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**DATE:** January 4, 2021

**MEMO TO:** Terry Wilke, Chair  
Planning Committee

**FROM:** Alex Ty Kovach  
Executive Director

**RECOMMENDATION:** Recommend approval of an Ordinance approving an Annexation Agreement with the Village of Volo for the annexation of portions of Marl Flat Forest Preserve.

**STRATEGIC DIRECTION SUPPORTED:** None.

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

**BACKGROUND:** Big Hollow School District (“School District”) owns property in unincorporated Lake County near the Village of Volo (“Village”) and north of Marl Flat Forest Preserve (“Marl Flat”). Due to uncertainties related to its private well and to improve its fire suppression capabilities, the School District has asked the Village to annex the School District property so that the School District property can receive potable water service through the Central Lake County Joint Action Water Agency (“JAWA”) of which Volo is a member. Volo has advised the District that, under the JAWA’s by-laws, the Village cannot serve the School District property unless the property is first annexed to the Village. However, the School District property is separated from the Village’s current municipal boundary by District-owned property at Marl Flat.

To establish the required contiguity between the Village’s current municipal boundary and the School District property, the Village has asked the District to consent to the annexation of an approximately 73-acre portion of Marl Flat into the Village.

The Planning Committee directed staff to negotiate an Annexation Agreement with the Village, and the parties have since drafted an agreement, which provides for the Village’s annexation of portions of Marl Flat, subject to various conditions. Among other things, the agreement (i) provides that the District is not subject to special assessments or special service area taxes, or eminent domain action as a result of the annexation; (ii) preserves the District’s existing exemptions from municipal zoning, planning, and building code regulations, (iii) requires the Village to convey to the District at no cost two parcels of property (the “Village Property”) adjacent to the District’s Singing Hills Forest Preserve (“Singing Hills”), (iv) requires the District to dedicate the existing 66-foot wide Fish Lake Road right-of-way to the Village (the “Initial Dedication”), (v) in the future, if the Village designs a road improvement plan that calls for improvements to Fish Lake Road, the District will dedicate (a) an additional seven (7) feet east and west of the Initial Dedication, or (b) an additional seventeen (17) feet east and west of the Initial Dedication for two hundred (200) feet both north and south of the center line of the access drive from Fish Lake Road to Marl Flat (the “Additional Dedication”), all subject to IDNR approval due to the Conservation Easement it holds over a portion of Marl Flat, and (vi) requiring the Village to maintain all infrastructure and appurtenances (including crosswalk striping, signage, concrete aprons, and tactile warning plates) of the District’s Millennium Trail crosswalk within the existing and any future Fish Lake Road right-of-way boundaries.

Staff believes that the Village Property is desirable to acquire for Forest Preserve purposes. The acquisition, protection and management of this property will meet the District's adopted land acquisition goals of adding to existing preserves, protecting wildlife habitat, and preserving wetlands and woodlands.

In addition, the conveyance will simplify the boundaries of both the Village's and the District's properties, and the land will remain in public use.

**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 JANUARY MEETING  
JANUARY 12, 2021**

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

Your **PLANNING COMMITTEE** presents herewith “An Ordinance authorizing execution of an Annexation Agreement with the Village of Volo (Marl Flat 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**

**AN ORDINANCE AUTHORIZING EXECUTION OF AN ANNEXATION AGREEMENT  
WITH THE VILLAGE OF VOLO (MARL FLAT FOREST PRESERVE)**

**WHEREAS**, the Lake County Forest Preserve District (the “District”) owns a certain parcel of land known as Marl Flat Forest Preserve (“Marl Flat”), portions of which are unincorporated and contiguous to the Village of Volo (the “Village”); and

**WHEREAS**, the Big Hollow School District (the “School District”) owns a certain parcel of land northeast of the intersection of Fish Lake Road and Levi Waite Road which is unincorporated and not contiguous to the Village of Volo; and

**WHEREAS**, the School District has requested annexation into the Village to enable it to connect to the Village water supply due to uncertainties related to its private well, as well as improved fire suppression capabilities associated with a public water supply; and

**WHEREAS**, in order to establish contiguity between the Village boundaries and the School District parcel, the Village has asked the District to consent to the Village’s annexation of an approximately 73-acre portion of Marl Flat; and

**WHEREAS**, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970 and Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, units of local government, such as the District and the Township, may contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

**WHEREAS**, pursuant to Sections 5.3 and 8(a) of the Downstate Forest Preserve District Act, 70 ILCS 805/5.3 and 8(a), and Section 7-1-8 and 11-15.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/7-1-8 and 11-15 .1-1 et seq., the District may voluntarily annex its property to the Village in accordance with the terms of an annexation agreement; and

**WHEREAS**, the District previously submitted a petition for annexation of the Property to the Village (“Annexation Petition”), subject to the negotiation of an acceptable annexation agreement; and

**WHEREAS**, the District's Planning Department has negotiated an annexation agreement with the Village in substantially the form attached hereto as Exhibit A (the "Annexation Agreement"); and

**WHEREAS**, it is in the best interests of the District to ratify the Annexation Petition and approve the Annexation Agreement; and

**WHEREAS**, the Planning Committee (the “Committee”) of the District has reviewed certain land owned by the Village, adjacent to Singing Hills Forest Preserve (“Singing Hills”) and within the corporate limits of the District that is suitable for District purposes, which land includes two parcels, of approximately 35.2 acres and 1.3 acres and is depicted in Exhibit B-1 and Exhibit B-2 attached hereto (the “Village Property”); and

**WHEREAS**, as consideration under the Annexation Agreement, the Village desires to donate the Village Property to the District at no cost; and

**WHEREAS**, the Committee has recommended that the District accept the conveyance of the Village Property from the Village because said conveyance will advance the goals and policies of the District; and

**WHEREAS**, the Board of Commissioners finds that (i) the Property is suitable for District purposes, (ii) acquisition of the Property would expand upon and enhance the holdings of Singing Hills, protect wildlife habitat, protect against flooding, preserving wetlands, provide scenic vistas, and serve as a visual, topographic and ecologic extension of adjoining District properties, and (iii) it is in the best interests of the District to acquire the Property;

**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. Ratification of Annexation Petition.** The Annexation Petition previously submitted by the District to the Village of Volo regarding annexation of the Property is hereby ratified.

**Section 3. Approval of Annexation Agreement.** The Annexation Agreement, in substantially the form attached hereto, is hereby approved. The Executive Director and Corporate Counsel are authorized to prepare and finalize any necessary exhibits to the Annexation Agreement. The President, Secretary and Executive Director of the District are hereby authorized and directed, on behalf of the District, to execute and attest to the Annexation Agreement and any other documents that are necessary to complete the annexation of the Property pursuant to the Annexation Agreement, provided that the final form of the Annexation Agreement and such documents have first been approved by the District's Counsel.

**Section 4. Suitability.** The Village Property is suitable to be used, occupied, and developed for forest preserve and related purposes, and it is necessary, convenient, and desirable that the District use the Village Property for public purposes, including the purposes identified in this Ordinance.

**Section 5. Request for and Acceptance of Conveyance.** The District hereby requests that the Village donate the Village Property to the District. The District shall accept the Village Property from the Village, provided that the Village has adopted a resolution approving the annexation agreement and authorizing the Village to donate the Village Property to the District, in the manner provided by law, including the Local Government Property Transfer Act. Upon approval of such a resolution, the President, Executive Director and the Secretary of the District are hereby authorized and directed to execute and attest to, on behalf of the District, all necessary documents to complete such conveyance, provided that the documents have first been approved by the District's Corporate Counsel.

**Section 6: 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 \_\_\_\_\_, 2021

AYES:

NAYS:

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2021

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Angelo D. Kyle, President  
Lake County Forest Preserve District

ATTEST:

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Julie Gragnani, Secretary  
Lake County Forest Preserve District

Exhibit No. \_\_\_\_\_

**EXHIBIT A**

**ANNEXATION AGREEMENT**

**VILLAGE OF VOLO**  
**LAKE COUNTY, ILLINOIS**

**ORDINANCE NO. 2021-O-\_\_\_\_\_**

**AN ORDINANCE APPROVING AND AUTHORIZING THE  
EXECUTION OF AN ANNEXATION, DEVELOPMENT, AND CONVEYANCE AGREEMENT  
(LAKE COUNTY FOREST PRESERVE DISTRICT)**

**ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES**  
**OF THE**  
**VILLAGE OF VOLO,**  
**LAKE COUNTY, ILLINOIS**

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Volo, Lake County, Illinois this \_\_\_ day of \_\_\_\_\_, 2021



ORDINANCE NO. 2021-0-\_\_\_\_\_

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF  
AN ANNEXATION, DEVELOPMENT, AND CONVEYANCE AGREEMENT  
(LAKE COUNTY FOREST PRESERVE DISTRICT)**

**WHEREAS**, the Village of Volo ("**Village**") received a request from Big Hollow School District #38 ("**Big Hollow**") to annex its campus at Fish Lake Road and Nippersink Road in unincorporated Lake County (the "**Campus**") to the Village; and

**WHEREAS**, pursuant to Section 308(b) of the CLCJAWA First Comprehensive Amendment and Restatement to the Water Purchase and Sale Contract dated October 18, 2013 by and between CLCJAWA and Charter Members, the Village may provide water to the Campus only upon the provisions of an annexation agreement with the owner of the property served; and

**WHEREAS**, Big Hollow is requesting such annexation to make possible a connection of the Campus to the Village's water system, thereby ensuring a reliable source of water for the Campus; and

**WHEREAS**, the Village plans to begin construction in 2021 on a water main extension along Fish Lake Road and Molidor Road, which is being designed to serve the Campus; and

**WHEREAS**, the Campus is not contiguous to the Village, but contiguity can be achieved through annexation of portions of Marl Flat Forest Preserve to the Village; and

**WHEREAS**, the Lake County Forest Preserve District ("**District**") is the owner of certain parcels of the Marl Flat Forest Preserve depicted and generally described on Exhibit A and Exhibit A-1, respectively, attached hereto and made a part hereof (the "**Subject Property**"); and

**WHEREAS**, the Subject Property is located in unincorporated Lake County; and

**WHEREAS**, the Subject Property is currently contiguous to the corporate limits of the Village; and

**WHEREAS**, the District and the Village intend that the Subject Property be annexed to the Village pursuant to an annexation agreement as authorized under 65 ILCS 5/11-15.1-1 *et*

seq.; and

**WHEREAS**, as partial consideration for annexing the Subject Property into the Village, the Village and the District intend the Village to convey an approximately 35.2 acre portion of Monahan Lake (PIN 09-11-300-002) ("**Monahan Lake Property**") and an additional 1.3-acre parcel east of Fish Lake Road (PIN 09-02-408-001) ("**Fish Lake Property**"), both of which are owned by the Village, to the District (the Monahan Lake Property and Fish Lake Property are depicted on Exhibits B-1 and B-2, respectively, attached hereto and made a part hereof); and

**WHEREAS**, to memorialize their intentions and agreements regarding the annexation of the Subject Property, the conveyance of the Monahan Lake Property and Fish Lake Property, the granting of certain easements and right of way dedications, and other intentions and agreements, the District and the Village desire to enter into that certain Annexation, Development, and Conveyance Agreement ("**Annexation Agreement**"), which shall be in substantially the form attached hereto as Exhibit C; and

**WHEREAS**, the Village caused notice to be published for a public hearing on the Annexation Agreement in the \_\_\_\_\_, being a newspaper of general circulation in the Village, on \_\_\_\_\_ in accordance with 65 ILCS 5/11-15.1-3; and

**WHEREAS**, the Village commenced the public hearing to discuss the terms of the Annexation Agreement on \_\_\_\_\_, and continued the public hearing to \_\_\_\_\_, closing such hearing \_\_\_\_\_, all of which occurred at least two weeks prior to the Village's consideration of this Ordinance and approval of the Annexation Agreement; and

**WHEREAS**, the President and Village Board of Trustees have determined it to be in the best interest of the Village to enter into the Annexation Agreement;

**NOW, THEREFORE, BE IT ORDAINED** by the President and Village Board of Trustees of the Village of Volo, Lake County, Illinois, as follows:

**Section 1: Recitals.** The foregoing recitals shall be, and are hereby, incorporated herein

as the findings of the President and Village Board.

**Section 2: Approval of Annexation Agreement.** The Annexation Agreement is hereby approved in substantially the form attached hereto as Exhibit C. The President and the Village Clerk are hereby authorized and directed to execute and attest, respectively, the Annexation Agreement, subject to the finalization of all exhibits. The Village Administrator is authorized, in consultation with the Village Engineer and Village Attorney, to approve the various exhibits in the Annexation Agreement prior to its execution, which authorization includes the retention of a surveyor to prepare any necessary plats or legal descriptions relating to the Annexation Agreement.

**Section 3: Effective Date.** This Ordinance shall be in full force and effect from and after its passage by two-thirds of the corporate authorities of the Village, its approval, and its publication in the manner provided by law.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

AYES:

NAYS:

ABSENT:

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
President

ATTEST:


\_\_\_\_\_  
Village Clerk


**EXHIBIT A**

**DEPICTION OF THE SUBJECT PROPERTY**

# Legend

 Forest Preserve Property

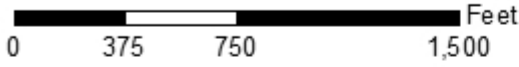
 Subject Property

 IDNR Conservation Easement

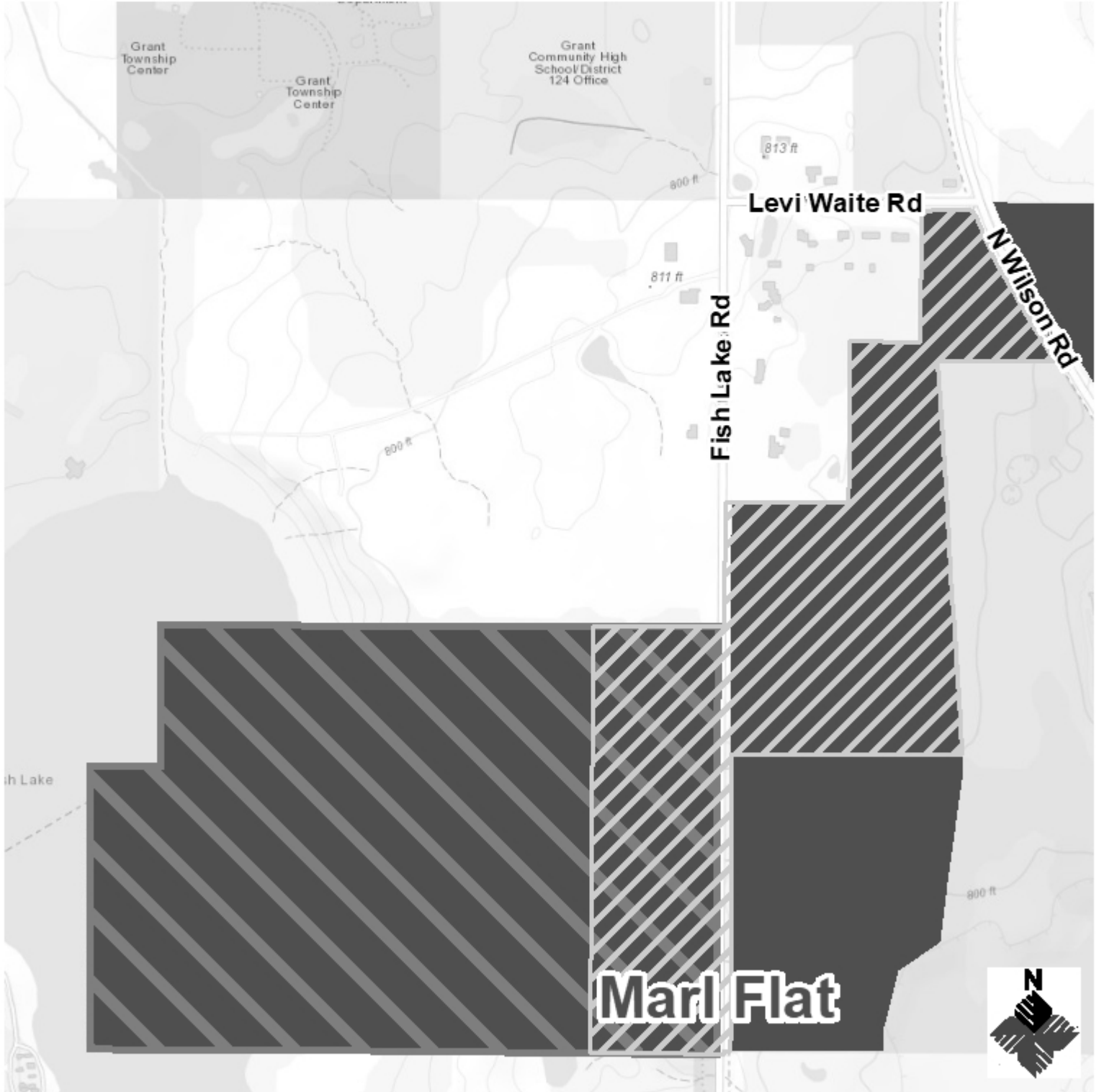
Lake County Forest Preserve District  
Land Preservation and Special Projects  
1899 W Winchester Rd  
Libertyville, Illinois 60048  
847-968-3351

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



Map Prepared 2 November 2020



**EXHIBIT A-1**

**GENERAL DESCRIPTION OF THE SUBJECT PROPERTY**

**EXHIBIT B-1**

**DEPICTION OF THE MONAHAN LAKE PROPERTY**

# Exhibit B-1

## Legend



Forest Preserve Boundaries



Monahan Lake Property

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

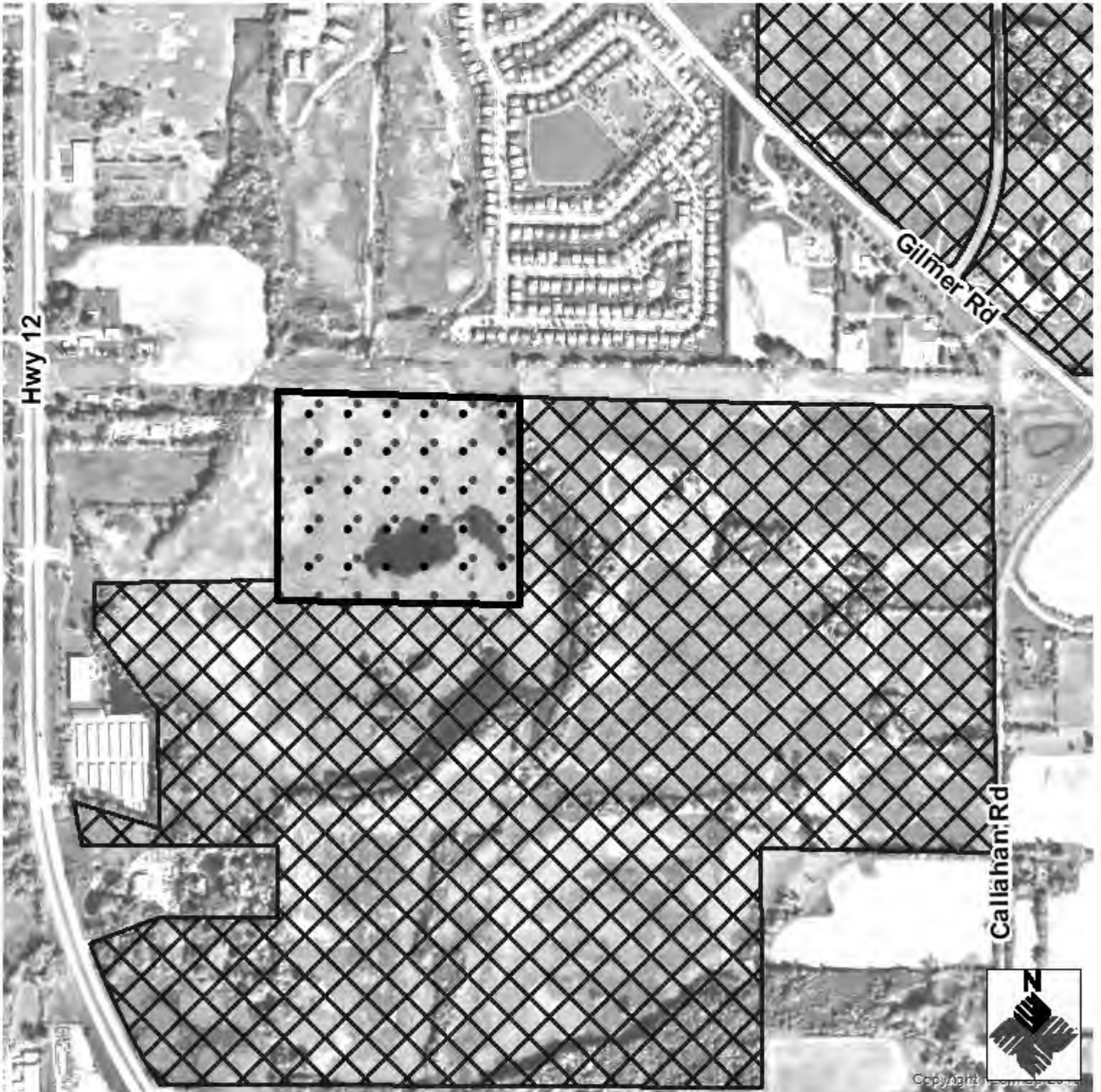
Courtesy Copy Only.  
Property boundaries indicated are provided  
for general location purposes. Wetland  
and flood limits shown are approximate and  
should not be used to determine setbacks for  
structure or as a basis for purchasing property.

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

2020 Aerial Photo

Map Prepared 23 December 2020

0 300 600 1,200 Feet





**EXHIBIT B-2**

**DEPICTION OF THE FISH LAKE PROPERTY**

# Exhibit B-2

## Legend



Forest Preserve Boundaries



Fish Lake Property

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

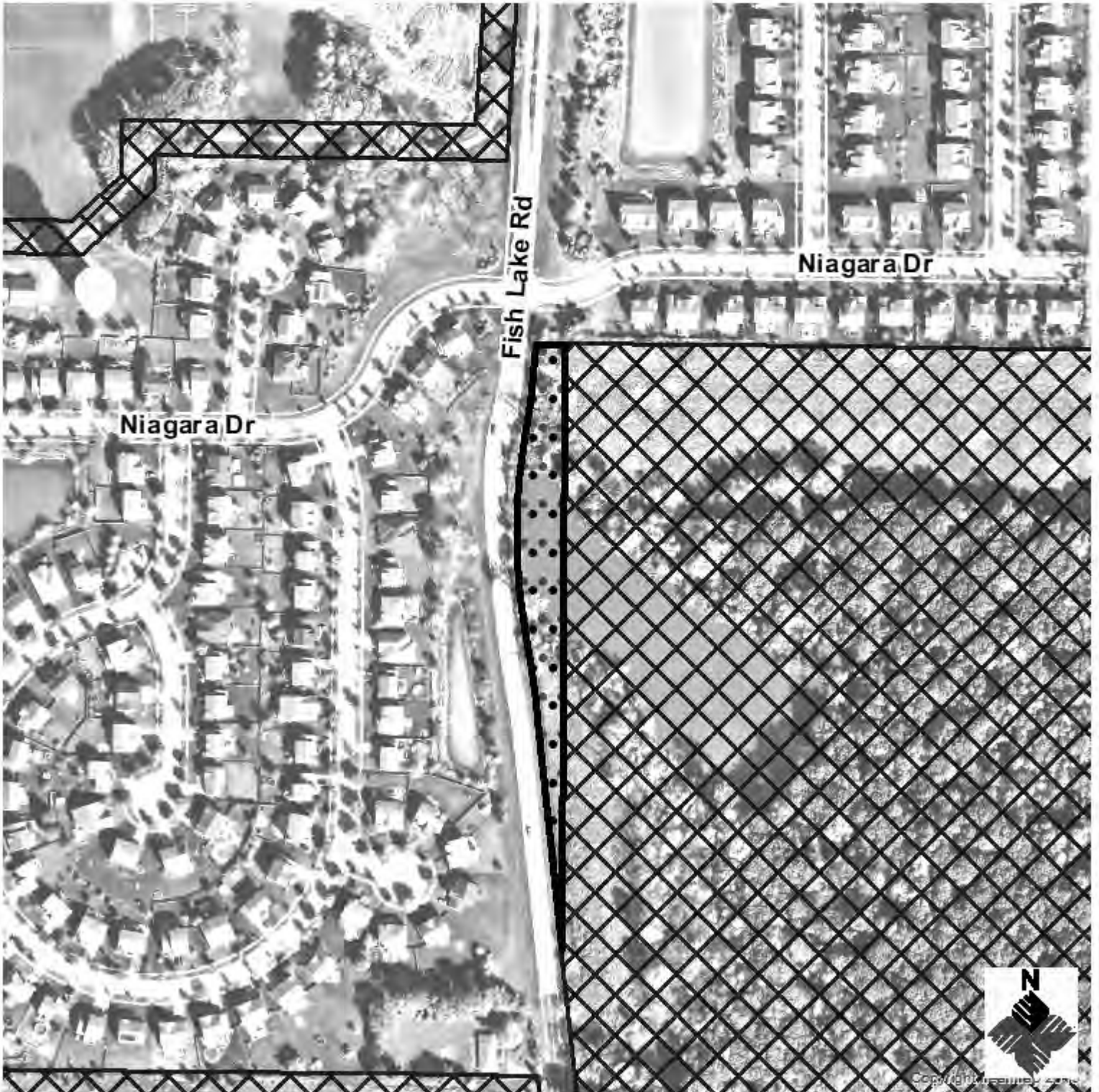
Courtesy Copy Only.  
Property boundaries indicated are provided  
for general location purposes. Wetland  
and flood limits shown are approximate and  
should not be used to determine setbacks for  
structure or as a basis for purchasing property.

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

0 100 200 400 Feet

2020 Aerial Photo

Map Prepared 23 December 2020



**EXHIBIT C**

**ANNEXATION AGREEMENT**

**Prepared by and return  
after recording to:**

Victor P. Filippini, Jr.  
Robert T. Pickrell  
Filippini Law Firm  
990 Grove Street, Suite 220  
Evanston, Illinois 60201  
(312) 300-6554

*This space reserved for Recorder's use only.*

**ANNEXATION, DEVELOPMENT, AND CONVEYANCE AGREEMENT**

**BY AND BETWEEN**

**THE VILLAGE OF VOLO,**

**AN ILLINOIS MUNICIPAL CORPORATION**

**and**

**THE LAKE COUNTY FOREST PRESERVE DISTRICT,**

**A UNIT OF LOCAL GOVERNMENT ORGANIZED AND EXISTING UNDER THE  
DOWNSTATE FOREST PRESERVE DISTRICT ACT**

## **ANNEXATION, DEVELOPMENT, AND CONVEYANCE AGREEMENT**

This ANNEXATION, DEVELOPMENT, AND CONVEYANCE AGREEMENT (this "**Agreement**") is entered into, and shall take effect, as of the Effective Date (as hereinafter defined) by and between the Lake County Forest Preserve District, a body corporate and politic and unit of local government organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/0.001 *et seq.*, (the "**District**"), and the Village of Volo, an Illinois home rule municipal corporation situated in Lake County, Illinois (the "**Village**"). The District and the Village are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**."

### **RECITALS:**

A. The District is the owner of certain real property located within the District's Marl Flat Forest Preserve consisting of approximately 72.8 acres (the "**Annexation Property**"). The Annexation Property is legally described on Exhibit 1A attached hereto and made a part hereof and generally depicted on Exhibit 1B attached hereto and made a part hereof.

B. The Annexation Property is not situated within the corporate limits of any municipality.

C. The Annexation Property lies between the current corporate limits of the Village and certain property serving the Big Hollow School District #38 ("**Big Hollow**") campus at Fish Lake Road and Nippersink Road (the "**Campus**"). Big Hollow desires to be annexed to the Village so that the Campus can receive potable water from the Village's water system, which is expected to be provided based upon certain engineering plans prepared for the Village by Manhard Consulting Ltd., the cover sheet of which is attached hereto as Exhibit 2 and made a part hereof (the "**Water Service Concept Plans**"). The Parties acknowledge that the Village has provided the District with a full set of the Water Service Concept Plans.

**D.** To facilitate the annexation, and the extension of water service to the Campus, at the Village's request, the District has filed a petition to annex the Annexation Property to the Village pursuant to 65 ILCS 5/7-1-8 (the "**Annexation Petition**"), which petition is subject to the provisions of this Agreement.

**E.** The Parties enter into this Agreement as a binding annexation agreement pursuant to (i) Divisions 7-1 and 11-15.1 of the Illinois Municipal Code (65 ILCS 5/7-1-1 *et seq.*, 65 ILCS 5/11-15.1-1 *et seq.*); (ii) the Downstate Forest Preserve District Act (70 ILCS 805/0.001 *et seq.*); (iii) the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); (iv) the Local Government Property Transfer Act (50 ILCS 605/0.01 *et seq.*); (v) the Village's home rule powers; and (vi) all other applicable authority. The Parties intend that this Agreement will govern the annexation of the Annexation Property to the Village, the conveyance of the Conveyance Properties (as hereinafter defined).

**F.** The Village currently owns an approximately 35.2-acre portion of Monahan Lake (PIN 09-11-300-002) ("**Monahan Lake Property**") as depicted on Exhibit 3A attached to and made a part of this Agreement.

**G.** The Village currently owns an approximately 1.3-acre parcel east of Fish Lake Road (PIN 09-02-408-001) ("**Fish Lake Property**") as depicted on Exhibit 3B attached to and made a part of this Agreement.

**H.** As part of the consideration of this Agreement, the Village has agreed to convey the Village's right, title, and interest in and to the Monahan Lake Property and the Fish Lake Property to the District, in accordance with this Agreement.

**I.** The District is also the owner of certain real property located within the District's Marl Flat Forest Preserve, which is adjacent to, but not located within, the Annexation Property,

is located adjacent to the east right of way line of Fish Lake Road, and is generally depicted on Exhibit 1C (the "**East Marl Flat Parcel**").

J. The Village desires that the District (i) dedicate the existing portions of the Annexation Property located within the Fish Lake Road right-of-way to the Village and (ii) agree to dedicate an additional portion of the Annexation Property and all or a portion of the East Marl Flat Parcel for additional right-of-way for Fish Lake Road, all subject to and as provided in this Agreement.

K. Portions of the Annexation Property (including portions that the Village desires to be dedicated to the Village) are subject to a conservation easement and rights held by the State of Illinois, pursuant to that certain "Grant of Conservation Easement" between the District and the State of Illinois, recorded with the Lake County Recorder as Document No. 5401779 (the "**IDNR Conservation Easement**") and possibly to other restrictions (collectively, the "**Encumbrances**"). The portion of the Annexation Property encumbered by the IDNR Conservation Easement is generally depicted on Exhibit 1B as the "IDNR Conservation Easement". The Encumbrances may limit the utilization of such portions of the Annexation Property for right-of-way purposes or prevent the dedications requested by the Village.

L. The President and Village Board of Trustees (collectively, the "**Village Corporate Authorities**"), after due and careful consideration, have concluded that the annexation of the Annexation Property to the Village in accordance with the terms and conditions of this Agreement, will extend the corporate limits and jurisdiction of the Village, as well as promote, enhance, and serve the best interests and general welfare of the Village and its citizens. Pursuant to the provisions of Division 15.1 of the Illinois Municipal Code (65 ILCS 5/11-15.1-3), the Village Corporate Authorities have held all public hearings required by law relative to the execution and

delivery of this Agreement, including conducting the statutorily required public hearing on this Agreement at least two (2) weeks prior to the approval of the Agreement and, by a two-thirds (2/3) vote of the Village Corporate Authorities then holding office, the Village has duly adopted an ordinance approving this Agreement and directing the President and Village Clerk to execute this Agreement on behalf of the Village.

**M.** The Board of Commissioners of the District (the “***District Corporate Authorities***”) and the Village Corporate Authorities have determined that it is in their respective best interests and the best interests of their residents to enter into this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agrees as follows:

**PART I: GENERAL TERMS**

**SECTION 1. Recitals.** The Recitals set forth above constitute a material part of this Agreement. The Parties hereby confirm the accuracy, truth and validity of said Recitals and do hereby incorporate the same herein as if set forth in their entirety in this Section 1.

**SECTION 2. Mutual Assistance; Consents.**

**A. Mutual Assistance.** The District and the Village agree to use commercially reasonable efforts to do all things practicable and reasonable to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out its terms; provided, however, that no Party will be obligated to incur or assume any liability or cost not otherwise expressly provided for herein.

**B. Consents and Approvals.** Unless otherwise provided herein, whenever the consent or approval of a Party, or any of its employees, consultants, attorneys, agents, or representatives,



is required to be secured or obtained by the other Party under the provisions of this Agreement, the same shall not be unreasonably conditioned, withheld, or delayed.

**SECTION 3: Notices.** All notices required or permitted hereunder shall be in writing, and delivered either personally, by certified or registered mail (return receipt requested), or by e-mail to the following addresses:

If to the Village:

Village of Volo  
500 S. Fish Lake Road  
Volo, Illinois 60073  
Attention: Village Administrator  
Email: mmay@villageofvolo.com

With a copy to:

Victor P. Filippini, Jr.  
Robert T. Pickrell  
Filippini Law Firm  
990 Grove Street, Suite 220  
Evanston, Illinois 60201  
Email: Victor.Filippini@filippinilawfirm.com  
Robert.Pickrell@filippinilawfirm.com

If to the District:

Lake County Forest Preserve District  
1899 West Winchester Road  
Libertyville IL 60048  
Attn: Executive Director  
Email: akovach@lcfpd.org

With a copy to:

Matthew Norton  
Burke, Warren, MacKay & Serritella, P.C.  
330 N. Wabash, 21st Floor  
Chicago, IL 60611  
Email: mnorton@burkelaw.com

unless a different addressee, address, or e-mail address for a Party is designated in writing by that Party. Notices shall be deemed delivered on: (i) the date of delivery, when personally delivered; (ii) the next business day following a Party's delivery via courier service; (iii) the third

business day after the postmark date thereof, for notices sent by registered mail or certified mail; and (iv) the next business day after transmission, if notice is sent by e-mail, provided that the Party giving such e-mail notice shall also mail, personally deliver, or courier a "hard copy" to all recipients of the notice. Notwithstanding the foregoing, nothing in this Section 3 will be deemed to invalidate a notice actually received by a Party. The failure or refusal of any Party to accept any notice given in compliance herewith shall conclusively be deemed as receipt thereof and knowledge of its contents.

**SECTION 4: Successors and Assigns.**

A. District. All rights and obligations of the District under this Agreement shall inure to the benefit of and be binding on (i) the District, including the District Corporate Authorities, so long as the District is the fee simple owner of any portion of the Annexation Property and (ii) the successor legal or beneficial owners of all or any portion of the Annexation Property. The Village agrees that, if a third-party owner of the Annexation Property, or of any portion thereof, assumes any of the obligations of the District under this Agreement, then the District shall be released from liability for the performance of such obligations to the extent such third-party owner assumes such obligations.

B. Village. All rights and obligations of the Village under this Agreement shall inure to the benefit of and be binding upon the Village, including the Village Corporate Authorities, and their successors and assigns.

**SECTION 5: Default, Remedies, and Venue.**

A. Notice and Opportunity to Cure. In the event of a breach of this Agreement, the defaulting Party shall have thirty (30) days [or five (5) days, if the breach is a Village breach of its obligations under Part III of this Agreement (a "***Village Part III Default***")]] after written notice of said breach to correct the same prior to the non-breaching Party's seeking any remedy provided for herein; provided, however, that if (i) such breach is not a Village Part III Default, (ii) the

breaching Party has promptly commenced and diligently pursued corrective action, and (iii) such corrective action cannot be reasonably completed within thirty (30) days, the time for corrective action shall be extended to such time as may reasonably be necessary [but in no event for longer than sixty (60) days without the written consent of the non-breaching Party].

**B. Remedies.** Subject to Section 5.A of this Agreement and other express limitations of remedies set forth in this Agreement, for a breach of this Agreement, a Party may seek any remedy available at law or in equity, including without limitation mandamus, specific performance, or other action to enforce or compel the performance of this Agreement. In addition, with respect to a Village Part III Default and subject to the five (5) day cure period set forth in Section 5.A of this Agreement, the District may terminate this Agreement if such Village Part III Default occurs, and the District sends timely written notice of such default to the Village, before the Closing.

**C. Prevailing Party Costs and Attorneys' Fees.** In the event of a judicial proceeding brought by one Party to this Agreement against the other Party to this Agreement, the prevailing party in such judicial proceeding shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with such judicial proceeding.

**D. No Waiver.** No action taken by any Party pursuant to the provisions of this Agreement shall constitute an election of remedies, and all remedies set forth in this Agreement, as well as any remedies at law or in equity, shall be cumulative and shall not exclude any other remedy. The failure of the Parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other Party imposed, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

E. Venue. All judicial actions or proceedings in any way, manner, or respect arising out of, from, or related to this Agreement shall be brought in Lake County, Illinois.

**SECTION 6: Miscellaneous Provisions.**

A. Time is of the Essence. Time is of the essence of this Agreement, and of each provision hereof, and the Parties shall make every reasonable effort to expedite the subject matters hereof. In the event the performance required of any Party is delayed for causes that are beyond the reasonable control of the Party responsible for such performance (which causes shall include, but not be limited to, acts of God; inclement weather conditions; strikes; material shortages; lockouts; epidemic or pandemic; State or Federal disaster; breach of the other Party; the revocation, suspension, or inability (for reasons other than the Party's fault) to secure any necessary governmental permit, license, approval, or authorization; and any similar cause), the time for such performance shall be extended by the period of time of such delay; provided, the Party invoking such a cause for delay shall promptly notify the other Party of such delay and its cause.

B. Amendments. This Agreement may be amended only by the mutual written consent of the Parties, as evidenced by (i) the adoption of an ordinance or resolution of the Village Corporate Authorities approving said amendment as provided by law, (ii) the adoption of an ordinance or resolution of the District Corporate Authorities approving said amendment as provided by law, and (iii) the execution of said amendment by the Parties.

C. Integration/Exhibits.

i. Integration. This Agreement supersedes all prior agreements and negotiations between and among the Parties and collectively they set forth all promises, inducements, agreements, conditions, and understanding between and among the Parties relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between or among them, other than as

are set forth in this Agreement. Neither Party is relying upon any statement or representation not embodied in this Agreement, made by the other.

ii. Incorporation of Exhibits. Exhibits 1 through 7, inclusive, to this Agreement are expressly incorporated herein by this reference hereto.

**D.** Severability. If a court of competent jurisdiction enters a final, non-appealable judgment finding that (i) the Village lacks authority to convey, or the District lacks authority to accept, any portion of the Conveyance Properties to the District or (ii) the District lacks authority to request the annexation of, or the Village lacks authority to annex, the Annexation Property to the Village, then there shall be a failure of consideration and this entire Agreement shall be terminated and of no further force or effect, but such judgment will not be deemed to rescind or require the Parties to rescind any act lawfully performed prior to such judgment. If a court of competent jurisdiction enters a final, non-appealable judgment finding that any other phrase, paragraph, article, or portion of this Agreement is invalid, illegal, or unenforceable, such finding of invalidity, illegality, or unenforceability as to that portion shall not affect the validity, legality, or enforceability of the remaining portions of this Agreement. If, for any reason, this Agreement, or any provision hereof, is alleged to be invalid, in whole or in part, the Village shall expeditiously take such actions (including the giving of such notices, the holding of such public hearings, and the adoption of such ordinances and resolutions) as may be necessary to cure such invalidity or otherwise give effect to the spirit of this Agreement and the intentions of the Parties as reflected by the terms of this Agreement.

**E.** Term. This Agreement shall be in effect for a term (the "**Term**") of twenty (20) years following the Effective Date. If any of the provisions of this Agreement are challenged, or the annexation of the Annexation Property is challenged, in any court proceeding, then, to the extent permitted by law, the period of time during which such litigation is pending shall not be included in calculating said 20-year Term.

**F.**     Interpretation; Construction. Part and Section numbers and captions headings are purely descriptive and shall be disregarded in construing this Agreement. The provisions of this Agreement shall not be construed in favor of or against either Party because such Party's counsel may have assumed principal responsibility for the drafting of such provisions. The Parties acknowledge that they have each been represented by counsel in connection with the negotiation and drafting of this Agreement.

**G.**     Business Days. Unless specified as a “business day,” any reference herein to “day” or “days” shall mean calendar and not business days. If the date for giving of any notice required to be given hereunder or the performance of any obligation hereunder falls on a Saturday, Sunday, or federal holiday, then said notice or obligation may be given or performed on the next business day after such Saturday, Sunday, or federal holiday.

**H.**     Authorization; Authorized Signatories; Counterparts. Each Party represents to the other that it has the authority and the legal right to make, deliver, and perform all actions necessary or required by this Agreement and has taken all necessary actions to authorize the execution, delivery, and performance of this Agreement. Each Party further represents that the person(s) executing this Agreement on behalf of such Party is authorized to do so and that such signature(s) will bind the Party. This Agreement 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. All facsimile signatures of this Agreement shall be deemed original signatures for all purposes, but each Party may require the other to re-execute an original of this Agreement signed by facsimile.

**I.**     Governing Law. This Agreement shall be governed in all respects by the laws of the State of Illinois.

**J.**     Costs and Fees. Except as otherwise provided herein, each Party shall bear its own costs and fees related to this Agreement.

K. Effective Date. The "Effective Date" of this Agreement shall be the date on which the last of the following has occurred: (i) the District Corporate Authorities approve this Agreement by ordinance or resolution and (ii) the Village Corporate Authorities approve this Agreement by ordinance or resolution.

L. Effect of Termination. If this Agreement (or the District's right to acquire the Conveyance Properties or either of them) is terminated for any reason, neither Party shall have any further rights or obligations under this Agreement (or, if the District's right to acquire the Conveyance Properties or either of them is terminated, then the Parties shall have no further rights or obligations with respect to such acquisition), except for those rights and obligations that expressly survive termination and, if termination occurs prior to the Village's adoption of the Annexation Ordinance, the Annexation Petition shall be deemed withdrawn immediately and shall be of no further force or effect.

## **PART II: ANNEXATION AND DEVELOPMENT OF ANNEXATION PROPERTY**

### **SECTION 7. Annexation.**

A. Annexation Ordinance. If the District (i) does not send an Inspection Period Termination Notice to the Village on or before 6:00 p.m. (Central Standard Time) on Monday, February 15, 2021 (as provided in Section 13.G) (the "**Termination Deadline**") or (ii) sends the Village a written notice expressly waiving the District's termination rights (a "**Termination Waiver**"), the Village Corporate Authorities may enact an ordinance annexing the Annexation Property to the Village in the form attached hereto as Exhibit 4 ("**Annexation Ordinance**"). If the Village does not enact the Annexation Ordinance within sixty (60) days after the earlier of (i) the Termination Deadline and (ii) the Village's delivery of a Termination Waiver, then such failure will waive its right to annex the Annexation Property. Following the adoption of the Annexation Ordinance, the District shall not have the right to seek disconnection of the Annexation Property

(or any part thereof) during the term of this Agreement unless otherwise approved by the Village Corporate Authorities.

**B. Additional Action Relating to Annexation.** If the Village enacts the Annexation Ordinance, the Village, at its expense, shall thereafter undertake all actions necessary to annex the Annexation Property, including without limitation providing any notice to interested parties, preparing or causing to be prepared an annexation plat of the Annexation Property (in a form approved by the District) (the "***Annexation Plat***"), recording a copy of the Annexation Ordinance, Annexation Plat, and this Agreement with the Lake County Recorder, and providing notices to the Lake County Clerk and the post office branches serving the Annexation Property.

**SECTION 8. Use and Zoning of Annexation Property.**

**A. Zoning Map Designation.** Pursuant to Section 4.1.5 of the Village Zoning Code, upon annexation the Annexation Property shall be classified within the "RE" Rural Estate Single-Family Detached Residential Zoning District under the Village Zoning Code.

**B. Use of Annexation Property During the Term of Agreement.** For purposes of this Agreement:

1. The Village acknowledges that the District maintains a policy position that it, as a regional governmental agency created by statute, may use (a) the Annexation Property, (b) the Conveyance Properties (if and after they are acquired by the District), and (c) any other real property located within the Village's zoning jurisdiction in which the District owns the fee simple interest or an easement whether acquired by the District before, on, or after the Effective Date (the "***Other District Property***"; the Annexation Property, the Conveyance Properties (if and after they are acquired by the District), and the Other District Property are, collectively, the "***Incorporated District Parcels***") for any statutorily authorized use, notwithstanding any current or future provision of the Village of Volo Zoning Code or the Village's other codes, ordinances, and regulations (collectively, the "***Village Laws***").



2. Notwithstanding the fact that the Village does not subscribe to the District's policy position as set forth in Section 8.B.1, for the Term of the Agreement, the Village agrees to forbear from enforcing the current and future Village Zoning Code and any other Village zoning regulations against the Incorporated District Parcels.
3. The District agrees that, for the Term of the Agreement, the Incorporated District Parcels may only be used for uses that are authorized by the Downstate Forest Preserve District Act, 70 ILCS 805/1 *et seq.*, except that it will not use the Incorporated District Parcels for any of the following activities, even if such activities are otherwise authorized by the Downstate Forest Preserve District Act: (a) mining of gravel, sand, earth, and other material from lands and waters; (b) operation, use, or maintenance of a sanitary landfill or pollution control facility; (c) operation, use, or maintenance of a power plant; or (d) residential uses (except for a detached single family residence for use by a caretaker of forest preserve lands).

**C. Use of Incorporated District Parcels After Expiration of Agreement.** After the expiration or the earlier termination of this Agreement (or any portion thereof), nothing in this Agreement will be deemed to waive the District's policy position that it, as a regional governmental agency created by statute, may use the Incorporated District Parcels for any statutorily authorized use, notwithstanding any current or future provision of the Village Laws that, after such expiration or termination, would prevent, limit, regulate, or restrict that use.

**D. Building Permits.** The Village acknowledges that: (i) pursuant to Section 20 of the Downstate Forest Preserve District Act, 70 ILCS 805/20, the District, by ordinance, has elected to be governed by Lake County's building codes and other rules and regulations governing the construction and alteration of buildings and structures and parts and appurtenances thereof (the "**County's Building Codes**"); and (ii) as a result of such election, the construction or alteration of any buildings or structures, including the performance of any grading or other site work, within the Incorporated District Parcels will be subject to the County's Building Codes [including without limitation the Building Codes identified in Chapter Title XV, Chapter 150 of the Lake County, Illinois

Code of Ordinances (and their successor codes) and the Lake County Watershed Development Ordinance (and any successor ordinance)] and not the Village’s building codes or other Village Laws that would otherwise govern such construction, alteration, or work.

**SECTION 9. Right-of-Way Dedication.**

**A. Dedication of Existing Portions of Fish Lake Road.** Following the adoption of the Annexation Ordinance, the Village Administrator may deliver to the Executive Director of the District a draft plat of dedication (the “**Initial Plat of Dedication**”), pursuant to which the District shall dedicate to the Village all portions of the Annexation Property within thirty-three feet (33’) of the centerline of Fish Lake Road, as generally depicted on Exhibit 5A attached hereto and made a part hereof (the “**Fish Lake Road Right-of-Way**”) for use as a public highway and available for public use (the “**Initial Dedication**”). Prior to or simultaneous with the Village Administrator delivering the draft Initial Plat of Dedication to the Executive Director, the Village Administrator shall also deliver to the Executive Director:

- (i) copies of the recorded Annexation Ordinance and Annexation Plat;
- (ii) an agreement executed by the Village in the form attached hereto as Exhibit 5B (the “**Dedication Indemnification**”) in which the Village undertakes to indemnify and defend the District against any claims that (a) the Initial Dedication will violate the terms of any Encumbrance, or (b) the Village’s use of the Fish Lake Road Right-of-Way pursuant to the Initial Dedication violates any Encumbrance;
- (iii) an agreement with Grant Township (the “**Township**”), pursuant to which the Village agrees, following its acceptance of the Initial Dedication, to grant the Township a license for the installation (in accordance with plans that the District has had an opportunity to review and comment on and that the Village has approved in writing), operation, maintenance, and replacement by the Township of a pedestrian trail (the “**Township Trail**”) within the boundaries of the Fish Lake

Road Right-of-Way, as such boundaries exist following the Initial Dedication or following the Additional Dedication defined in Section 9.B.

In addition to the Dedication Deliverables, the Village and District shall cooperate (but the District's cooperation will be limited to sending a letter in support) in obtaining written documentation from the State of Illinois in a form approved by the District acknowledging that the right-of-way dedication to the Village is not precluded by, or is otherwise allowed under, the IDNR Conservation Easement (the "**State Acknowledgement**"). [Collectively, the items identified in (i) – (iii) of this Subsection 9.A and the State Acknowledgement shall be referred to as the "**Dedication Deliverables.**"]

The District's Executive Director and the Village's Village Administrator shall cooperate to agree on the Initial Plat of Dedication within thirty (30) days after receipt by the District of the draft Initial Plat of Dedication and the Dedication Deliverables. Upon such agreement, the District shall execute the Initial Plat of Dedication and deliver it to the Village. Within thirty (30) days after receipt of such executed Initial Plat of Dedication, the Village shall (i) approve a resolution or ordinance accepting the Initial Dedication of the Fish Lake Road Right-of-Way and (ii) record the Initial Plat of Dedication. If the Village does not deliver the draft Initial Plat of and the Dedication Deliverables to the District within two (2) years after the Effective Date, the District will have no obligation to execute the Initial Plat of Dedication or make the Initial Dedication to the Village.

**B. Additional Dedications of Fish Lake Road.** In addition to the Initial Dedication provided for in Section 9.A of this Agreement, the District agrees to dedicate additional portions of (i) the Annexation Property and (ii) the East Marl Flat Parcel (collectively, the "**Additional Right-of-Way Property**") for enlarged right-of-way purposes along Fish Lake Road (the "**Additional Dedication**"). Such Additional Dedication shall occur during the Term if:

1. the Village:

- a. designs a road improvement plan that calls for improvements to Fish Lake Road that require Additional Right-of-Way Property;
  - b. obtains a State Acknowledgement relating to the Additional Dedication; and
  - c. requests Additional Right-of-Way Property from the District via an ordinance approved pursuant to the Local Government Property Transfer Act (the “**Village Transfer Ordinance**”), which ordinance shall include:
    - 1. a draft plat of dedication, pursuant to which the District shall dedicate to the Village the Additional Right-of-Way Property (an “**Additional Plat of Dedication**”); and
    - 2. a requirement that the Village deliver to the District a Dedication Indemnification relating to the Additional Right-of-Way Property.
- ii. the Village delivers the Village Transfer Ordinance and the State Acknowledgement relating to the Additional Dedication to the District, then (a) the Village Administrator and the District’s Executive Director shall cooperate to agree on the Additional Plat of Dedication within thirty (30) days after its receipt by the District, (b) upon such agreement, the District shall approve the dedication of such Additional Right-of-Way Property to the Village by a resolution approved pursuant to the Local Government Property Transfer Act (the “**District Transfer Resolution**”), (iii) after approval of the District Transfer Resolution, the District shall execute the Additional Plat of Dedication and deliver it to the Village, and (iv) the Village shall accept the Additional Dedication of the Additional Fish Lake Road Right-of-Way and record the Additional Plat of Dedication. Such Dedication shall be without consideration or conditions other than as set forth in this Agreement.

The Village may select the boundaries of the Additional Right-of-Way Property, so long as (y) all of the Additional Right-of-Way Property is contiguous to the Initial Dedication, and includes no

non-dedicated “gaps” between the outside boundary of the Initial Dedication and the outside boundary of the Additional Right-of-Way Property and (z) all of the Additional Right-of-Way Property is within either:

1. seven (7) feet of the west boundary or east boundary of the Initial Dedication, or
2. seventeen (17) feet of a point on the west boundary or east boundary of the Initial Dedication, if such point is within two hundred (200) feet north of or two hundred (200) feet south of the center line of the access drive from Fish Lake Road to Marl Flat Forest Preserve.

**C. Village Maintenance Obligations. Village Maintenance Obligations.** Following the Initial Dedication, the Village, at no cost to the District, shall perform routine maintenance and repair of all infrastructure and appurtenances (including without limitation crosswalk striping, crosswalk signage, concrete aprons, and tactile warning plates) (the “***District Trail Infrastructure***”) of the District’s Millennium Trail and Greenway crosswalk as generally depicted on Exhibit 6 attached hereto and made a part hereof (the “***District Trail Crosswalk***”) within the Fish Lake Road Right-of-Way, including any maintenance, repair, and replacement that becomes reasonably necessary as a result of roadway improvements made by the Village. Following any Additional Dedication, the Village, at no cost to the District, shall also perform routine maintenance and repair of all District Trail Infrastructure of the District Trail Crosswalk within the Additional Right-of-Way Property. The Village’s routine maintenance and repair shall include: (i) exercise of due care to maintain the District Trail Infrastructure within the District Trail Crosswalk in a reasonably safe condition and to ensure timely correction of any condition that is not reasonably safe; (ii) development, and exercising due care in the implementation of, a reasonable inspection system to identify in a timely manner conditions of the District Trail Infrastructure within the District Trail Crosswalk requiring maintenance, (iii) periodic removal of trash and rubbish from the District Trail Crosswalk, (iv) repairing damage to the District Trail Infrastructure within the District Trail Crosswalk, (v) repaving, resurfacing, or filling the surface of the District Trail Crosswalk (which

may include without limitation a portion of the surface of Fish Lake Road) to the extent necessary to repair potholes, ruts and other abrupt vertical abnormalities, (vi) mowing, trimming, or otherwise removing grass, trees, shrubs, and other plants within or adjacent to the District Trail Crosswalk that interfere with the use of the District Trail Infrastructure or District Trail Crosswalk or that obscure visibility of (a) vehicles traveling on Fish Lake Road or entering or exiting the District's parking lot, (b) directional, traffic, warning, or District informational signs, or (c) other users of the District's Millennium Trail and Greenway, and (vii) any maintenance and repair (but not replacement) necessary for the District Trail Infrastructure and District Trail Crosswalk to remain compliant with the Americans with Disabilities Act, the Illinois Environmental Barriers Act, the Illinois Accessibility Code, or any regulations, rules, or guidance issued pursuant to such Acts or Code.

**D. Village Acknowledgements.** The Village acknowledges that any Initial Dedication or Additional Dedication made by the District is made based on the "as is" title and condition of the Annexation Property and the East Marl Flat Parcel, including with respect to the Encumbrances, and the Village will accept the same with all faults, if any, and without any warranty, express or implied and neither the District nor any agents, representatives, or employees of the District have made any representations or warranties, direct or indirect, oral or written, express or implied, to the Village or the Village's agents with respect to the condition of the Annexation Property or the East Marl Flat Parcel or any improvements thereon, their fitness for any particular purpose, or their compliance with any Laws (as defined herein), and the Village is not aware of, and does not rely upon, any such representation of any other party.

**SECTION 10. Fees, Donations, and Taxation.**

**A. No Annexation Fee.** The District shall not be required to pay any annexation fee, or any other fee, to the Village in connection with the annexation of the Annexation Property or this Agreement.

**B. No Other Donations and Contributions.** The Village shall not require the District or its successors or assigns to pay any fees or to donate any land (except for the Initial Dedication and any Additional Dedication as set forth in Section 9 of this Agreement) or money or to make any contributions to the Village or any other governmental agency as a result of the annexation of the Annexation Property to the Village or the use or development of any portion of the Incorporated District Parcels in the Village.

**C. Other Taxes, Assessments, or Fees.** The District shall be immune from, and will not be subject to, without the District's prior express written consent, any (i) Village special service area taxes, special assessments, recapture fees, or similar fees, or (ii) eminent domain action instituted by the Village and related to the Incorporated District Parcels.

**SECTION 11. Nonliability of Village.**

**A. Village Review.** The District acknowledges and agrees that the Village is not, and will not be, in any way liable for any damages that may be sustained by the District as the result of the Village's review and approval of any plans for the Incorporated District Parcels that are submitted by the District to the Village for its review, or the issuance by the Village to the District of any approvals, permits, certificates, or acceptances provided for in this Agreement or as may be requested by the District ("***Village Approvals***"), and any such Village Approvals do not, and will not, in any way, be deemed to insure the District, or any of its respective heirs, successors, assigns, tenants, and licensees, or any third party, against damage or injury of any kind at any time.

**B. Indemnification.** The Village shall defend, indemnify, and hold harmless the District, the District Corporate Authorities, and the District's appointed officers, officials, employees, agents, attorneys, representatives, and insurers against any claim arising from or relating to this Agreement or the annexation of the Annexation Property. Additionally, the District shall tender its defense of any lawsuit challenging this Agreement or the annexation of the

Annexation Property to the Village. The terms of this Section 11.B shall not apply to any third-party lawsuits or claims relating to the District's policy position as set forth in Section 8.B.1 of this Agreement.

**SECTION 12. Conflicts.** If any presently existing or subsequently adopted Village Law is inconsistent or in conflict with any provision hereof, then the provisions of this Agreement and the ordinances passed pursuant hereto shall supersede the terms of said inconsistent or conflicting Village Laws as they may relate to the Incorporated District Parcels during the Term of this Agreement. Notwithstanding the foregoing, the District may elect to operate under the provisions of any amendment to any of the Village Laws without affecting its rights to be governed by all other provisions of the Village Laws in effect on the Effective Date.

### **PART III:**

#### **TRANSFER OF CONVEYANCE PROPERTIES**

##### **SECTION 13. Conveyance Properties.**

**A.** Transfer of the Conveyance Properties to the District. Subject to and on the terms and conditions set forth herein, the Village shall convey to the District the Monahan Lake Property and the Fish Lake Property, together with:

- i.** all buildings, improvements, fixtures, systems, machinery, equipment to provide utility services, and furnishings on the Monahan Lake Property and the Fish Lake Property;
- ii.** all right, title, and interest of the Village now owned or acquired by the Village prior to the Closing Date (as defined in Section 13.D of this Agreement) in and to the Monahan Lake Property and the Fish Lake Property, except as otherwise provided in this Part III; and



- iii. all of the estates, rights, privileges, easements, licenses, and appurtenances belonging or in any way appertaining to the Monahan Lake Property and the Fish Lake Property;

(collectively, the “**Conveyance Properties**”).

B. Delivery Items. No later than five (5) business days following the Effective Date, the Village shall deliver to the District, to the extent in the Village’s possession or control, any existing surveys, title insurance policies/reports, environmental/physical condition reports, licenses and agreements binding or related to the Conveyance Properties (collectively, the “**Delivery Items**”). The District acknowledges that the Village makes no representation or warranty whatsoever, express or implied, as to the accuracy of the Delivery Items.

C. Consideration. The Village will convey the Conveyance Properties to the District in consideration of the other terms, promises, and undertakings set forth in this Agreement. No earnest money or purchase price shall be required in this transaction.

D. Closing. The closing of the conveyance of the Conveyance Properties (the “**Closing**”) shall take place through a quitclaim deed at Chicago Title Insurance Company (the “**Title Company**”). The Closing shall occur on the twentieth (20th) day following the earlier of (i) the expiration of the Inspection Period (defined below) and (ii) the District’s delivery of the Termination Waiver, or such other date as mutually agreed by the Parties (the “**Closing Date**”). The Closing shall be a “New York Style” closing with such special provisions as may be required to conform to this Agreement. The Village and District shall execute and deliver to each other such items as may be reasonably requested by the other to consummate the Closing, including but not limited to, a GAP Undertaking, ALTA Statement (including a statement of “no broker”), Bill of Sale, a Non-Foreign Affidavit and Certification prepared in conformance with IRS regulations, any real estate transfer declarations, a closing or disbursement statement prepared by the Title Company, and such other customary documents and authority documentation as may be

reasonably requested by the Title Company or the Parties hereto. Possession of the Conveyance Properties shall be delivered to the District at the Closing, free of any Unpermitted Exceptions (defined below).

E. Transfer. The Village shall convey to the District all of the Village's right, title, and interest in and to all of the Conveyance Properties by delivering to the District at Closing a fully executed, recordable, stamped quitclaim deed subject only to the Permitted Exceptions (as defined herein).

F. Fish Lake Property Easement. Contemporaneous with the Closing, the District shall grant a utility and related access easement (the "**Fish Lake Property Easement**") to the Village on the Fish Lake Property to permit the Village to provide, authorize, maintain, and extend water, sanitary sewer, storm sewer and related drainage facilities, and other utilities in, upon, under, over, and through such Fish Lake Property Easement in substantially the form attached hereto as Exhibit 7.

G. Inspection; Environmental Review; Title/Survey Examination.

i. Inspection Activities; Inspection Period. The Parties acknowledge that, prior to the Effective Date of this Agreement, the Village delivered to the District license agreements (collectively, the "**Inspection License**") that authorized certain consultants of the District, and the Village hereby authorizes the District to have such consultants, at the District's sole cost and expense, to (i) enter upon and inspect the Conveyance Properties to (a) cause a plat or plats of survey of the Conveyance Properties to be prepared by a surveyor registered in the State of Illinois and (b) conduct environmental testing and (ii) conduct such other inquiries, reviews, and activities as it deems appropriate in its sole discretion to identify any title or environmental issues related to the Conveyance Properties (collectively, the "**Inspection Activities**"). For purposes of Part III of this Agreement, the District shall have the right to undertake Inspection Activities on the Conveyance Properties pursuant to this Section 13.G.i until

the Termination Deadline (the “**Inspection Period**”).

ii. Environmental Review. If the District’s Inspection Activities reveal an environmental condition that is unacceptable to the District in its sole discretion, then the District, not later than 6:00 p.m. (Central Standard Time) on Monday, February 1, 2021, shall so notify the Village (an “**Environmental Objection Notice**”) and the Village shall have until 6:00 p.m. (Central Standard Time) on Wednesday, February 10, 2021 (the “**Cure Deadline**”) to either (i) have those environmental conditions cured or otherwise corrected in a manner acceptable to the District in its sole discretion (an “**Environmental Cure**”) or (ii) provide to the District written notice that the Village agrees to correct such environmental condition in a time and manner acceptable to the District in its sole discretion (the “**Environmental Cure Notice**”). If, on or before the Cure Deadline, the Village has not completed an Environmental Cure or delivered to the District an Environmental Cure Notice, then the District may elect either to (i) accept the environmental conditions as they are or (ii) terminate the Agreement in its entirety or only its acquisition of the Conveyance Properties (or either of them) by sending the Village written notice of such termination on or before the Termination Deadline (an “**Inspection Period Termination Notice**”). In the event that the District sends the Village an Inspection Period Termination Notice with respect only to the acquisition of one or both of the Conveyance Properties, such Inspection Period Termination Notice shall not be deemed a Village Part III Default for purposes of this Agreement.

iii. Title/Survey Examination.

a. The District shall obtain and cause to be delivered to the Village on or before 6:00 p.m. (Central Standard Time) on Monday, February 1, 2021, (i) a title commitment for an ALTA owner’s title insurance policy (2006 revision) for the Conveyance Properties issued by the Title Company, in form and substance satisfactory to the District in its sole discretion, in

the Proposed Policy Amount (as defined herein), identifying the owner of record of the Conveyance Properties (the “**Title Commitment**”), along with copies of all documents available in the public records and disclosed in the Title Commitment as exceptions to title (the “**Title Documents**”) and (ii) current surveys of the Conveyance Properties prepared by a land surveyor selected by the District in accordance with the ALTA/NSPS 2016 Minimum Standard Detail Requirements (the “**Surveys**”).

b. The Village shall cause the Title Company to deliver (or commit to deliver) to the District at Closing an ALTA Form Owner’s Title Insurance Policy (the “**Title Policy**”) in the amount of \$182,300.00 (the “**Proposed Policy Amount**”), with full “gap” coverage and extended coverage over the general exceptions, containing endorsements reasonably satisfactory to the District and no Unpermitted Exceptions (as defined herein). Notwithstanding anything herein to the contrary, the Village shall, not later than at the Closing, pay that portion of the premium due to the Title Company for the Title Policy in the amount of \$10,000.00, including any search and exam or other costs associated with the Title Commitment and extended coverage over the standard general exceptions (but excluding the cost of all other endorsements). The District shall be responsible for the cost of all endorsements it requests and receives, other than extended coverage, and for that portion of the Title Policy premium attributable to coverage for amounts in excess of \$10,000.00.

c. If the Title Commitment, Title Documents, Surveys, or other Inspection Activities disclose title issues that are unacceptable to the District in the District’s sole discretion (collectively, the “**Unpermitted Exceptions**”), the District, not later than 6:00 p.m. (Central Standard Time) on Monday, February 1, 2021, may send the Village a written notice (a “**Title Objection Notice**”) identifying such Unpermitted Exceptions.

d. On or before the Cure Deadline, the Village shall send the District

a written notice (the “**Title Objection Response**”) stating whether it agrees, or does not agree to, remove or cause the Title Company to insure over the Unpermitted Exceptions identified in the Title Objection Notice on or before Closing, in a manner satisfactory to the District in its sole discretion (an “**Unpermitted Exception Cure**”). If the Village does not timely deliver a Title Objection Response stating that it will cause an Unpermitted Exception Cure with respect to an Unpermitted Exception, the Village will be deemed to have declined to cause an Unpermitted Exception Cure for that Unpermitted Exception. If the Village declines (or is deemed to have declined) to cause an Unpermitted Exception Cure for an Unpermitted Exception, the District may elect to (i) waive the Unpermitted Exception and take title to the Conveyance Properties as is or (ii) terminate the Agreement in its entirety or only its acquisition of the Conveyance Properties (or either of them) by sending the Village an Inspection Period Termination Notice on or before the expiration of the Inspection Period. In the event that the District sends the Village an Inspection Period Termination Notice with respect only to the acquisition of one or both of the Conveyance Properties, such Inspection Period Termination Notice shall not be deemed a Village Part III Default for purposes of this Agreement.

e. If any condition constituting an Unpermitted Exception first arises or becomes known to the District after the District has sent its original Title Objection Notice, then (i) within five (5) business days after it becomes aware of such condition, the District may send the Village an updated Title Objection Notice identifying such condition as an Unpermitted Exception, (ii) within ten (10) business days after it receives such updated Title Objection Notice, the Village shall send an updated Title Objection Response stating whether it will cause an Unpermitted Exception Cure of such Unpermitted Exception, (iii) if the Village does not timely deliver an updated Title Objection Response agreeing to cause an Unpermitted Exception Cure of such new Unpermitted Exception, the Village will be deemed to have declined to cause an Unpermitted Exception Cure of the new Unpermitted Exception, and (iv) if the Village declines (or is deemed

to have declined) to cause an Unpermitted Exception Cure, the District, on or before the tenth (10<sup>th</sup>) day after the last day for the Village to send an updated Title Objection Notice (and the Inspection Period shall be deemed to be extended or otherwise in effect through such tenth (10<sup>th</sup>) day) may elect to (a) take title to the Conveyance Properties as is or (b) terminate the Agreement in its entirety or only its acquisition of the Conveyance Properties (or either of them) by sending the Village an Inspection Period Termination Notice. In the event that the District sends the Village an Inspection Period Termination Notice with respect only to the acquisition of one or both of the Conveyance Properties, such Inspection Period Termination Notice shall not be deemed a Village Part III Default for purposes of this Agreement.

f. For purposes of this Agreement, the term “***Permitted Exceptions***” shall mean all title and survey defects specifically identified in the Title Commitment, the Title Documents, and the Surveys, that is not identified by the District as an Unpermitted Exception or that is identified by the District as an Unpermitted Exception but is waived by the District, as well as use restrictions in the deed that are consistent with the use restrictions set forth in Section 8.B.3(a-d) of this Agreement.

iv. No Inspection Period Termination Notice; Procession to Closing. If the District does not send a timely Inspection Period Termination Notice to the Village, on or before the Termination Deadline, this Agreement shall continue in full force and effect thereafter and, notwithstanding anything to the contrary in this Agreement or the Inspection License, the right of the District’s consultants to access the Conveyance Properties to confirm that the Conveyance Properties are free of any Unpermitted Exceptions shall continue until the Closing. The District and its employees, agents, and representatives may access the Conveyance Properties upon the execution of a License Agreement between the District and the Village in substantially the form referenced in Section 13.G.i of this Agreement; the Village agrees to sign such License

Agreement promptly upon delivery by the District.

v. Taxes. The Village represents that the Conveyance Properties are tax exempt. To the extent that the Conveyance Properties are determined to be subject to real estate taxes, the Village shall be responsible for real estate taxes accruing prior to the Closing Date. At the time of execution of this Agreement, it is understood that the transaction contemplated by this Agreement is exempt from state, county, and local transfer taxes. If, prior to any Closing, it is determined that the transaction contemplated by this Agreement is subject to State, county, and local transfer taxes, then such transfer taxes shall be paid by the Village.

H. "As Is". The District shall have the right to conduct the Inspection Activities as provided in this Agreement and, except as otherwise provided herein, will take the Conveyance Properties "as is" with all faults, if any, and without any warranty, express or implied. Except as otherwise set forth in this Agreement, neither Village nor any agents, representatives, or employees of the Village have made any representations or warranties, direct or indirect, oral or written, express or implied, to the District or the District's agents with respect to the condition of the Conveyance Properties or any improvements thereon, their fitness for any particular purpose, or their compliance with any Laws, and the District is not aware of, and does not rely upon, any such representation of any other party.

I. Survival. The terms, provisions, covenants, and conditions of this Agreement shall survive the Closing and shall not be merged into the deed to be delivered by the Village to the District at Closing.

J. Brokers. The Village represents and warrants to the District that the Village has not engaged any broker in this transaction and no broker, person, or entity is entitled to any commission or finder's fee in connection with the negotiation of this Agreement. The District represents and warrants to the Village that the District has not engaged any broker in this

transaction and no broker, person, or entity is entitled to any commission or finder's fee in connection with the negotiation of this Agreement. Each Party hereby agrees to defend, indemnify, and hold harmless the other Party from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

K. Patriot Act. The District and the Village represent and warrant that they are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 (as it may be amended from time-to-time) as a person who commits, threatens to commit, or supports terrorism; and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. Each Party hereby agrees to defend, indemnify, and hold harmless the other Party from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

L. Covenants. Between the Effective Date and the Closing Date, the Village shall: (i) comply in all material respects with all applicable laws, ordinances, regulations and governmental restrictions (collectively, the "**Laws**") affecting the Conveyance Properties and their use, including all Environmental Laws (as defined herein); (ii) promptly notify the District of the Village's receipt of any written notice of any violation of any Laws; (iii) not create any mortgage, lien, pledge or other encumbrance in any way affecting the Conveyance Properties that will survive Closing, nor otherwise convey or transfer any interest in the Conveyance Properties; (iv) maintain and repair the Conveyance Properties in substantially the same condition as of the Effective Date, ordinary



wear and tear excepted, and not commit any waste or nuisance upon the Conveyance Properties; (v) not, without first obtaining the written consent of the District, enter into contracts or agreements pertaining to the Conveyance Properties that will survive Closing; (vi) not, without first obtaining the written consent of the District, make any material alterations or improvements to the Conveyance Properties; and (vii) remove all materials, equipment, signs, personal property, garbage and debris located at or on the Conveyance Properties. All expenses incurred in connection with the foregoing between the Effective Date and the Closing Date shall be the responsibility of the Village.

M. Representations and Warranties.

- i. The Village's Representations and Warranties. The Village hereby represents and warrants to the District as of the Effective Date and as of Closing as follows:
  - a. The Village is the legal fee simple title owner of the Conveyance Properties.
  - b. The execution, delivery, and performance of Part III of this Agreement is not prohibited by any Law or under any contractual obligation of the Village, will not result in a breach or default under any agreement to which the Village is a party or to which the Village is bound, and will not violate any restriction, court order, or agreement to which the Village is subject.
  - c. The person or persons executing and delivering any other agreement or other item contemplated by Part III of this Agreement or otherwise required to fulfill the Village's obligations hereunder, has full authority to bind the Village to such obligations and to so act on behalf of the Village.
  - d. Village is not a foreign entity and withholding of Federal Income Tax from the amount realized will not be made by the District.

- e. The Village is not involved in any dispute or litigation (threatened or pending) with any person or entity with respect to either of the Conveyance Properties.
- f. The Village has not entered into any service contracts, leases, or agreements with respect to occupancy regarding the Conveyance Properties that will be effective on or after the Closing Date.
- g. To the best of the Village's knowledge (which is not based on any studies, investigations, or other inquiries), there are no unrecorded easements, liens or encumbrances affecting the Conveyance Properties.
- h. To best of the Village's knowledge (which is not based on any studies, investigations, or other inquiries), (i) there are no underground or above ground storage tanks located on or under the Conveyance Properties and (ii) the Conveyance Properties have not been previously used as a landfill.
- i. The Village has not received any notice of any violation of any Law affecting the Conveyance Properties, including without limitation any notice of any fire, health, safety, building, pollution, environmental or zoning violation, and to the best of the Village's knowledge (which is not based on any studies, investigations, or other inquiries), no governmental authority contemplates issuing such a notice and no such violation exists.
- j. The Village has not used, generated, stored or disposed of any Hazardous Substances (as hereinafter defined) on the Conveyance Properties and no notification of release of a Hazardous Substance has been filed as to the Conveyance Properties ("**Hazardous Substances**" means any toxic or hazardous waste or substances, including, without limitation, asbestos,

PCBs, substances defined as “hazardous substances” or “toxic substances” in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 1802 *et seq.*, The Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*, and in the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. Section 2601 *et seq.*, or any other applicable local, state or federal environmental statutes, collectively, the “***Environmental Laws***”).

- k. To the best of the Village’s knowledge (which is not based on any studies, investigations, or other inquiries), the Conveyance Properties are not in violation or breach of any of the covenants, conditions, restrictions, Title Documents or other agreements affecting the Conveyance Properties.
- l. To the best of the Village’s knowledge (which is not based on any studies, investigations, or other inquiries), there is no assessment payable in annual installments, or any part thereof, which has become a lien on the Conveyance Properties, and there is no obligation with respect to the Conveyance Properties for any assessment, annexation fee, payment, donation or the like.

ii. The District’s Representations and Warranties. The District hereby warrants and represents to the Village as follows:

- a. The District has the authority and the legal right to make, deliver, and perform all actions necessary or required under Part III of this Agreement and has taken all necessary actions to authorize the execution, delivery, and performance of Part III of this Agreement.

- b. The execution, delivery, and performance of the matters set forth in Part III of this Agreement are not prohibited by any Law or under any contractual obligation of the District, will not result in a breach or default under any agreement to which the District is a party or to which the District is bound, and will not violate any restriction, court order, or agreement to which the District is subject.
- c. The person executing and delivering any agreement or other item contemplated by Part III of this Agreement or otherwise required to fulfill the District's obligations hereunder or thereunder, has full authority to bind the District to such obligations and to so act on behalf of the District.

N. Conditions Precedent to Closing. The District's obligation to close is subject to each and all of the following conditions being satisfied, or waived by the District in writing: (i) the representations and warranties of the Village shall be true and correct at the time of Closing; (ii) the Village timely performed all of its obligations under this Agreement; (iii) the Title Company has issued or is irrevocably committed to issue the Title Policy; and (iv) the Village must have delivered all items required to be delivered pursuant to Section 13.D of this Agreement. The Village shall promptly notify the District in the event that the Village has actual knowledge that a representation or warranty of the Village is not true and correct. The District shall promptly notify the Village in the event that the District has actual knowledge that a representation or warranty of the District is not true and correct.

O. Costs. Except as otherwise expressly provided herein:

- i. The Parties shall be equally responsible to pay the fees and costs payable to the Title Company for the closing escrow;
- ii. The Parties shall each bear their own costs incurred in the preparation,

execution and performance of their respective obligations under this Agreement;

**iii.** The District shall bear the costs of recording the Deed and preparing the Surveys; and

**iv.** The Village shall bear the cost of all recording or other fees relating to the Fish Lake Property Easement and release of any Village Lien that affects the Conveyance Properties.

**P. Casualty; Condemnation.** The risk of loss due to fire, other casualty, or condemnation remains with the Village until after Closing. If, prior to Closing, any such loss occurs or any condemnation action is filed, then the District may terminate this Agreement in its entirety or only its acquisition of the Conveyance Properties (or either of them).

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Parties have caused these presents to be executed by their duly authorized corporate officers and members (where necessary) as of the dates set forth below their respective signatures.

**VILLAGE OF VOLO**,  
an Illinois municipal corporation

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

Date: \_\_\_\_\_

**THE LAKE COUNTY FOREST PRESERVE DISTRICT**  
a unit of local government organized and existing under the Downstate Forest Preserve District Act

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 1A**

**Legal Description of Annexation Property**

**EXHIBIT 1B**


**Depiction of Annexation Property**




# Exhibit 1B

## Legend

 Forest Preserve Property

 Annexation Property

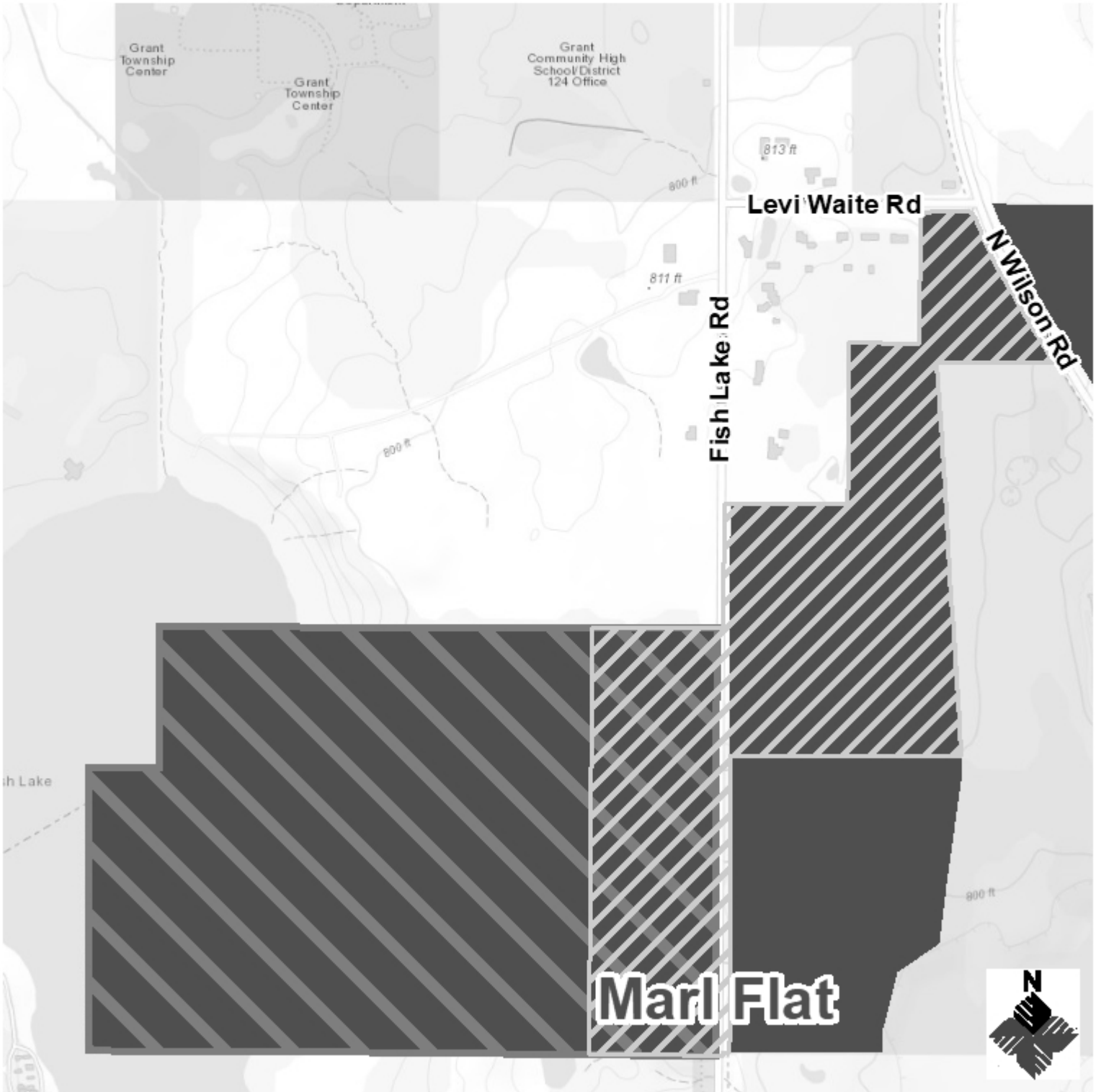
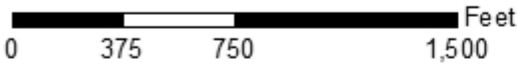
 IDNR Conservation Easement

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

Map Prepared 2 November 2020

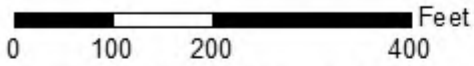


**EXHIBIT 1C**

**Depiction of East Marl Flat Parcel**

# Exhibit 1C

Lake County Forest Preserve District  
Land Preservation and Special Projects  
1899 W Winchester Rd  
Libertyville, Illinois 60048  
847-968-3351 / Map Prepared 2 November 2020



## Legend



Forest Preserve Property



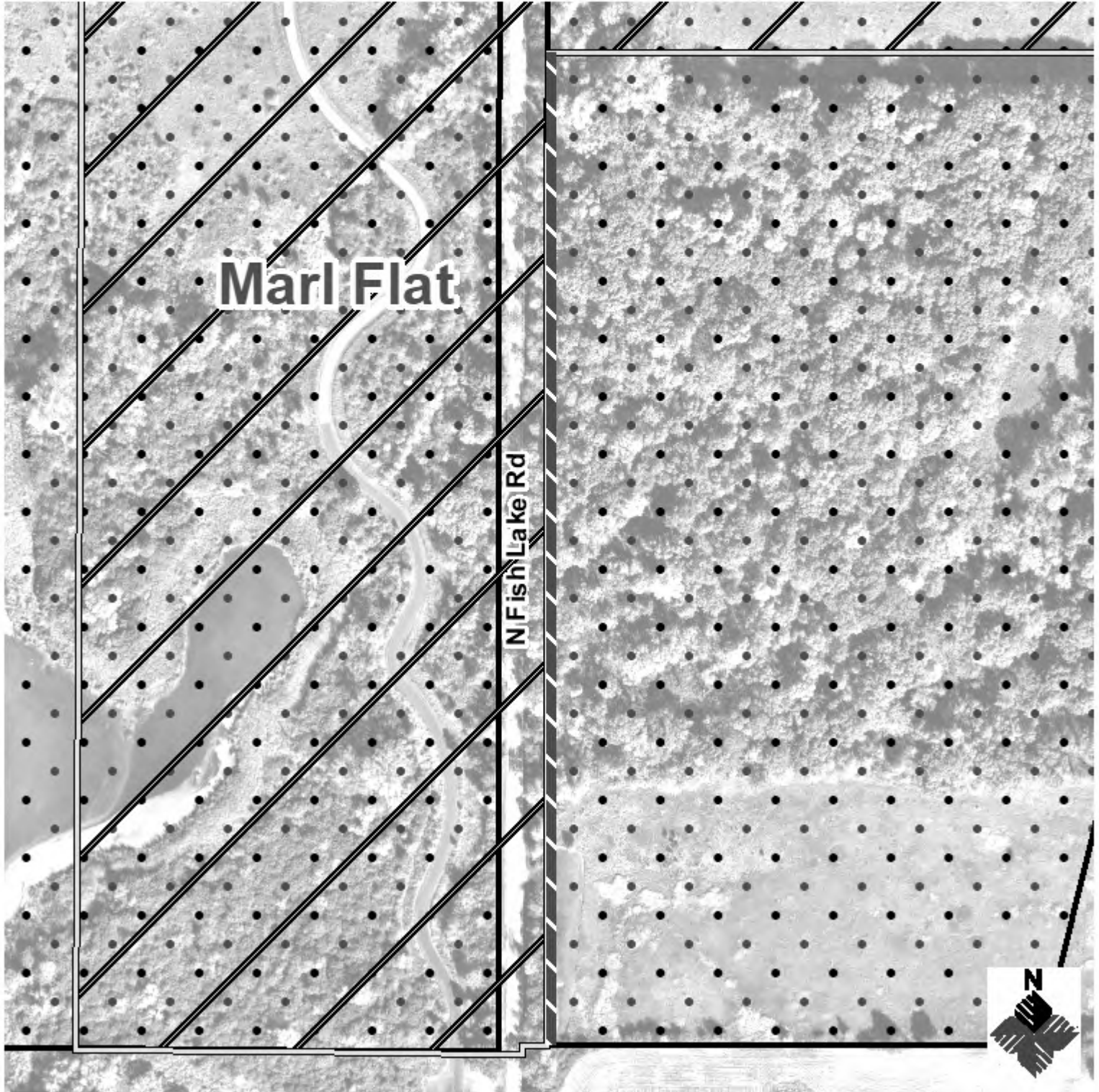
Annexation Property



East Marl Flat Parcel  
(7' wide)

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



**EXHIBIT 2**

**Cover Sheet to Water Service Concept Plans**



**EXHIBIT 3A**

**Depiction of Monahan Lake Property**

# Exhibit 3A

## Legend



Forest Preserve Boundaries



Monahan Lake Property

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

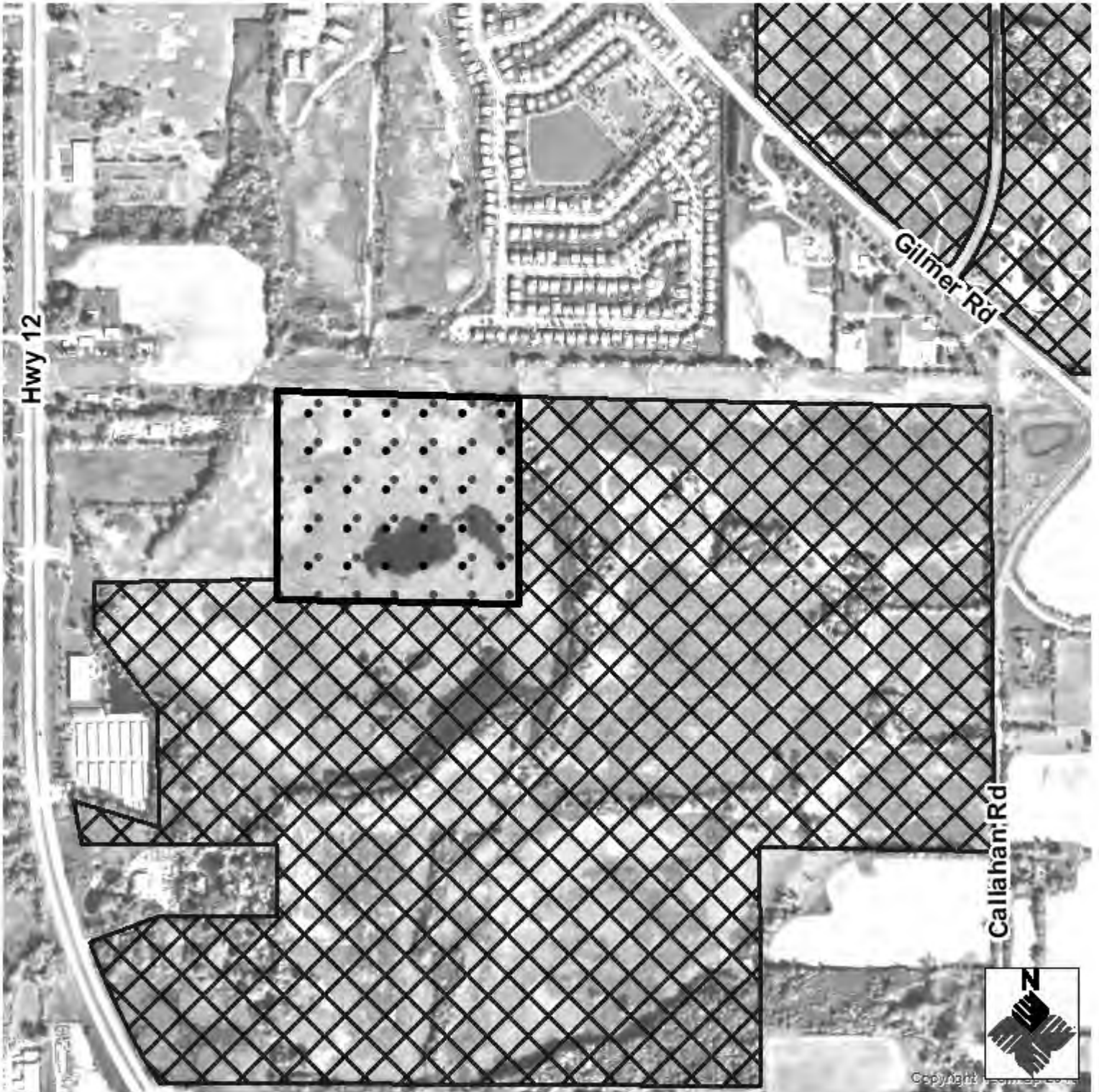
Courtesy Copy Only.  
Property boundaries indicated are provided  
for general location purposes. Wetland  
and flood limits shown are approximate and  
should not be used to determine setbacks for  
structure or as a basis for purchasing property.

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

2020 Aerial Photo

Map Prepared 23 December 2020

0 300 600 1,200 Feet



**EXHIBIT 3B**

**Depiction of Fish Lake Property**

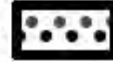


# Exhibit 3B

## Legend



Forest Preserve Boundaries



Fish Lake Property

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

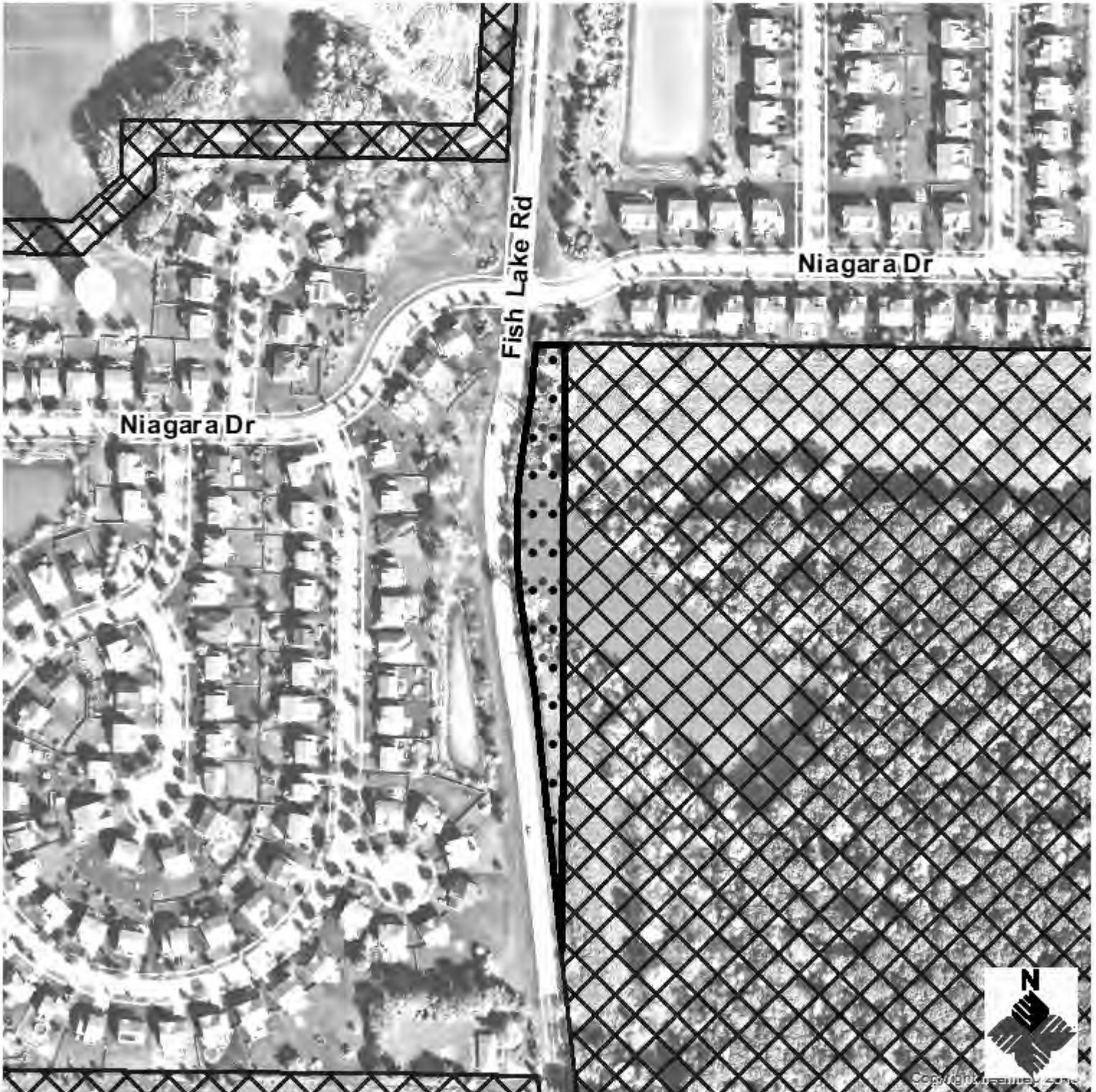
Courtesy Copy Only.  
Property boundaries indicated are provided  
for general location purposes. Wetland  
and flood limits shown are approximate and  
should not be used to determine setbacks for  
structure or as a basis for purchasing property.

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

0 100 200 400 Feet

2020 Aerial Photo

Map Prepared 23 December 2020



**EXHIBIT 4**

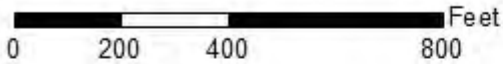
**Annexation Ordinance**

**EXHIBIT 5A**

**Depiction of Fish Lake Road Right-of-Way**

# Exhibit 5A

Lake County Forest Preserve District  
Land Preservation and Special Projects  
1899 W Winchester Rd  
Libertyville, Illinois 60048  
847-968-3351 / Map Prepared 23 December 2020



## Legend



Forest Preserve Property



Annexation Property



Fish Lake Road Right-of-Way (ROW is 33' Feet on Each Side of the Centerline)

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



**EXHIBIT 5B**

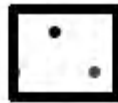
**Dedication Indemnification**

**EXHIBIT 6**

**Depiction of District Trail Crosswalk**

# Exhibit 6

## Legend



Forest Preserve Property

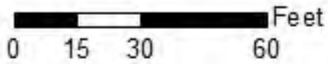


District Trail Crosswalk

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

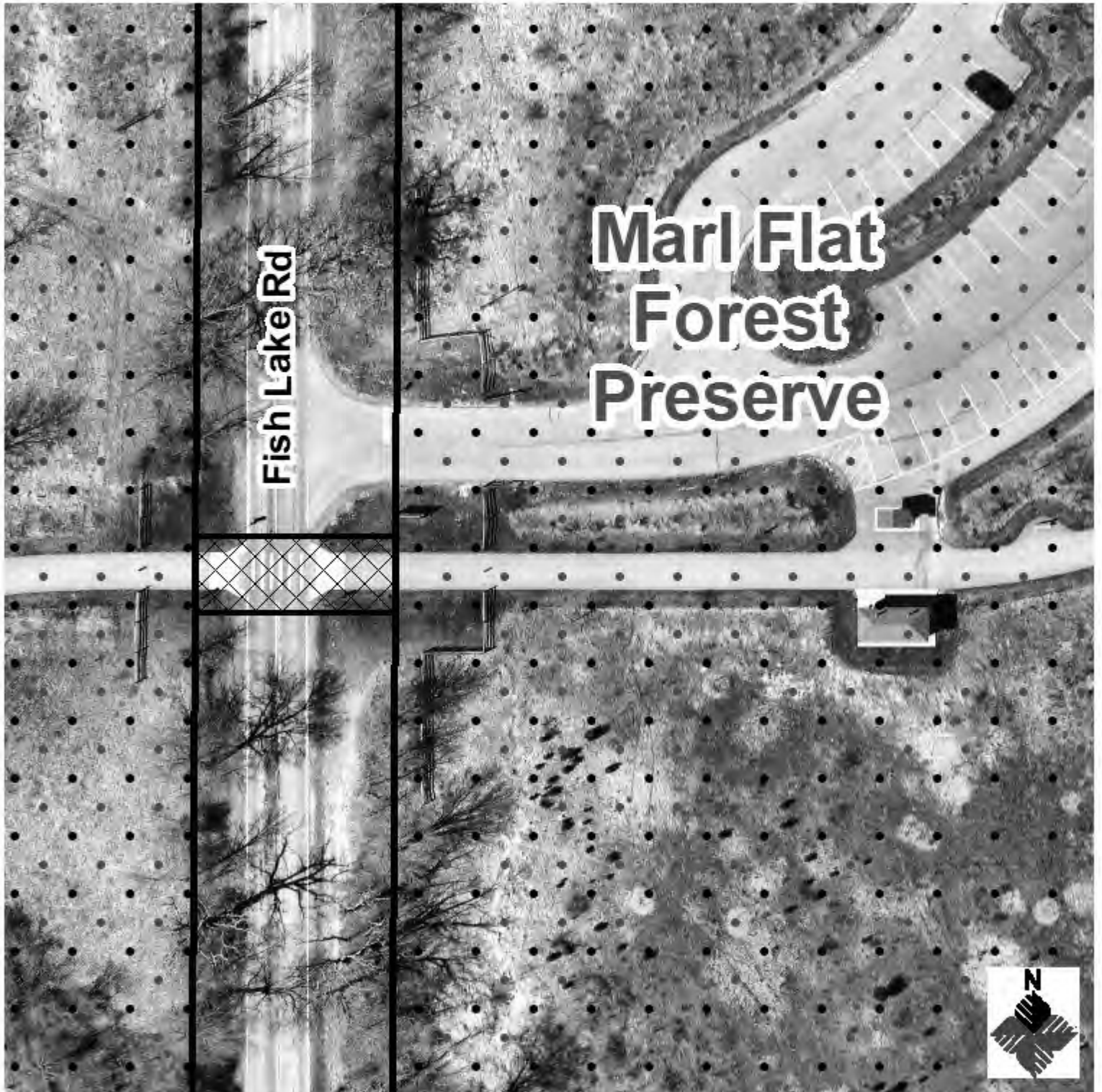
Courtesy Copy Only.  
Property boundaries indicated are provided  
for general location purposes. Wetland  
and flood limits shown are approximate and  
should not be used to determine setbacks for  
structure or as a basis for purchasing property.

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



2019 Air Photo

Map Prepared 23 December 2020



**EXHIBIT 7**

**Form of Fish Lake Property Easement**