, 2001 and (ii) an amendment dated October 7, 2003 (collectively, the “Current Agreement”); and

WHEREAS, the Current Agreement, among other matters, limits and regulates the District’s use of Grassy Lake, which limits include a prohibition on bicycle use within Grassy Lake; and

WHEREAS, it is in the District’s best interest to (i) enter into an Amended and Restated Intergovernmental Agreement in substantially the form attached hereto (the “Restated Agreement”) and (ii) terminate the Current Agreement, to the extent provided in the Restated Agreement; and

WHEREAS, the Restated Agreement would, among other matters (i) allow the use of bicycles on certain Grassy Lake trails, (ii) replace a non-exclusive trail license benefiting the District within the Village’s property with a permanent non-exclusive easement within the Village’s property to the District to continue operating the trail and also to conduct natural resource management, (iii) allow the District to terminate an existing parking lot license if the Village requests that the District contribute to its repair or expansion, and (iv) delete, clarify, and update certain of the use restrictions (in addition to the bicycle restriction) that are included in the Current Agreement; and

WHEREAS, the District is authorized to enter into the Restated Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., which allows any power, privilege, function, or authority exercised by a public agency, including the District and the Village, to be exercised, combined, transferred, and enjoyed jointly with any other public agency to the extent not prohibited by law, and pursuant to other applicable authority;

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 Restated Agreement. The Restated Agreement is hereby approved in substantially the form attached hereto. The President, Executive Director and Secretary are authorized and directed to execute on behalf of the District the Restated Agreement, in substantially the form attached hereto, and whatever other documents are necessary to effectuate the transactions contemplated by the Restated Agreement.

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 _____, 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. _____

**This instrument was
prepared by
and after recording
return to:**

Matthew E. Norton, Esq.
Burke, Warren, MacKay
& Serritella, P.C.
330 North Wabash Street
Suite 2100
Chicago, Illinois 60611

Above Space For Recorder's Use Only

**Amended and Restated Intergovernmental Agreement
by and between
Lake County Forest Preserve District
and
Village of Lake Barrington**

This Intergovernmental Agreement (“Agreement”) is dated as of _____, 2020 (the “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 District Act, 70 ILCS 805/0.001 *et seq.* (the “District”), and the **Village of Lake Barrington**, an Illinois home rule municipal corporation, organized and existing under Article VII, §6 of the Illinois Constitution and the Illinois Municipal Code, 65 ILCS 5/1-1 *et seq.* (the “Village”).

In consideration of the recitals and the mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Village (together, the “Parties” and individually a “Party”) agree as follows:

Section 1. Recitals.

A. The Parties entered into an Intergovernmental Agreement dated December 15, 1989 (the “Original Agreement”), as amended by (i) the Amendment to Intergovernmental Agreement dated October 2, 2001 and recorded with the Lake County Recorder as Document #4802225 (the “First Amendment”) and (ii) the Second Amendment to Intergovernmental Agreement dated October 7, 2003 and recorded with the Lake County Recorder as Document

#5525681 (the “Second Amendment”; the Original Agreement, the First Amendment, and the Second Amendment are, collectively, the “Current Agreement”).

B. The Current Agreement pertains to (among other matters) certain parcels of land within the Village’s corporate boundaries, which was defined in the Current Agreement as the “Property”, legally described on Exhibit A to the Current Agreement, generally depicted on Exhibit B to the Current Agreement. As of December 15, 1989, the effective date of the Original Agreement, the District was considering whether to acquire some or all of the Property.

C. Section 6 of the Downstate Forest Preserve District Act, 70 ILCS 805/6, provides that no forest preserve district “with a population less than 600,000 shall have the power to purchase [or] condemn . . . property within a municipality without the concurrence of the governing body of the municipality . . .”. At the time the Parties entered into the Original Agreement, the District had a population less than 600,000. Pursuant to the Original Agreement, the Village consented to the District’s acquisition of the Property, which is within the Village’s corporate limits, subject to certain conditions stated in the Original Agreement and, later, the Current Agreement.

D. Subject to the Current Agreement, and with the Village’s consent, the District has now acquired fee simple interests and easements in certain portions of real property within the Village, including portions of, but not all of, the Property. Specifically, the District has acquired (i) fee simple interests in the real property legally described on Exhibit A and generally depicted on Exhibit B to this Agreement as the “District Fee Simple Parcels” and (ii) easements in those portions of real property that are legally described on Exhibit A and generally depicted on Exhibit B to this Agreement as the “District Easement Parcels”. The District Fee Simple Parcels and the District Easement Parcels are referred to herein, collectively, as the “District Acquired Parcels”. The District Acquired Parcels are part of a larger forest preserve now commonly known as “Grassy Lake Forest Preserve”.

E. The Parties desire to (i) terminate the Current Agreement, to the extent provided in Section 2 of this Agreement and (ii) restate, as further described and provided in this Section and the remainder of this Agreement, their mutual rights and obligations with respect to (i) the District Acquired Parcels and (ii) any other real property, in which the District, after the Effective Date, acquires a fee simple interest, easement right, or other real property right, that is within the Village’s corporate boundaries at the time of such acquisition and that is not, during the term of this Agreement, disconnected or detached from the corporate boundaries of the Village (“Future District Acquired Parcels”).

F. In the Current Agreement, as a condition (among others) to the Village’s consent to the District’s acquisition of the Property, the District agreed to certain limitations on the District’s uses of any portion of the Property acquired by the District (the “Use Limitations”). One of the Use Limitations, as stated in the Original Agreement and amended by the Second Amendment, provides that the District may not use the Property for “bicycling and/or bike paths, unless the Village provides written notice to the District that it desires to allow bicycling on existing paths on the Property”.

G. The Parties desire to (i) allow the District to use portions of the District Acquired Parcels for bicycling and bicycle paths, subject to a one-time right of the Village to prohibit such use and (ii) to add, remove, and clarify certain other Use Limitations.

H. The Current Agreement pertains in part to a certain parcel of real property within the Property described as “Parcel GLF 20”. Pursuant to the Current Agreement, the District agreed that, if it acquired Parcel GLF 20, it would do so subject to, or grant, a perpetual easement within Parcel GLF 20 to permit the discharge into the Fox River of treated effluent from a privately owned wastewater treatment plant owned and operated by the Lake Barrington Community Homeowners Association (the “Association”) for the benefit of the Association and the members of the Association who own condominium units within that certain development commonly known as Lake Barrington Shores (the “GLF 20 Sewer Easement Obligation”). Since the effective date of the Original Agreement, the District has (i) acquired an easement in a reconfigured version of Parcel GLF 20, legally described in Exhibit A to this Agreement and generally depicted in Exhibit C as “Reconfigured Parcel GLF 20,” allowing the District to use Reconfigured Parcel GLF 20 for forest preserve purposes, including for a public recreational trail and (ii) pursuant to such easement has constructed an existing public recreational trail within Reconfigured Parcel GLF 20, which is generally depicted on Exhibit C as the “GLF 20 Trail Segment”. The District does not own and has no current plans to acquire the fee simple interest in Reconfigured Parcel GLF 20. However, in the event of any such future acquisition, the Parties desire to continue and re-state the GLF 20 Sewer Easement Obligation in this Agreement.

I. Pursuant to the Current Agreement, the District also agreed to grant to the Association a perpetual easement for any and all sanitary sewer lines that served the Association and existed within the Property as of December 15, 1989 (the “General Sewer Easement Obligation”). The Parties desire to continue and re-state the General Sewer Easement Obligation in this Agreement.

J. Pursuant to the First Amendment, the Village granted to the District, and the District accepted, a non-exclusive license on property identified in the First Amendment as the “Lake Barrington Municipal Center Property” for (i) constructing, maintaining, operating, and replacing a District trail within a portion of the Lake Barrington Municipal Center Property (the “Municipal Property Trail Segment”), (ii) parking vehicles in a parking lot within the Lake Barrington Municipal Center Property (the “Parking Lot”), and (iii) constructing, maintaining, operating, and replacing ingress and egress between the Municipal Property Trail Segment and the Parking Lot (the “Trail Access”). The Lake Barrington Municipal Center Property, Municipal Property Trail Segment, Parking Lot, and Trail Access are generally depicted in Exhibit D.

K. The District desires to amend and restate the Current Agreement to (i) replace the non-exclusive license for the Municipal Property Trail Segment with a perpetual non-exclusive easement and (ii) re-state the licenses for the Parking Lot and Trail Access.

L. The Parties enter into this Agreement pursuant to the Downstate Forest Preserve District Act, 70 ILCS 805/0.01 *et seq.*, the Illinois Municipal Code, 65 ILCS 1/1-1 *et seq.*, Article VII, Section 6 of the Illinois Constitution, Article VII, Section 10 of the Illinois

Constitution, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and all other applicable authority.

Section 2. Termination of Current Agreement.

The Parties hereby terminate the Current Agreement as of the Effective Date, except that (i) any right that a Party has related to a breach of or default under the Current Agreement that accrued prior to the Effective Date survives such termination and (ii) the GLF 20 Sewer Easement Obligation and the General Sewer Easement Obligation are not terminated, but are re-stated as provided in this Agreement. From and after the Effective Date, neither Party shall have any further rights or obligations under the Current Agreement, except to the extent such rights survive as stated in this Section 2.

Section 3. Trail and Wetland Easement and Parking Lot and Access Trail License Granted by Village.

A. Grant of Trail and Wetland Easement. The Parties shall execute (at the time provided in the last sentence of this Section 3.A) the “Easement Agreement by and between Lake County Forest Preserve District and Village of Lake Barrington” in the form attached to this Agreement as Exhibit E (the “Trail and Wetland Easement Agreement”), granting to the District a perpetual easement over the “Trail and Wetland Easement Property” generally depicted in Exhibit D attached hereto for the purposes of (i) maintaining, operating, and replacing the Municipal Property Trail Segment within the Trail and Wetland Easement Property and (ii) maintaining and restoring wetlands and other natural areas within the Trail and Wetland Easement Property (the “Trail and Wetland Easement”). Promptly following the Effective Date, the District’s Executive Director shall cause to be prepared and delivered to the Village’s Village Administrator, for his or her review and approval, a proposed Plat of Easement, to be attached as Exhibit A to the Trail and Wetland Easement Agreement. The Village Administrator shall promptly review, and shall not unreasonably withhold approval of, such Plat of Easement. Promptly after such approval, the Parties shall execute and record the Trail and Wetland Easement Agreement, with the Plat of Easement as an exhibit.

B. Grant of Parking Lot and Trail Access License.

1. Grant and Term. The Village hereby grants to the District a non-exclusive license (i) to use the Parking Lot as it may, from time to time, be reconfigured or relocated, for vehicular parking to allow members of the public using the Municipal Property Trail Segment to park vehicles in the Parking Lot, (ii) to use, maintain, operate, and replace the Trail Access for pedestrian and bicycle ingress and egress between the Parking Lot and the Municipal Property Trail Segment, and (iii) on the portion of the Lake Barrington Municipal Center Property generally depicted on Exhibit D as the “Sign Location” to install, maintain, and replace a sign identifying the Parking Lot as an area for vehicular parking for members of the public using the Municipal Property Trail Segment (collectively, the “Parking Lot and Trail

Access License”). The Parking Lot and Trail Access License has a term of twenty (20) years, unless sooner terminated as provided in this Agreement.

2. Use Restrictions; Village’s Reserved Rights. The District may use the Parking Lot, Trail Access, and Sign Location for the Parking Lot and Trail Access License as described in Section 3.B and for no other purpose. The Village reserves the right to use, and allow others to use, the Parking Lot, Trail Access, and Sign Location for any other lawful purpose. If the District’s proposed use of the Parking Lot conflicts with the Village’s reserved rights, each conflict will be finally resolved by the President and Board of Trustees of the Village. The District acknowledges that, as a result of such determination, the District or members of the public may be required to cancel their planned use of the Parking Lot and allow the Village to exercise its reserved rights, notwithstanding that the District or members of the public proposing to use the Parking Lot through scheduling or other arrangements with the District have made plans for use prior to the time the Village exercises its reserved rights.

3. Maintenance Obligations. The District shall keep the Trail Access Property in a clean, sightly, and safe condition and in good repair, but is not required to mow the Trail Access Property. The Village shall keep the Parking Lot and Sign Location in a clean, sightly, and safe condition and in good repair.

4. Termination. Either Party may terminate the Parking Lot and Trail Access License for any reason by providing the other party thirty (30) days’ advance written notice of termination.

C. District’s Insurance and Indemnification Obligations.

1. Insurance. The District shall obtain and maintain appropriate and adequate general liability insurance coverage (i) that includes the Village as an additional insured with respect to any claim for death, personal injury, or property damage arising out of the District's alleged negligent acts or omissions related to its use of the Trail and Wetland Easement and Parking Lot and Trail Access License and (ii) in an amount not less than \$4 million. The Village hereby approves the certificate from the Park District Risk Management Agency attached as Exhibit F (the “PDRMA Certificate”), the self-insured risk pool of which the District is a member, as of the Effective Date, and agrees that, by submitting such certificate and maintaining the insurance coverages and amounts identified therein during the term of the Parking Lot and Trail Access License, the District will satisfy its obligations under the first sentence of this Section 3.C.1.

2. Indemnification. The District shall also defend, indemnify, and hold harmless the Village, and its officers, agents and employees, from all and any liability, loss, cost, damage, or expense, or injury to person or property, including reasonable attorney’s fees, arising out of or resulting (i) from the negligent acts or omissions of the District or its officers, agents or employees with respect to the use of the Trail and Wetland Easement and Parking Lot and Trail Access License, up to and subject to the additional insured coverage provided pursuant to Section 3.C.1.

Section 4. Sewer Easements Granted by District.

A. Continuation and Restatement of GLF 20 Sewer Easement Obligation. If the District acquires fee simple interest in any portion of Reconfigured Parcel GLF 20, then, simultaneously with its acquisition, it shall grant or allow to be reserved to the Association a perpetual easement within Reconfigured Parcel GLF 20 to permit and allow the construction, operation, maintenance, and replacement, of underground sewer lines that will discharge treated effluent from the Association's wastewater treatment plant into the Fox River. The easement (i) will be in a recordable form reasonably satisfactory to the Parties and the Association, (ii) shall not restrict the size of any outlet pipe or the quantity or rate of discharge, (iii) shall require that any improvements be constructed, operated, and maintained at an elevation that will allow the GLF 20 Trail Segment to continue to be operated at its elevation as of the Effective Date, (iv) shall require the Association, if its work damages or otherwise impacts any portion of the GLF 20 Trail Segment, to repair or reconstruct such damaged or impacted portion in accordance with the District's then-effective standard trail details and specifications, (v) shall require the Association to provide general liability insurance naming the District as an additional insured, in coverages and with limits reasonably satisfactory to the District, (vi) shall require the Association to defend the District against, and indemnify the District from, any claims arising from the negligent acts or omissions of the Association or its agents or contractor, and (vii) if the Association's work requires that any portion of the GLF 20 Trail Segment be closed or re-routed, require the Association to provide the District with notice of such need not less than thirty (30) days prior to the proposed closure or re-routing.

B. Continuation and Restatement of General Sewer Easement Obligation. Within ninety (90) days after the Village's request, the District shall grant to the Association a perpetual easement within any portion of the District Acquired Parcels and Future District Acquired Parcels that (i) is owned in fee simple by the District at the time of such request and (ii) as of December 15, 1989, included sanitary sewer mains that served the Association or condominium units within Lake Barrington Shores and such easement shall allow, within such portion of the District Acquired Parcels and Future District Acquired Parcels, the Association to continue to operate, maintain, and replace such sewer mains. The easement (i) will be in a recordable form reasonably satisfactory to the Parties and the Association, (ii) shall require the Association to provide general liability insurance naming the District as an additional insured, in coverages and with limits reasonably satisfactory to the District, (iii) shall require the Association to defend the District against, and indemnify the District from, any claims arising from the negligent acts or omissions of the Association or its agents or contractor, (iv) shall require the Association, following any such maintenance or replacement, to restore or replace any District trail that existed at the time of such request at its elevation as of the time of such request, and (v) shall require the Association, if its work damages or otherwise impacts any portion of the GLF 20 Trail Segment or other District property, to repair or reconstruct such damaged or impacted portion in accordance with the District's then-effective standard trail details and specifications and restoration requirements.

Section 5. Uses of District Acquired Parcels and Future District Acquired Parcels.

A. Allowed Uses.

1. General Rights. The District may use all or any portion of the District Acquired Parcels and the Future District Acquired Parcels for any use not expressly prohibited by this Agreement, including without limitation trails for walking, running, bicycling (subject to Section 5.C.2 below), and walking leashed dogs and other passive recreational uses.

2. Bicycles. The District may allow bicycling on the portions of the District Acquired Parcels identified on Exhibit G as the “Bicycle Trail Segments”. The District, at its cost and within ninety (90) days after the Effective Date, shall make such changes to the Grassy Lake Trail Segment, such as signage, as are necessary for such use. At the Village’s request, if, within two years after the Effective Date, the Village sends and the District receives a certified copy of a resolution of the Village’s Board of Trustees requesting that bicycle use be prohibited on the Bicycle Trail Segments, then (i) within one hundred eighty (180) days after receipt of such resolution and in perpetuity, the District shall prohibit bicycle use of the Bicycle Trail Segments the Village and (ii) the Village shall reimburse the District for all costs incurred by the District in “de-converting” the Bicycle Trail Segments back to non-bicycle use including without limitation the cost of replacing signage.

3. Parking Lots. The District may construct and operate parking lots within the District Acquired Parcels and any Future District Acquired Parcels, as long as they are (i) at locations approved in advance by the Village Board of Trustees, which approval will not be withheld, delayed, or conditioned unreasonably, (ii) improved with a hard surface that is dust free, and (iii) visible from an adjacent public right of way. The Village hereby approves the Parking Lot and any portion of the existing parking lot, located on the north side of Kelsey Road, west of the intersection of North Kelsey Road and Alice Lane, that is located within the Village.

B. Prohibited Uses.

1. Recreational Uses. The District shall not construct, permit, or allow any active recreational activity facilities, equipment, or uses on the District Acquired Parcels or any Future District Acquired Parcels, including but not limited to the following:

- (i) baseball fields, soccer fields, and other athletic or sports equipment fields or courts,
- (ii) picnic structures, picnic facilities, and picnic equipment of any type, and picnic permits, except with the express prior approval of the Village Board of Trustees,
- (iii) camping, camping facilities and other uses after sunset without the express prior approval of the Village Board of Trustees,
- (iv) archery, trap, skeet, and other shooting ranges,
- (v) playgrounds,

- (vi) piers, docks, ramps and any other launch, storage and docking facilities and areas for marine recreational vehicles and boats, except canoeing on the Fox River, which shall be permitted,
- (vii) model boats, model aircraft, or other model vehicles, and facilities and areas designated for regular use for this purpose,
- (viii) balloon, glider, and any other type of aircraft, including drones, unless used by the District or other law enforcement agencies for search and rescue or natural resource management, and any launch facilities and areas designated for regular use for this purpose,
- (ix) winter sports facilities and any areas where such activity is permitted, except cross-country skiing, which shall be permitted, and
- (x) hunting (including, but not limited to hunting by gun and bow) and trapping, except when required for conservation purposes.

2. Motorized Vehicles. The District shall not allow motorized vehicles or wheeled vehicles to use the District Acquired Parcels, including District Trails, or any Future District Acquired Parcels, except for:

- (i) wheelchairs, motorized wheelchairs and any other vehicles or devices that assist persons with disabilities to use District services, programs, and activities,
- (ii) vehicles necessary or desirable for natural resource restoration, preservation, and maintenance; construction and maintenance of trails and support facilities; and security, law enforcement, fire protection, and other emergency and public safety purposes, and
- (iii) vehicles lawfully using the public right of way, except that the District shall not authorize parking of vehicles within the shoulder of such rights of way.

3. Domestic Animals. Domestic animals shall not be allowed on the District Acquired Parcels or any Future District Acquired Parcels except for:

- (i) leashed dogs, and
- (ii) horses being utilized by District or other law enforcement personnel.

The District shall not be required to post signs notifying the public of this prohibition, and the District shall not be liable if a domestic animal is found on District property, however, the Village of Lake Barrington may, at its discretion, post such signage on District Acquired Parcels and any Future District Acquired Parcels, if the District's Executive Director first approves such signage in writing, which approval will not be unreasonably withheld or delayed.

4. **Trails in Wetlands.** The District shall not construct trails within areas of the District Acquired Parcels or any Future District Acquired Parcels that have been designated wetlands by the U.S. Army Corps of Engineers or the Lake County Stormwater Management Commission, unless (i) the District demonstrates that such trails are essential to completion of its plan of development and (ii) expressly consented to by the Village, which consent will not be unreasonably withheld or delayed.

5. **Other Uses.** The following uses are prohibited on the District Acquired Parcels and any Future District Acquired Parcels:

- (i) landfill and other waste disposal,
- (ii) sewage treatment (other than self-treating toilets), sludge application, or treatment of land with sewage effluent,
- (iii) composting,
- (iv) mining and extraction of gravel, sand, earth, and any other naturally occurring material or substance,
- (v) convalescent, physical rehabilitation, skilled nursing, assisted living, hospital, or hospice facilities, and
- (vi) commercial enterprises.

Section 6. General Provisions.

A. **Enforcement.** Each party may enforce this Agreement by an action at law or in equity and may seek injunctive relief as a remedy for a breach of this Agreement, as an action for damages alone will not provide adequate relief for such a breach.

B. **Integration; Modification.** This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, and negotiations pertaining thereto. This Agreement may be modified only by a written amendment or other agreement that is lawfully approved and executed by the Parties.

C. **Recordation; Binding Nature.** The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns. The Parties shall record, in the Office of the Lake County Recorder of Deeds and against the District Acquired Parcels (i) this Agreement, and Sections 4 and 5 of this Agreement shall bind and run with, in perpetuity, the District Acquired Parcels and any Future District Acquired Parcels (and the Parties' consent to the recordation of this Agreement against any Future District Acquired Parcels) and (ii) a release of the Current Agreement, in a

form mutually agreed to by the Parties.

D. Interpretation.

1. **Construction.** There is no presumption that this Agreement is to be construed for or against either Party as the principal author of the Agreement. Instead, this Agreement shall be interpreted in accordance with the general tenor of the language in an effort to reach the intended result.

2. **Applicable Laws.** In performing their obligations or exercising their rights under this Agreement, the Parties shall comply with all applicable federal, state, and local statutes, regulations, requirements, ordinances, and other laws ("Applicable Laws").

E. Execution of Agreement.

1. **Approval Required.** This Agreement will not be binding upon either Party until such Agreement has been approved by both Parties' respective corporate authorities in accordance with Applicable Laws.

2. **Counterparts.** The Parties may execute this Agreement in multiple counterparts, all of which taken together will constitute a single Agreement binding on the Parties, notwithstanding that the Parties are not signatories to the same counterpart. This Agreement will be deemed fully executed, and effective as of the Effective Date, when the corporate authorities of each Party has approved the Agreement and each Party has executed at least one counterpart. Any signature of a Party to this Agreement that is sent by that Party to the other Party via a telefax transmission or via an email transmission in a PDF format shall be deemed a binding signature hereto. Each Party shall deliver an original signature to the other Party upon the other Party's request.

3. **Corporate Authority.** Each person executing this Agreement on behalf of a Party represents and warrants to the other Party that (i) the Party on whose behalf he or she is executing has the requisite power and authority to enter into and perform the terms of this Agreement, (ii) his or her execution and delivery of this Agreement (a) was duly authorized by all necessary action and authority of the Party on whose behalf he or she is executing, (b) does not violate any agreement to which the Party on whose behalf he or she is executing is a party, and (c) binds such Party to the obligations under this Agreement, and (iii) no other proceedings on the part of the Party on whose behalf he or she is executing are necessary in order to permit such Party to perform its obligations contemplated hereby.

F. Notices. Notices under this Agreement must be delivered (i) personally, (ii) by overnight delivery by a nationally recognized courier service, or (iii) by email, with the notice also being sent personally, by overnight delivery as set forth above, or by regular U.S. mail. Notices under this agreement must be sent to the following addresses or to such other or further addresses as a Party may hereafter designate by notice:

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

Lake County Forest Preserve District
1899 W. Winchester Road
Libertyville, IL 60048
Attention: Executive Director
akovach@lcfpd.org

With a copy to:

Matthew E. Norton, Esq.
Burke, Warren, MacKay & Serritella, P.C.
330 North Wabash Street
Suite 2100
Chicago, Illinois 60611
mnorton@burkelaw.com

Notices and communications to the Village shall be addressed to, and delivered at, the following addresses:

Village of Lake Barrington

Attention: _____

With a copy to:

Attention: _____

Any notice shall be deemed given upon actual receipt. Nothing in this Section will be deemed to invalidate a notice that is actually received, even if it is not given in strict accordance with this Section.

[Signature Page Follows]

The undersigned execute this Agreement and acknowledge that this Agreement will become effective as of the Effective Date.

Attest:

Lake County Forest Preserve District

By: _____
Julie Gragnani, Secretary

By: _____
Angelo D. Kyle, President

Attest:

Village of Lake Barrington

By: _____

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that Angelo D. Kyle, the President of **Lake County Forest Preserve District**, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act in his capacity as President, for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires _____ {SEAL}

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that _____ of **Village of Lake Barrington**, appeared before me this day in person and acknowledged that [he or she] signed and delivered the said instrument as [his or her] free and voluntary act in his or her] capacity as _____, for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires _____ {SEAL}

Exhibit A

**Legal Descriptions of
District Acquired Parcels (including
District Fee Simple Parcels and
District Easement Parcels,
including Reconfigured Parcel GLF 20)**

DISTRICT FEE SIMPLE PARCELS:

GLF 9:

The North 25 acres of the East 50 acres of the Northeast Quarter of Section 15, Township 43 North, Range 9, East of the Third Principal Meridian, according to the Plat thereof, all in Lake County, Illinois (except that part thereof previously dedicated and used for highway purposes).

GLF 12:

All that part of the East Half of the Northwest Quarter and of the Southwest Quarter of the Northeast Quarter of Section 15, Township 43 North, Range 9, East of the Third Principal Meridian, lying Westerly of the Westerly right-of-way line of Old Barrington Road, and lying Southerly of the Southerly right-of-way line of County Highway 30 (Kelsey Road), (excepting that part described as follows to-wit: Commencing at the point of intersection of the Southerly right of way line of Kelsey Road with the Westerly right of way line of Old Barrington Road; thence Southerly along the said Westerly right of way line of Old Barrington Road, a distance of 1035.62 feet; thence Westerly at an angle of 65 degrees, 06 minutes, 30 seconds as turned from North to West, a distance of 695.37 feet; thence Northerly at right angles to the last described line, a distance of 849.49 feet to a point on the Southerly right of way line of said Kelsey Road; thence Northerly and Easterly along the said Southerly right of way line of Kelsey Road, being a curved line having a radius of 1548.10 feet and being concave Northwesterly, an arc distance of 275.00 feet, long chord being at an angle of 109 degrees, 06 minutes, 53 seconds as measured from South to East, a distance of 274.64 feet, to the point of beginning), in Lake County, Illinois.

GLF 13:

Outlot A in Chesapeake in Lake Barrington being a subdivision of part of the West half of the West half of Section 14 and the East half of the Southeast quarter of Section 15, Township 43 North, Range 9, East of the third principal meridian recorded April 16, 1990 as Document No. 2896058 in Lake County, Illinois

GLF 14:

That part of Lot 2 of the Creekside Dairy Farm Subdivision, being a subdivision of part of the West 1/2 of the South West 1/4 of Section 14 and the East 1/2 of the South East 1/4 of Section 15, Township 43 North, Range 9, East of the Third Principal Meridian, lying Northerly of the center line of Flint Creek as shown on the plat of said Creekside Dairy Farm Subdivision, recorded on October 5, 1988, as Document 2727890, in Lake County, Illinois.

GLF 15:

The East 50 acres (except the North 25 acres thereof) of the Northeast Quarter of Section 15, and the South 300 feet of that part of the Northeast Quarter of said Section 15 lying Easterly of the Easterly line of Old Barrington Road (except that part falling in the East 50 acres); And, also all that part of said Northeast Quarter of said Section 15 described as follows: Beginning at a point on the North line of the Northeast Quarter of said Section 15 which point is 821.62 feet West of the Northeast corner of said Northeast Quarter of Section 15; thence South 700 feet; thence West 750 feet; thence Northwesterly a distance of 850 feet, more or less, to a point in the North line of said Northeast Quarter and which point is 600 feet East of the West line of said Northeast Quarter of Section 15; thence Easterly along the North line of said Northeast Quarter to the point of beginning, all in Section 15, Township 43 North, Range 9, East of the Third Principal Meridian, in Lake County, Illinois.

GLF 18:

The West 400 feet of the South 916.23 feet of the North 1306.23 feet as measured along the East line of the East 1/2 of the South West 1/4 of Section 10, Township 43 North, Range 9, East of the Third Principal Meridian, all in Lake County, Illinois.

GLF 22:

All that part of the Northwest Quarter of Section 10, Township 43 North, Range 9, East of the Third Principal Meridian, lying Easterly of the center line of the Fox River and West of the Westerly line of County Highway 4 (River Road), (except that part thereof described as follows: Beginning at the intersection of the West line of said County Highway 4 (River Road) and the South line of the Northwest Quarter of said Section 10; thence Northerly along the Westerly line of said County Highway 4 (River Road), to a point which is 400 feet South of the South line of the Northeast Quarter of the Northwest Quarter of said Section 10; thence West 440 feet, more or less; thence Southwesterly 1150 feet, more or less, to a point on the South line of the Northwest Quarter of Section 10, which is 200 feet East of the Northwest corner of the Northeast Quarter of the Southwest Quarter of Section 10; thence East along said South line of the Northwest Quarter of Section 10 to the point of beginning,) and (except that part thereof which lies Southwesterly of the center of Flint Creek (also known as Flynn Creek) as said creek was located on March 13, 1952) and (except that part of said Northwest Quarter of Section 10, Township 43 North, Range 9, East of the Third Principal Meridian, described as follows: Beginning at the most northerly corner of Lot 3 in Flint Creek Estates, a subdivision of part of Section 10 and 15, Township 43 North, Range 9, East of the Third Principal Meridian, recorded as Document 896987, and running thence North 62 degrees East, 141.50 feet; thence South 60 degrees, 0 minutes, 0 seconds East to a point 100 feet North of the North line of the Southwest Quarter of said Section 10; thence East and parallel with the North line of said Southwest Quarter to a point 100 feet East of the East line of the West Half of the Northwest Quarter of said Section 10; thence South and parallel with the East line of the West Half of the Northwest Quarter of said Section 10 to the North line of the Southwest Quarter of said Section 10; thence West along the North line of said Southwest Quarter and the North line of Lots 1, 2 and 3 in Flint Creek Estates to the point of beginning) and (except that part thereof previously dedicated and used for highway purposes), in Lake County, Illinois.

GLF 22 A:

All that part of the Northwest Quarter of Section 10, Township 43 North, Range 9, East of the Third Principal Meridian, East of the Easterly line of County Highway 4 (River Road), in Lake County, Illinois.

GLF 23 A:

The North West 1/4 of the North East 1/4 of Section 10 (except that part described as follows, to-wit: Commencing at the center line of said Section 10, thence North 00 degrees 00 minutes 16 seconds East (assumed bearing) along the Quarter Section line of said Section 10, 669.76 feet to a point on the Easterly line of River Road as dedicated by

Document No. 942056; thence continuing along said Quarter Section line, 136.34 feet to a point 528.0 feet South of the North line of the South West 1/4 of the North East 1/4 of said section as found monumented; thence North 89 degrees 17 minutes 56 seconds East, a distance of 165.0 feet; thence North 00 degrees 00 minutes 16 seconds East, parallel with the aforementioned Quarter Section line, a distance of 528.0 feet and the point of beginning; thence continuing along said line parallel with Quarter Section line North 00 degrees 00 minutes 16 seconds East, a distance of 373.46 feet; thence North 89 degrees 17 minutes 56 seconds East, a distance of 289.95 feet; thence South 00 degrees 00 minutes 16 seconds West to a point of intersection with the North line of the South West 1/4 of the North East 1/4 of said Section 10; thence Westerly along the said Quarter Quarter Section line to the point of beginning) and that part of the South West 1/4 of the North East 1/4 of said Section 10 described as follows, to-wit: Commencing at the South West corner of the North West 1/4 of the North East 1/4 of said Section 10; thence Easterly along the Southerly line of said Quarter Quarter Section at an assumed bearing of North 89 degrees 17 minutes 56 seconds East, a distance of 505 feet to the point of beginning; thence South 51 degrees 12 minutes 04 seconds East, a distance of 200 feet; thence South 70 degrees 40 minutes 48 seconds East, a distance of 529.23 feet; thence North 51 degrees 47 minutes 56 seconds East, a distance of 206 feet to a point of intersection with said Quarter Quarter Section; thence North 00 degrees 42 minutes 14 seconds West along the East line of said Quarter Quarter Section, a distance of 183 feet to the South East corner of the said Quarter Quarter Section; thence Westerly along the said Quarter Quarter Section, a distance of 815 feet to the point of beginning, all in Section 10, Township 43 North, Range 9, East of the Third Principal Meridian, in Lake County, Illinois.

GLF 23 B:

That part of the Northwest Quarter of the Northeast Quarter of Section 10, Township 43 North, Range 9, East of the Third Principal Meridian, described as follows, to-wit: Commencing at the center of said Section 10, thence North 00 degrees 00 minutes 16 seconds East (assumed bearing) along the Quarter Section line of said Section 10, 669.76 feet to a point on the Easterly line of River Road as dedicated by Document No. 942056; thence continuing along said Quarter Section line, 136.34 feet to a point 528.0 feet South of the North line of the Southwest Quarter of the Northeast Quarter of said Section, as found monumented; thence North 89 degrees 17 minutes 56 seconds East, a distance of 165.0 feet; thence North 00 degrees 00 minutes 16 seconds East, parallel with the aforementioned Quarter Section line, a distance of 528.0 feet and the place of beginning; thence continuing North 00 degrees 00 minutes 16 seconds East, a distance of 373.46 feet; thence North 89 degrees 17 minutes 56 seconds East, a distance of 289.95 feet, thence South 00 degrees 00 minutes 16 seconds West, to a point of intersection with the North line of the Southwest Quarter of the Northeast Quarter of said Section 10; thence Westerly along the said Quarter Quarter Section line to the place of beginning, all in Lake County, Illinois.

GLF 24:

The West 400 feet of that part of the Northeast Quarter of the Northwest Quarter of Section 15, Township 43 North, Range 9, lying North of County Highway 30 (Kelsey Road) and also the West 400 feet of the Southeast Quarter of the Southwest Quarter of Section 10, Township 43 North, Range 9, East of the Third Principal Meridian, in Lake County, Illinois.

GLF 24

(2012):

THE WEST 400 FEET LYING SOUTH OF THE NORTH 1306.23 FEET OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 10, TOWNSHIP 43 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

GLF 25:

That part of the West Half of the Northwest Quarter of Section 15, Township 43 North, Range 9, East of the Third Principal Meridian, described as follows to-wit: Commencing at a point on the West line of said Half Quarter Section, 23 feet North of the Southwest corner thereof; thence Southeasterly to the Southeast corner of said Half Quarter Section; thence North along the East line of said Half Quarter Section, a distance of 1195.0 feet; thence Westerly (along a line which if extended would intersect the West line of said Half Quarter Section at a point 1199.90 feet North of the Southwest corner of said Half Quarter Section) to a point 66 feet due East of the West line of said Half Quarter Section; thence North parallel with the West line of said Half Quarter Section and 66 feet therefrom to the center of State Aid Route No. 9 (Kelsey Road); thence Southwesterly along the center of said road to the West line of said Half Quarter Section and thence South along said West line to the point of beginning; lying Easterly of the following described line: Beginning at a point on a line that intersects the West line of said Northwest Quarter at a point that is 1199.90 feet Northerly of the Southwest corner of said Northwest Quarter and that intersects a point of the East line of the Half of said Northwest Quarter that is 1195.0 feet Northerly of the Southeast corner of said West Half, that is 710.10 feet Easterly of the West line of said Northwest Quarter, said line having an assumed bearing of South 89 degrees 47 minutes 28 seconds East; thence South 00 degrees 32 minutes 32 seconds West, for a distance of 296.31 feet; thence South 13 degrees 29 minutes 58 seconds East, for a distance of 66.98 feet; thence South 19 degrees 39 minutes 02 seconds West, for a distance of 75.38 feet; thence South 40 degrees 49 minutes 02 seconds West, for a distance of 123.64 feet; thence South 27 degrees 02 minutes 32 seconds West, for a distance of 74.99 feet; thence South 32 degrees 15 minutes 12 seconds West, for a distance of 174.99 feet; thence South 15 degrees 40 minutes 12 seconds West, for a distance of 94.08 feet; thence South 04 degrees 25 minutes 48 seconds East, for a distance of 105.76 feet; thence South 33 degrees 45 minutes 42 seconds West, for a distance of 169.15 feet; thence South 43 degrees 12 minutes 12 seconds West, for a distance of 72.97 feet; thence South 30 degrees 58 minutes 42 seconds West, for a distance of 57.12 feet to the point of intersection with the South line of the above described parcel; all in Lake County, Illinois.

GLF 25
(2010):

THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ON THE WEST LINE OF THE WEST HALF OF SAID NORTHWEST QUARTER, 23.00 FEET NORTH OF THE SOUTHWEST CORNER THEREOF (ALSO BEING THE NORTHWEST CORNER OF MICHAEL J. GRAFT JR.'S ENCLAVE OF HERITAGE ESTATES, A SUBDIVISION RECORDED AS DOCUMENT NO. 5911287, IN LAKE COUNTY, ILLINOIS) FOR A POINT OF BEGINNING; THENCE NORTH ALONG SAID WEST LINE TO THE CENTER LINE OF STATE AID ROUTE 9 (KELSEY ROAD); THENCE NORTHEASTERLY ALONG SAID CENTER LINE TO A POINT LYING 66 FEET DUE EAST OF THE WEST LINE OF THE WEST HALF OF SAID NORTHWEST QUARTER; THENCE SOUTH PARALLEL WITH SAID LINE AND ALSO ALONG THE WEST LINE OF PEAVEY'S SUBDIVISION, RECORDED AS DOCUMENT NO. 1611300, IN LAKE COUNTY, ILLINOIS, TO THE SOUTHWEST CORNER OF LOT 6 IN SAID PEAVEY'S SUBDIVISION; THENCE SOUTH 89 DEGREES 47 MINUTES 28 SECONDS EAST ALONG THE SOUTH LINE OF PEAVEY'S SUBDIVISION AND EXTENDED EASTERLY, TO A POINT LYING 710.10 FEET EASTERLY OF THE WESTERLY LINE OF SAID QUARTER SECTION; THENCE SOUTH 00 DEGREES 32 MINUTES 32 SECONDS WEST, 296.16 FEET; THENCE SOUTH 13 DEGREES 29 MINUTES 58 SECONDS EAST, 66.98 FEET; THENCE SOUTH 19 DEGREES 39 MINUTES 02 SECONDS WEST, 75.38 FEET; THENCE SOUTH 40 DEGREES 49 MINUTES 02 SECONDS WEST, 123.64 FEET; THENCE SOUTH 27 DEGREES 02 MINUTES 32 SECONDS WEST, 74.99 FEET; THENCE SOUTH 32 DEGREES 15 MINUTES 12 SECONDS WEST, 174.99 FEET; THENCE SOUTH 15 DEGREES 40 MINUTES 12 SECONDS WEST, 94.08 FEET; THENCE SOUTH 04 DEGREES 25 MINUTES 48 SECONDS EAST, 105.76 FEET; THENCE SOUTH 33 DEGREES 45 MINUTES 42 SECONDS WEST, 169.15 FEET; THENCE SOUTH 43 DEGREES 12 MINUTES 12 SECONDS WEST, 72.97 FEET; THENCE SOUTH 30 DEGREES 58 MINUTES 42 SECONDS WEST, 57.12 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID MICHAEL J. GRAFT JR.'S ENCLAVE OF HERITAGE ESTATES SUBDIVISION; THENCE WESTERLY ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

DISTRICT EASEMENT PARCELS:

GLF 20:

The West 160 feet of the North 390 feet of the East Half of the Southwest Quarter of Section 10, Township 43 North, Range 9, East of the Third Principal Meridian, and that part of the Northwest Quarter of said Section 10, described as follows: Beginning at the most Northerly corner of Lot 3 in Flint Creek Estates, a subdivision of part of Sections 10 and 15, Township 43 North, Range 9, East of the Third Principal Meridian, recorded as Document No. 896987 in Lake County, Illinois, and running thence North 62 degrees East, a distance of 141.50 feet; thence South 60 degrees East to a point 100 feet North of the North line of the Southwest Quarter of said Section 10; thence East and parallel with the North line of said Southwest Quarter to a point 100 feet East of the East line of the West half of the Northwest Quarter of said Section 10; thence South and parallel with the East line of the West Half of the Northwest Quarter of said Section 10 to the North line of the Southwest Quarter of said Section 10; thence West along the North line of said Southwest Quarter and the North line of Lots 1, 2 and 3 in said Flint Creek Estates to the point of beginning, in Lake County, Illinois.

PEDESTRIAN ACCESS EASEMENT ASSIGNED BY VILLAGE TO DISTRICT PURSUANT TO DOCUMENT NOS. 6364025 AND 6364027 RECORDED WITH THE LAKE COUNTY RECORDER OF DEEDS:

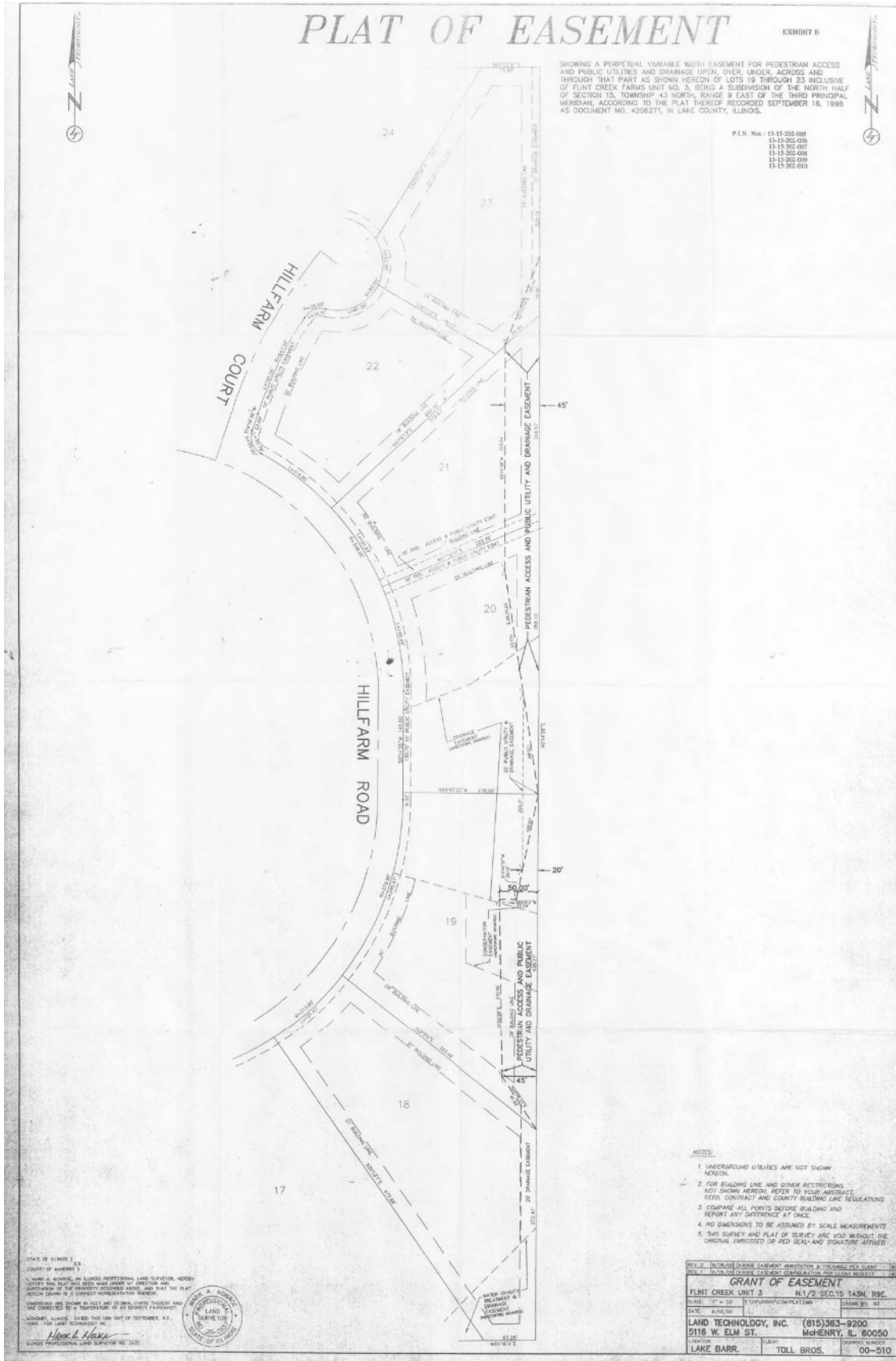
A variable width pedestrian access easement over and across varying square footages of lots 19, 20, 21, and 23, all in Flint Creek Farms Unit No. 3, a subdivision of part of Section 15, Township 43 North, Range 9, East of the Third Principal Meridian in Lake County, Illinois, and as depicted on the Plat of Easement attached as Exhibit B to Document No. 4597771 recorded with the Lake County Recorder of Deeds, which Plat of Easement is set forth below:

PLAT OF EASEMENT

EXHIBIT B

SHOWING A PERPETUAL VARIABLE WIDTH EASEMENT FOR PEDESTRIAN ACCESS AND PUBLIC UTILITIES AND DRAINAGE UPON, OVER, UNDER, ACROSS AND THROUGH THAT PART AS SHOWN HEREON OF LOTS 19 THROUGH 23 INCLUSIVE OF FLINT CREEK FARMS UNIT NO. 3, BEING A SUBDIVISION OF THE NORTH HALF OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 16, 1998 AS DOCUMENT NO. 4206271, IN LAKE COUNTY, ILLINOIS.

P.L.N. Nos.: 11-15-202-605
 11-15-202-606
 11-15-202-607
 11-15-202-608
 11-15-202-609
 11-15-202-610



- NOTES:**
1. UNDERGROUND UTILITIES ARE NOT SHOWN HEREON.
 2. FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON, REFER TO YOUR ABSTRACT, TOWN CONTRACT AND COUNTY BUILDING LINE REGULATIONS.
 3. COMPARE ALL POINTS BEFORE BUILDING AND REPORT ANY DIFFERENCE AT ONCE.
 4. NO DIMENSIONS TO BE ASSUMED BY SCALE MEASUREMENTS.
 5. THIS SURVEY AND PLAN OF SURVEY ARE AND WERE THE ORIGINAL EMPLOYED OR RED SEAL AND SIGNATURE AFFIXED.

STATE OF ILLINOIS)
 COUNTY OF MCHENRY)
 I, JOHN A. BOWMAN, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT HAS BEEN MADE UNDER MY SUPERVISION AND COMPARISON OF THE PROPERTY DESCRIBED ABOVE, AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION THEREOF.
 DIMENSIONS AND BEARINGS AS SET FORTH ON THIS PLAT HAVE BEEN MEASURED AND CHECKED BY A SUPERVISOR OF AN ILLINOIS PLANNING BOARD, ALIQUOT, DATED THIS 10TH DAY OF SEPTEMBER, A.D. 2005. BY LAND TECHNOLOGY, INC.
 JOHN A. BOWMAN
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 7027



REV. 2 DUTY/DRY EASEMENT IDENTIFICATION BY VOLUMED PER CLIENT		BY
REV. 1 DUTY/DRY EASEMENT IDENTIFICATION BY VOLUMED PER CLIENT		BY
GRANT OF EASEMENT		
FLINT CREEK UNIT 3	N 1/2 SEC 15 T43N R9E	
SCALE: 1" = 20'	DATE: 9/10/05	DRAWN BY: JLB
LAND TECHNOLOGY, INC. (815)363-9200		
5116 W. ELM ST. MCHENRY, IL 60050		
LOCATION: LAKE BARR	SHEET: TOLL BROS.	DRAWING NUMBER: 00-510

Exhibit A

Exhibit B

**General Depiction of District Acquired Parcels
(including District Fee Simple Parcels and
District Easement Parcels)**

Exhibit B

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

Legend

- District Fee Simple Parcels
- District Easement Parcels



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

Courtesy Copy Only.

Map Prepared 20 April 2020

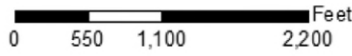


Exhibit C

**General Depiction of
Reconfigured Parcel GLF 20
and GLF 20 Trail Segment**

Exhibit C

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

Legend

- Reconfigured Parcel GLF 20
- GLF 20 Trail Segment



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.

Courtesy Copy Only.

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 20 April 2020

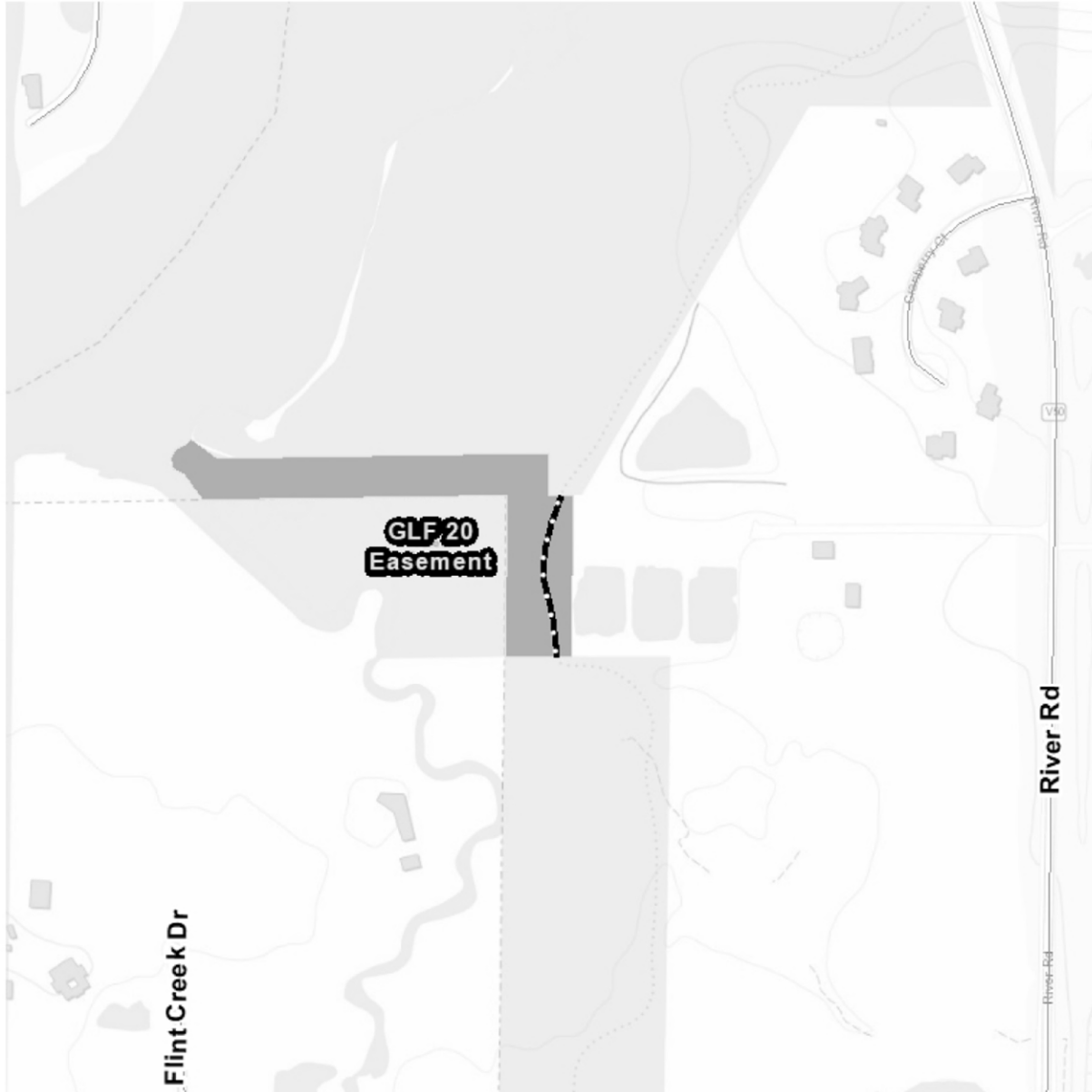
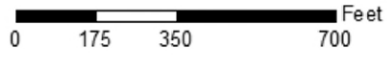


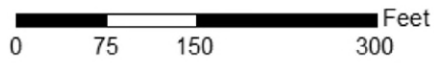
Exhibit D

**General Depiction of Lake Barrington Municipal Center Property,
Municipal Property Trail Segment, Parking Lot, Trail Access,
Sign Location, and Trail and Wetland Easement Property**








Exhibit D

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

Courtesy Copy Only. Map Prepared 20 April 2020



Legend

-  Forest Preserve Property
-  Lake Barrington Municipal Center
-  Trail and Wetland Easement Property
-  Municipal Property Trail Segment
-  Trail Access
-  Parking Lot
-  Sign Location

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

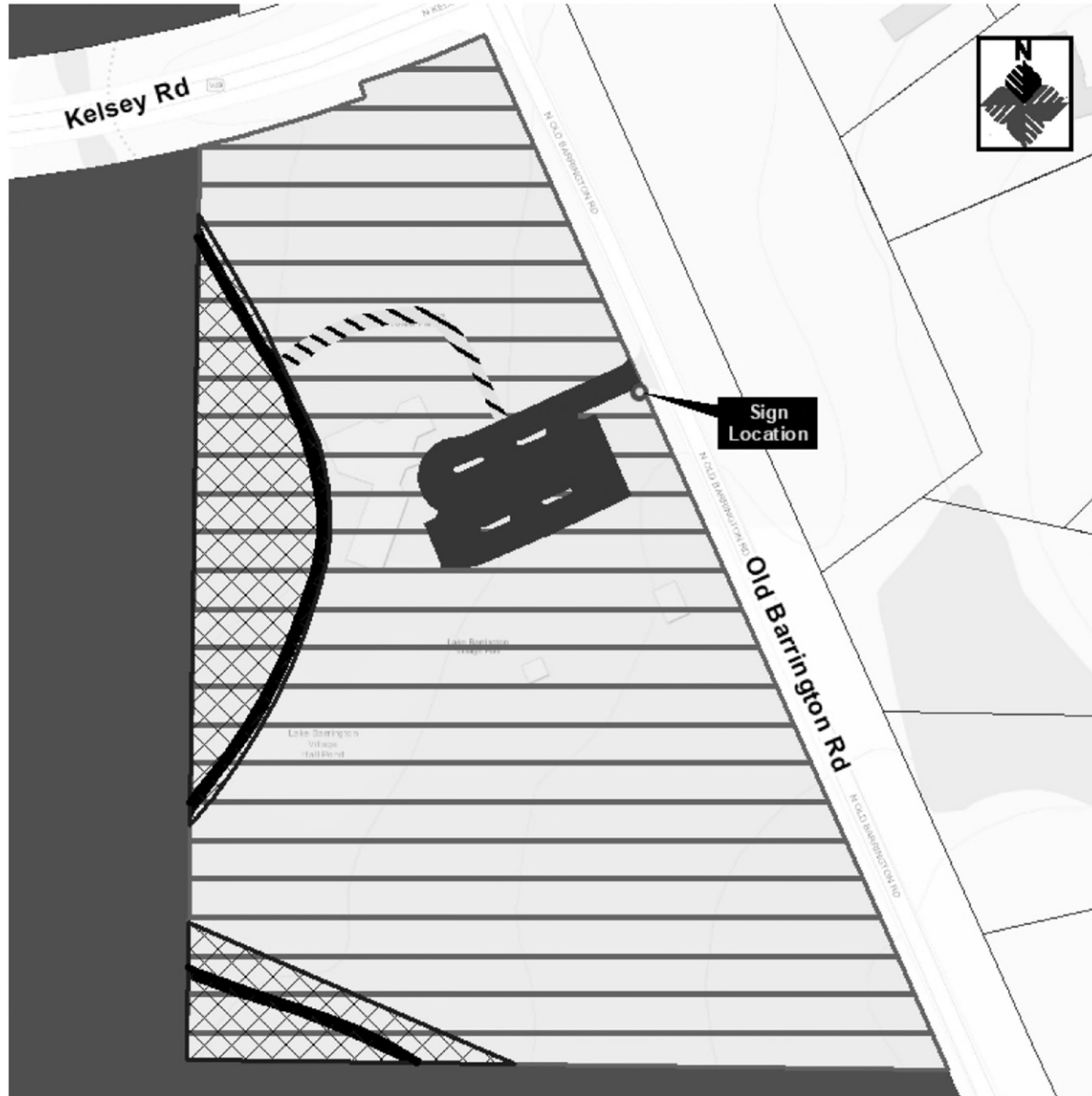


Exhibit E

Form of Trail and Wetland Easement Agreement

**This instrument was prepared by
and after recording return to:**

Matthew E. Norton, Esq.
Burke, Warren, MacKay & Serritella, P.C.
330 North Wabash Street
Suite 2100
Chicago, Illinois 60611

**Easement Agreement
by and between
Lake County Forest Preserve District
and
Village of Lake Barrington**

This Easement Agreement (“Agreement”) is dated as of _____, 2020 (the “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 District Act, 70 ILCS 805/0.001 *et seq.* (the “District”), and the **Village of Lake Barrington**, an Illinois home rule municipal corporation, organized and existing under Article VII, §6 of the Illinois Constitution and the Illinois Municipal Code, 65 ILCS 5/1-1 *et seq.* (the “Village”).

In consideration of the recitals and the mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Village (together, the “Parties” and individually a “Party”) agree as follows:

Section 1. Recitals.

A. The Parties have entered into that certain Amended and Restated Intergovernmental Agreement by and between Lake County Forest Preserve District and Village of Lake Barrington (the “Intergovernmental Agreement”).

B. Pursuant to Section 3.A of the Intergovernmental Agreement, the Parties agreed to enter into this Agreement, pursuant to which the Village will grant to the District a perpetual,

non-exclusive easement over the real property legally described on the plat of easement attached hereto as Exhibit A (the “Easement Premises”).

Section 2. Grant of Easement.

Subject to this Agreement, the Village hereby grants, conveys, and dedicates to the District a perpetual, non-exclusive easement and right of way upon, over, under, through, along, and across the Easement Premises (the “Easement”) for the sole purpose of:

- (i) surveying, constructing, reconstructing, using, owning, operating, maintaining, testing, inspecting, repairing, replacing, enlarging, renewing, altering, removing, and abandoning in place (collectively, “Trail Work”) a public recreational trail and appurtenances thereto as the District may deem necessary or desirable for its needs (collectively, the “Trail”) and
- (ii) maintaining and restoring wetlands and other natural areas within the Easement Premises, including without limitation the following activities (collectively, “Restoration Work”):
 - a. cutting, removing, and controlling invasive plant species by hand, mechanical, and herbicidal methods,
 - b. disposing of cut invasive species via a combination of chipping, burning, and off-site removal,
 - c. planting native species,
 - d. maintaining and restoring the natural, biological, and ecological integrity of the Easement Premises,
 - e. performing periodic controlled burns, to assist in invasive species control, and
 - f. preserving and protecting flora, fauna, and other natural resources within the Easement Premises, including soils, watersheds and drainage patterns.

Section 3. The District’s Exercise of Rights.

The District shall (i) complete the Trail Work and the Restoration Work in a good, prudent, workmanlike, safe, and efficient manner, in compliance with all applicable laws and regulations and after obtaining all necessary approvals from applicable governmental authorities all at no cost to the Village, (ii) allow no excavation to remain open without proper safeguard or for any longer period than reasonably necessary for the performance of the Trail Work or Restoration Work, and (iii) complete the Trail Work and Restoration Work free of any liens against the Easement Premises for labor or materials.

Section 4. Reservation of Rights.

The Village reserves the right to (i) use the Easement Premises in any manner that will not prevent or interfere in any way with the District’s use of the Easement and (ii) grant other non-exclusive easements and licenses over, along, upon, or across the Easement Premises, but only if they do not prevent or interfere in any way with the District’s use of the Easement and the District has first consented in writing to the terms, nature, and location of any such other easements or licenses.

Section 5. General Provisions.

A. Enforcement. Each party may enforce this Agreement by an action at law or in equity and may seek injunctive relief as a remedy for a breach of this Agreement, as an action for damages alone will not provide adequate relief for such a breach.

B. Integration; Modification. This Agreement and the Intergovernmental Agreement, including the exhibits attached thereto, constitute the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, and negotiations pertaining thereto. This Agreement may be modified only by a written amendment or other agreement that is lawfully approved and executed by the Parties.

C. Recordation; Binding Nature. The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns. The Parties shall record this Agreement in the Office of the Lake County Recorder of Deeds against, and this Agreement shall bind and run with, the Easement Premises in perpetuity.

D. Interpretation.

1. Construction. There is no presumption that this Agreement is to be construed for or against either Party as the principal author of the Agreement. Instead, this Agreement shall be interpreted in accordance with the general tenor of the language in an effort to reach the intended result.

2. Applicable Laws. In performing their obligations or exercising their rights under this Agreement, the Parties shall comply will all applicable federal, state, and local statutes, regulations, requirements, ordinances, and other laws (“Applicable Laws”).

E. Execution of Agreement.

1. Approval Required. This Agreement will not be binding upon either Party until such Agreement has been approved by both Parties’ respective corporate authorities in accordance with Applicable Laws.

2. Counterparts. The Parties may execute this Agreement in multiple counterparts, all of which taken together will constitute a single Agreement binding on the Parties, notwithstanding that the Parties are not signatories to the same counterpart. This Agreement will be deemed fully executed, and effective as of the Effective Date, when the corporate authorities of each Party has approved the Agreement and each Party has executed at least one counterpart. Any signature of a Party to this Agreement that is sent by that Party to the other Party via a telefax transmission or via an email transmission in a PDF format shall be deemed a binding signature hereto. Each Party shall deliver an original signature to the other Party upon the other Party's request.

3. Corporate Authority. Each person executing this Agreement on behalf of a Party represents and warrants to the other Party that (i) the Party on whose behalf he or she is executing has the requisite power and authority to enter into and perform the terms of this Agreement, (ii) his or her execution and delivery of this Agreement (a) was duly authorized by all necessary action and authority of the Party on whose behalf he or she is executing, (b) does not violate any agreement to which the Party on whose behalf he or she is executing is a party, and (c) binds such Party to the obligations under this Agreement, and (iii) no other proceedings on the part of the Party on whose behalf he or she is executing are necessary in order to permit such Party to perform its obligations contemplated hereby.

F. Notices. Notices under this Agreement must be delivered (i) personally, (ii) by overnight delivery by a nationally recognized courier service, or (iii) by email, with the notice also being sent personally, by overnight delivery as set forth above, or by regular U.S. mail. Notices under this agreement must be sent to the following addresses or to such other or further addresses as a Party may hereafter designate by notice:

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

Lake County Forest Preserve District
1899 W. Winchester Road
Libertyville, IL 60048
Attention: Executive Director
akovach@lcfpd.org

With a copy to:

Matthew E. Norton, Esq.
Burke, Warren, MacKay & Serritella, P.C.
330 North Wabash Street
Suite 2100
Chicago, Illinois 60611
mnorton@burkelaw.com

Notices and communications to the Village shall be addressed to, and delivered at, the following addresses:

Village of Lake Barrington
23860 North Old Barrington Road
Lake Barrington, IL 60010
Attention: Village Administrator

With a copy to:

James P. Bateman
Bateman Law Offices, Ltd.
800 Hart Road, Suite 311
Barrington, IL 60010
jbateman@batemanlawltd.com

Any notice shall be deemed given upon actual receipt. Nothing in this Section will be deemed to invalidate a notice that is actually received, even if it is not given in strict accordance with this Section.

[Signature Page Follows]

The undersigned execute this Agreement and acknowledge that this Agreement will become effective as of the Effective Date.

Attest:

Lake County Forest Preserve District

By: _____
Julie Gragnani, Secretary

By: _____
Angelo D. Kyle, President

Attest:

Village of Lake Barrington

By: _____

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that Angelo D. Kyle, the President of **Lake County Forest Preserve District**, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act in his capacity as President, for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires _____ {SEAL}

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that _____ of **Village of Lake Barrington**, appeared before me this day in person and acknowledged that [he or she] signed and delivered the said instrument as [his or her] free and voluntary act in his or her] capacity as _____, for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires _____ {SEAL}

Exhibit A
Plat of Easement

Exhibit E

Exhibit F
PDRMA Certificate

CERTIFICATE OF COVERAGE

Name and Address of Agency Park District Risk Management Agency 2033 Burlington Avenue Lisle, Illinois 60532-1646 630-769-0332	Name and Address of Member Lake County Forest Preserve District 1899 West Winchester Road Libertyville, IL 60048
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SCOPE OF COVERAGE

The Park District Risk Management Agency (PDRMA) is an intergovernmental self-insurance and risk management pool established under the constitution and the statutes of the State of Illinois to provide coverage for its members against certain claims and losses. Each member of PDRMA is entitled to the scope and amounts of coverage set forth below. In addition, PDRMA may extend the same scope of coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, and amendments that are applicable to the members.

The above named entity is a member in good standing of the Park District Risk Management Agency. The scope of coverage provided by the agency may, however, be revised at any time by the actions of PDRMA's governing body. As of the date this certificate is issued, the information set out below accurately reflects the scope of coverage established for the current coverage year.

Scope of Coverage	Coverage Document	Coverage Dates	Limits Each Occurrence	In millions (000,000)
General Liability * Commercial general liability * Occurrence * Liquor liability	L010120	01/01/2020 - 12/31/2020	Bodily Injury and Property Damage combined	\$2,000,000
			Personal Injury	\$2,000,000
Automobile Liability * any auto	L010120	01/01/2020 - 12/31/2020	Bodily Injury and Property Damage combined	\$1,000,000
Workers' Compensation	WC010120	01/01/2020 - 12/31/2020		Statutory
Employer's Liability	WC010120	01/01/2020 - 12/31/2020		\$3,000,000
Property	P0700120	01/01/2020 - 12/31/2020		
Other		01/01/2020 - 12/31/2020		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

The Village of Lake Barrington, it's officers, employees, and agents is/are additionally insured for Lake County Forest Preserve District's use of Lake Barrington Municipal Center parking lot and easement for the Grassy Lake/Flint Creek Trail.

Coverage is for general liability with respect to the operations of the Lake County Forest Preserve District. Additional insured coverage shall not apply to any liability resulting from the certificate holder's own negligence or the negligence of its servants agents or employees.


Certificate Holder Village of Lake Barrington attn: Loretta Peterson 23860 Old Barrington Road Lake Barrington, IL 60010	Date Issued: 12/1/2019 <div style="text-align: center;">  <hr style="width: 200px; margin: 0 auto;"/> Authorized Representative </div>
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Exhibit G

General Depiction of Bicycle Trail Segments

Exhibit G

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

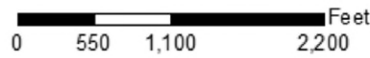
Legend

- District Fee Simple Parcels
- District Easement Parcels
- Bicycle Trail Segments



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



Courtesy Copy Only.

Map Prepared 20 April 2020

