



Lake County Forest Preserves

General Offices
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Libertyville, Illinois 60048
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www.LCFPD.org

DATE: January 3, 2022

MEMO TO: Jessica Vealitzek, Chair
Operations Committee

Terry Wilke, Chair
Planning Committee

FROM: Rebekah Snyder
Director of Community Engagement & Partnerships

RECOMMENDATION: Recommend approval of a Resolution approving a Memorandum of Understanding with Lake Forest Open Lands Association.

STRATEGIC DIRECTIONS SUPPORTED: Organizational Sustainability; Conservation

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

BACKGROUND: Lake Forest Open Lands Association (LFOLA) is a 501(c)3 non-profit organization headquartered in Lake Forest, Illinois. Founded in 1967, LFOLA has acquired, preserved, restored, and maintained more than 800 acres of highly diverse native landscapes spread across six different preserves in and around the City of Lake Forest. For decades, District staff and LFOLA staff have collaborated in planning, restoration, and management at locations in which they share boundaries, including Fort Sheridan, Middlefork Savanna, and Prairie Wolf Forest Preserves.

LFOLA headquarters, as well as two of its preserves – Melody Farm and Middlefork Farm Nature Preserve – are within the boundary of the District’s Buckthorn Eradication Pilot Project. As a landowner in the project area and a trusted conservation leader within that community, LFOLA was an early collaborator in that initiative, assisting with goal and strategy setting, relationship building with local landowners, and advising on communications strategies. LFOLA has also been a subrecipient of a District grant to support the pilot project and has also collaborated with the District on other grant-funded initiatives.

Reflecting this history of cooperation, the proposed memorandum of understanding is intended to formalize a mutual collaboration and coordination between the District and LFOLA for the protection and management of lands within and surrounding the District’s Middlefork Savanna Forest Preserve. Through this MOU, the two agencies will focus on working together to have a greater overall positive ecological impact and build a stronger public connection to Middlefork Savanna.

REVIEW BY OTHERS: Director of Natural Resources, Chief Operations Officer, Corporate Counsel.

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR JANUARY MEETING
JANUARY 11, 2022**

MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **Operations Committee** and **Planning Committee** present herewith “a Resolution approving a Memorandum of Understanding with Lake Forest Open Lands Association related to Middlefork Savanna Forest Preserve” and requests its approval.

OPERATIONS COMMITTEE:

Date: 1-3-2022 Roll Call Vote: Ayes: 6 Nays: 0
 Voice Vote Majority Ayes: Nays: _____

PLANNING COMMITTEE:

Date: 1-3-2022 Roll Call Vote: Ayes: 7 Nays: 0
 Voice Vote Majority Ayes: Nays: _____

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

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH
LAKE FOREST OPEN LANDS ASSOCIATION RELATED TO MIDDLEFORK
SAVANNA FOREST PRESERVE**

WHEREAS, Lake Forest Open Lands Association (“LFOLA”) is an independently funded and nationally accredited, non-profit conservation land trust and educational organization with the mission to preserve and steward our natural landscapes and to ensure that all people have a meaningful, lasting connection to nature and the land; and

WHEREAS, the Lake County Forest Preserve District (the “District”) and LFOLA own certain parcels of land within the Middle Fork of the North Branch Chicago River watershed in a region commonly referred to as the Middlefork Savanna Nature Preserve Greenway; and

WHEREAS, one of those parcels owned by the District is the Middlefork Savanna Forest Preserve; and

WHEREAS, it is in the District’s best interest to enter into a Memorandum of Understanding with LFOLA related to the Middlefork Savanna and to the Middlefork Savanna Nature Preserve Greenway to address matters of common concern, in substantially the form attached hereto (the “Memorandum”);

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

Section 1: Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2: Approval of Memorandum. The Memorandum, in substantially the form attached hereto as Attachment A, is hereby approved. The President of the District is hereby authorized and directed to execute the Memorandum.

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

PASSED this ____ day of _____, 2022.

AYES:

NAYS:

APPROVED this ____ day of _____, 2022.

Angelo D. Kyle, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District
Exhibit No. _____

MEMORANDUM OF UNDERSTANDING

Between the

**LAKE COUNTY FOREST PRESERVE DISTRICT
and
LAKE FOREST OPEN LANDS ASSOCIATION**

To Protect and Promote the Middlefork Savanna Nature Preserve Greenway

THIS MEMORANDUM OF UNDERSTANDING (the “Memorandum”) is made and entered into as of the _____ day of January 2022 by and between the Lake County Forest Preserve District (“LCFPD”) and the Lake Forest Open Lands Association, an Illinois not for profit corporation (“LFOLA”), hereinafter referred to collectively as the “Parties” and individually as “Party”.

WHEREAS, the mission of the LCFPD includes the following: “To preserve a dynamic and unique system of natural and cultural resources and to develop innovative education, recreation and cultural opportunities of regional value, while exercising environmental and fiscal responsibility”; and

WHEREAS, LFOLA is an independently funded and nationally accredited, non-profit conservation land trust and educational organization with the mission to preserve and steward our natural landscapes and to ensure that all people have a meaningful, lasting connection to nature and the land; and

WHEREAS, the mission of the Preservation Foundation of the Lake County Forest Preserves (“PFLCFP”), an Illinois not for profit corporation, is to extend and accelerate the LCFPD’s goals through private philanthropy to restore and preserve Lake County’s natural and cultural resources in perpetuity by providing funding support for the LCFPD’s restoration and maintenance goals, including endowments and/or restricted funds; and

WHEREAS, the Parties own certain parcels of land within the Middle Fork of the North Branch Chicago River watershed in a region commonly referred to as the Middlefork Savanna Nature Preserve Greenway (“MOU Boundary Area”), which is generally depicted on Exhibit A attached hereto; and

WHEREAS, specifically, LCFPD owns the properties generally depicted on Exhibit A as “Middlefork Savanna Forest Preserve” and LFOLA owns the properties generally depicted on Exhibit A as “Lake Forest Open Lands Association”; and

WHEREAS, the MOU Boundary Area is located predominantly in the City of Lake Forest (the “City”) within Lake County, Illinois and includes a globally-significant savanna and prairie complex recognized and areas of land dedicated as an Illinois Nature Preserve for their extraordinarily high-quality habitat, beauty, biodiversity, and recreational, historical, and cultural values to the residents of Lake County, the City, and the broader conservation community; and

WHEREAS, the Parties recognize the valuable history of the MOU Boundary Area and its remarkable landscape features as first described in a *Proposal for the Preservation of the Middle*

Fork of the North Branch of the Chicago River prepared for the City in 1984 and authored by former LFOLA Executive Director Stephen Christy; and

WHEREAS, the Parties acknowledge the importance of memorializing the history of the individual champions and key organizations whose vision is primarily responsible for preserving natural areas within the MOU Boundary Area; and

WHEREAS, the ongoing recognition and support of natural areas within the MOU Boundary Area by the residents of the City, and the engagement of the City's residents in such efforts, will be critically beneficial in helping to further protect the conservation values of the MOU Boundary Area, and in-turn, enhance quality of life for residents of Lake County who benefit greatly from access to and appreciation of a healthy MOU Boundary Area; and

WHEREAS, the Parties recognize that the long-term health of the MOU Boundary Area depends upon perpetual stewardship, which will be advanced by the Parties' close cooperation in pursuing a shared long-term vision and ongoing stewardship activities; and

WHEREAS, it is a strategic priority of the Parties to acquire, preserve, protect, restore, and maintain the natural features and ecological values within the MOU Boundary Area and in furtherance of these objectives to undertake programs and activities such as ecological monitoring, scientific research, public outreach and engagement, ecological restoration, and wildlife management; and

WHEREAS, it is the Parties' mutual desire to secure funding that supports the stewardship, restoration, maintenance, management research, and organization of volunteer activities upon certain parcels of land within the MOU Boundary Area; and

WHEREAS, the Parties are interested in amplifying respective Stewardship Volunteer Programs by recruiting and enabling volunteers to (i) become stewardship leaders, (ii) contribute to meeting site stewardship goals, (iii) broaden local support for stewardship and habitat restoration, (iv) increase the number of people who will advocate for local natural areas and (v) increase the number of stewardship leaders and volunteer participation in the region including those groups associated with the Illinois Nature Preserve system; and

WHEREAS, the Parties and the natural areas that they each independently own, manage, research, or volunteer at within the MOU Boundary Area are faced with a common and connected set of conservation threats including, but not limited to: alteration of hydrologic regimes, fragmentation, establishment and spread of invasive species, altered fire regimes, barriers to migration and movement of fish and wildlife, and herbivore pressures upon native plant communities; and

WHEREAS, LCFPD and various cooperating parties have begun implementation of the Middlefork Savanna Buckthorn Eradication Pilot Project to reduce the occurrence of European and Glossy Buckthorn and educate residents and businesses within the MOU Boundary Area and both Parties recognize that the removal of European and Glossy buckthorn and other invasive species is a priority need: and

WHEREAS, the restoration and management of natural areas within the MOU Boundary Area require proper use of control burn management, including control prescribed burning and fire suppression, in a manner that considers natural resource needs, control of invasive species,

mitigation of herbivore pressures, reintroduction of extirpated species, augmentation of species and reconnection of core habitat areas; and

WHEREAS, the LCFPD and LFOLA have expertise in the techniques and equipment required for performing restoration and management within the MOU Boundary Area, and currently employ or have under contract personnel and equipment capable of performing restoration and management activities on their respective properties; and

WHEREAS, it is recognized that certain funds raised by the PFLCFP have been and will be specifically identified to further certain goals of LCFPD to protect and restore natural areas within the MOU Boundary Area and connect to and engage the public in supporting natural areas within the MOU Boundary Area; and

WHEREAS, the Parties to this Memorandum are authorized to execute and implement this Memorandum;

NOW THEREFORE, the Parties, intending to cooperate in the management and protection of natural areas within the MOU Boundary Area, state as follows;

I. OBJECTIVES

This Memorandum is intended to formalize a mutual collaboration and coordination between the Parties for the protection and management of certain natural areas within the MOU Boundary Area for the mutual benefit of the Parties. Through this Memorandum, the Parties will focus on collaborating to have a greater overall positive ecological impact and to create a greater public connection to the MOU Boundary Area. Collaboration and coordination will include, but is not limited to: community and school education/outreach events and activities; monitoring/surveying plants, wildlife and physical environment, including water quality, soils, and hydrology; prescribed fire management; invasive plant control (herbaceous and woody plants); enhancement and establishment of native plant communities (herbaceous and woody plants); plant and wildlife conservation (especially for rare, threatened and endangered species); and nuisance wildlife management activities; historical documentation and promotion of the MOU Boundary Area; coordination and cooperation in future land acquisition and preservation opportunities that specifically benefit expansion of or access to the MOU Boundary Area.

It is jointly recognized that ecological management, education, outreach and promotion, and land preservation activities affecting the MOU Boundary Area are more effective and cost efficient if the Parties work together to coordinate management efforts, share resources and information to improve management practices, and work jointly to secure funding to implement common management objectives.

II. ACTIVITIES

- A. Cooperative Activities: Each Party may, but is not obligated to, conduct the following restoration, management, and outreach activities, either individually, with the other Party, or with other third parties:
1. Jointly apply for outside funding, including from the PFLCFP, to help implement common land management and long-term conservation objectives, including for habitat and hydrologic restoration, invasive species control, wildlife monitoring, management and reintroductions, endangered resources management, and

watershed-related management and outreach.

2. Share information on land management techniques and effectiveness relevant to conservation threats and long-term conservation and land management goals.
3. Share research and monitoring data and findings relevant to conservation threats and long-term conservation and land management goals.
4. Establish contracts to allow the Parties to share and exchange resources, funds, equipment to implement activities related to abatement of common threats and achievement of common land management and long-term conservation goals.
5. Establish contracts to allow the Parties to implement management on MOU Boundary Area properties other than their own when there is mutual agreement and need for such coordinated management efforts.
6. Update the LCFPD's 2007 site management plan for Middlefork Savanna Forest Preserve.
7. Coordinate, and cooperate to strategize regarding future endeavors related to potential land preservations, as appropriate, that impact the MOU Boundary Area and, specifically, the Middlefork Greenway Trail, which is generally depicted as the "Middlefork Trail" and the "Middlefork Trail – Planned" on Exhibit B.
8. To the extent deemed necessary or appropriate by the preserving Party, communicate and work collaboratively on future land preservation projects within or contiguous to the MOU Boundary Area that are within the boundaries of the City and/or contiguous to an LFOLA and/or LCFPD property.
9. Allow and support trail connections between LCFPD and LFOLA properties in locations that are acceptable to the Parties and to the Illinois Nature Preserves Commission.
10. Support LCFPD's and LFOLA's long-term vision for the larger Middlefork Greenway Trail, including assisting with fundraising and grant procurement, potentially from the PFLCFP or as identified by other donors or agencies, to establish trails and bridges needed to complete a connection of LFOLA and LCFPD parcels not directly within, but connected to, the MOU Boundary Area and other areas for the benefit of the entire region.

B. Cooperative Restoration and Management Activities: Each Party may, but is not obligated to, conduct the following restoration, management, and outreach activities, either individually, with the other Party, or with other third parties:

1. Mowing, cutting, and/or treating woody invasive plants;
2. Mowing, cutting, pulling, and/or treating herbaceous invasive plants;
3. Nursery production (e.g., propagation, seed collection, transplanting, weeding, and seeding);
4. Conducting surveys, including but not limited to surveys of insects, birds, and rare plants;

5. Conducting public outreach efforts (e.g., tours, flyers, work parties);
6. Collecting seed of native plant species and installing it into degraded areas;
7. Trash and debris removal; and
8. Fire management, in which case a Party initiating fire management of its property will notify the contiguous landowner(s) of such activities; the Parties will work collaboratively to conduct controlled burns on their adjacent parcels simultaneously, when it is mutually beneficial to do so.

C. Public Outreach and Engagement Activities: It is the goal of both Parties to celebrate the cultural history and conservation values of the MOU Boundary Area. It is the specific goal of LFOLA to recognize the visionaries within LFOLA, as well as the leadership and vision of John Lillard, who helped preserve the natural areas within the MOU Boundary Area. The creation of an extensive communication program to promote and encourage a greater connection to and appreciation for the MOU Boundary Area by the residents of the City and Lake County will assist in achieving these goals. The goal of this communication and education effort will be to increase residents' interest and desire to care for and enjoy natural areas within the MOU Boundary Area and take pride in recognizing it as one of the most remarkable areas in our community and region.

- a. In consultation with LCFPD, LFOLA will oversee coordinating, writing, and procuring professional services to prepare an integrated communication effort and assumes the role of an "historian" of the MOU Boundary Area. In lieu of detailed communication program elements, these elements are expected to include:
 - i. LFOLA will outline, produce and distribute a communication program (subject to LCFPD review) that promotes the MOU Boundary Area through myriad communication channels that may include:
 1. Create a brochure about the MOU Boundary Area for distribution at varied sites, including LFOLA and LCFPD trail kiosk(s), Elawa Farm, LFOLA headquarters, LCFPD headquarters, City buildings, Lake Forest community sites and programs, etc.
 2. Create other potential materials on the expanded history of the MOU Boundary Area that further communicate its natural value, acquisition history, and conservation value.
 3. Include in varied communication materials and/or programs historical reference to and pride for the visionaries, supporters, and organizations such as LFOLA who originally championed the preservation of natural areas within the MOU Boundary Area and guided many partners, including the City, to help achieve its permanent preservation.
 4. Produce an historical montage or visual exhibit to be viewed on the LFOLA, LCFPD, and City websites and at other organization

such as the History Center of Lake Forest-Lake Bluff and the Dunn Museum.

5. Produce a video-based exhibit for the History Center of Lake Forest-Lake Bluff.
 6. Work with the LCFPD to prepare a draft proclamation that memorializes the history and importance of the MOU Boundary Area and applauds the vision of John Lillard, Stephen Christy, LFOLA, Steve Packard, and the City, and embraces the success of the Parties' long-term cooperation.
- b. LCFPD will provide support, including historical documentation, mapping, photos, and letters of support and/or collaboration for a grant supporting this outreach program, including possible funding from the PFLCFP, if directed by a donor, of LFOLA's lead effort to create an integrated communication program that promotes the MOU Boundary Area.
- i. These communication program activities could also potentially be funded from a restricted gift from John Lillard to the PFLCFP or a direct gift to LFOLA.
- c. The Parties are aware that LCFPD is in the process of developing a communications plan to support the goals of its Buckthorn Eradication Pilot Project focused on communicating with owners of land within the MOU Boundary Area and will coordinate to ensure clear public messaging.
- D. The Parties acknowledge that, in certain cases, to provide accessibility to certain individuals with disabilities, in compliance with the Americans with Disabilities Act, they may be required to allow such individuals to use golf carts, electric wheelchairs, or other mobility devices.
- E. General Management: The Parties desire to pursue the following general management activities:
1. The Parties may share their personnel and equipment for the performance of any Activity.
 2. Each Party may allow the other Party to conduct activities on land within MOU Boundary Area that the Party owns or has primary management responsibility for with prior approval, provided the other Party acknowledges that any and all work shall: a) be performed in accordance with the guidance and previous approval provided by the Party that owns, or has primary management responsibility for, the property upon which the activity will occur, including (to the extent applicable) Illinois Nature Preserve Management Guidelines and b) follow the management objectives and approach set forth in any management plan applicable to the property upon which the activity is to occur that has been approved by the owner of the parcel.
 3. Volunteers working on any activity must follow the volunteer guidelines of the land-owning agency. Volunteer activities should be coordinated with the respective volunteer point person for each agency.

4. Each Party shall comply with all laws related to rare plant and animal species and applicable Illinois Nature Preserve rules and regulations and, when applicable, shall use the appropriate avoidance and minimization measures set forth therein. Such laws may include, without limitation: Federal Endangered Species Act, Illinois Endangered Species Protection Act (520 ILCS 10/1, et seq.), Illinois Natural Areas Preservation Act (525 ILCS 30/1, et seq.), and Interagency Wetland Policy Act of 1989 (20 ILCS 830/1-1, et seq.)
5. Record Keeping. Each Party shall record activities performed on the other Party's lands within the MOU Boundary Area and report on an annual basis, or on a mutually agreed upon time frame. Records and reports should include at a minimum: site name, location, work date, weather (temperature, precipitation, wind, cloud cover), work hours, general activity (e.g., woody invasive species control, herbaceous invasive species control, prescribed fire management, brush pile burning, seed collecting/sowing), specific activity (e.g., cut/treat, foliar spray, mow), species, pesticide used (type, concentration, total volume of the mix used), and notes.

III. NO OBLIGATIONS

Without limiting the statements in Section II.A and Section II.B that the Parties are not obligated, nothing in this Memorandum shall be construed as obligating any Party to undertake, assist with, or complete, any specific activity or to allow any work on its property. Any Party may, at any time and in its sole discretion, elect to withdraw its participation from any activity or to terminate any work being performed on its property, unless such withdrawal is prohibited by a contract other than this Memorandum.

IV. LIAISONS/PROJECT OFFICERS

LCFPD

Jim Anderson, Director of Natural Resources
Lake County Forest Preserve District
1899 West Winchester Road
Libertyville, IL 60048
(w) 847-968-3282
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Rebekah Snyder
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Lake County Forest Preserve District
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LFOLA

John Sentell, President and CEO
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jsentell@LFOLA.org

Ryan London, VP of Conservation
Lake Forest Open Lands Association
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(w) 847-234-3880 x20
rlondon@LFOLA.org

Changes in the liaison must be provided through written communication. It is anticipated that the liaisons will interact on a regular basis.

V. LIABILITY/RESPONSIBILITY

No Party and no officers, employees, contractors, or volunteers of a Party will be deemed an employee or agent of any other Party. To the extent required by law, each Party will be responsible for providing workers compensation coverage for its employees participating in any management activity under this Memorandum.

Each Party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, volunteers, agents, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each Party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, volunteers, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the Parties to impose liability beyond that imposed by state statutes or to waive any immunity or defense otherwise available.

VI. PERIOD OF PERFORMANCE

Either Party shall have the right to withdraw from this Memorandum by giving 30 (thirty) days written notice to the other Party of its intent to terminate. However, the withdrawing Party shall still be bound by Sections X and XI in connection with work done, actions taken, and information received while it was a Party to the Memorandum.

This Memorandum shall be reviewed by both Parties at least every five (5) years and revised and approved, if necessary, by both Parties.

VII. SEVERABILITY

If any provision of this Memorandum shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of this Memorandum.

VIII. WAIVER

Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

IX. AMENDMENT & REVISION

Both Parties to this Memorandum have the right to: 1) propose changes to the Memorandum, and 2) be notified of, and have the opportunity to comment on, any proposed changes. However, no amendment shall be effective unless agreed to in writing by both Parties.

X. FINANCIAL OBLIGATIONS/ TRANSFER OF FUNDS

This Memorandum does not obligate either Party to expend any funds or provide financial support of any sort. Each Party is responsible for salary and wage costs of its own employees, shall pay its own contractors, and shall cover the costs of operation and maintenance of its own equipment, and there shall be no exchange of funds for the obligations described herein.

Any transfer of funds between the Parties will be the subject of an independent contract, with the inclusion of clauses and other conditions in accordance with the internal procedures of each Party, and will be duly signed by the Parties involved in the transfer thereof.

XI. TITLE AND USE OF INTELLECTUAL PROPERTY

- A. **INTELLECTUAL PROPERTY.** Under the provisions of this Memorandum, the Parties may produce documents, reports, studies, photographs, and maps, as well as product-specific documents (collectively "Works"). Unless otherwise agreed to by the Parties in writing, the copyright and other intellectual property rights in any such Work shall belong to the Party that produces the Works.

If a Work is jointly produced by the Parties, the copyright shall be owned jointly by the Parties.

- B. **DISTRIBUTION.** No Party may publish or otherwise distribute the Works of another Party without both the prior written consent of the other Party and crediting the other Party in such Works. This section does not prevent a Party from responding to a request for public records under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., a lawful subpoena, a lawful document request submitted in litigation, or other statutorily authorized request (collectively, a "Statutory Request").
- C. **LOGOS.** A Party will not use the logo of another Party without the prior express written permission of the other Party.

XII. CONFIDENTIALITY

During the course of the performance of this Memorandum, a Party may have access to materials, data, strategies, systems or other information relating to the other Party and its programs. If the Party that originates the information desires that it be kept confidential and not disclosed to the public or third parties, then that Party shall request in writing that the information be kept confidential, designating the specific information that it desires to keep confidential as "Confidential Information". Confidential Information shall not be used, published, or divulged to any person or entity, in any manner or for whatever purpose, except (i) with the originating Party's prior express written permission, which may be withheld by the respective Party at its sole discretion or (ii) if a Party receives a valid Statutory Request for Confidential Information, it may comply with applicable laws related to such Statutory Request after first notifying the Party that originated the Confidential Information within a time period that provides the originating Party a reasonable opportunity to object to or otherwise limit the Statutory Request. The Parties understand and acknowledge that this

Memorandum is a "public record" as that term is defined in the Illinois Freedom of Information Act, 5 ILCS 140/1, et seq.

XIII. OTHER COOPERATORS

This Memorandum does not preclude the Parties from establishing similar agreements and/or contracts with other individuals, corporations, agencies, and public or private organizations. The Parties recognize the importance of continuing to cooperate and work with others in programs of mutual interest and to be able to engage with others to participate in the activities implemented under this Memorandum.

XIV. NO JOINT VENTURE

The Parties agree that they have not entered into, and are not entering into, a legal partnership, joint venture or other such business arrangement, nor is the purpose of the Parties to enter into a commercial undertaking for monetary gain. No Party shall refer to or treat the arrangements under this Memorandum as a legal partnership or take any action inconsistent with this Section.

XV. ASSIGNMENT

No Party may assign or transfer its rights and obligations under this Memorandum without the prior written consent of the other signatory Parties.

XVI. COMPLIANCE WITH LAWS

The Parties will observe all the applicable laws and regulations during the execution of the work implemented under the provisions of this Memorandum.

XVII. GOVERNING LAW

This Memorandum will be governed by, enforced by, and construed in accordance with the laws of the State of Illinois, without regard to the principles of conflicts of law thereof.

XVIII. VENUE AND CONSENT TO JURISDICTION

If a lawsuit related to the performance or non-performance of this Memorandum, each Party agrees to submit to the jurisdiction and venue of the Circuit Court of Lake County.

XIX. PERSONAL LIABILITY

No employee, officer, elected or appointed official or agent of a Party shall be individually or personally liable in connection with this Memorandum.

XX. ENTIRETY

This Memorandum, including any attachments and amendments, embodies the entire and complete understanding between the Parties relating to the matters set out above and supersedes all prior or contemporaneous communications and negotiations, both oral and written.

XXI. COUNTERPARTS

This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum:

LAKE COUNTY FOREST PRESERVE DISTRICT

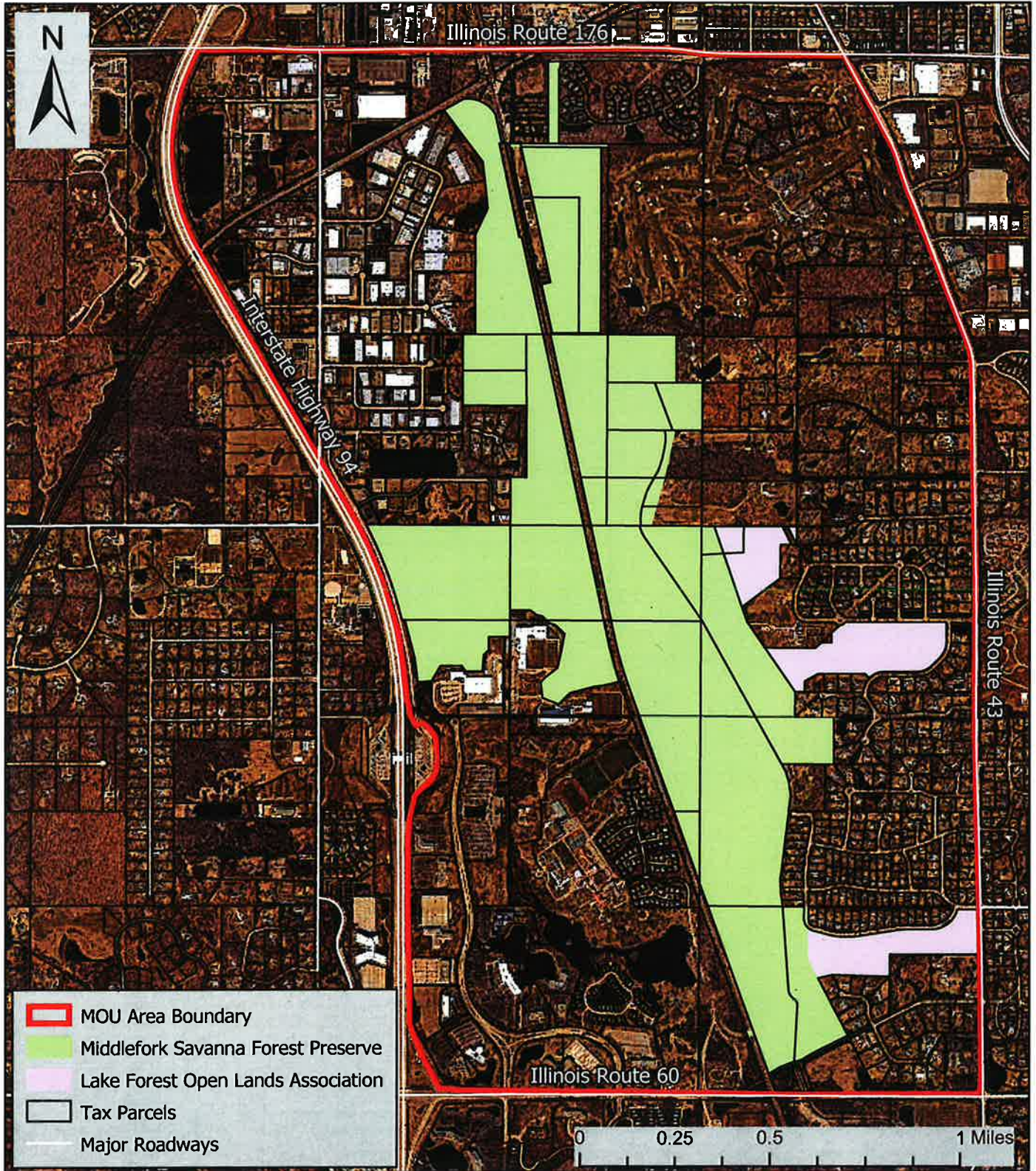
By: _____ Date: _____
Alex T. Kovach, Executive Director

LAKE FOREST OPEN LANDS ASSOCIATION

By: _____ Date: _____
John Sentell, President and CEO

Middlefork Savanna Nature Preserve Greenway

Memorandum of Understanding Between the
Lake County Forest Preserve District
and
Lake Forest Open Lands Association



Middlefork Trail

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

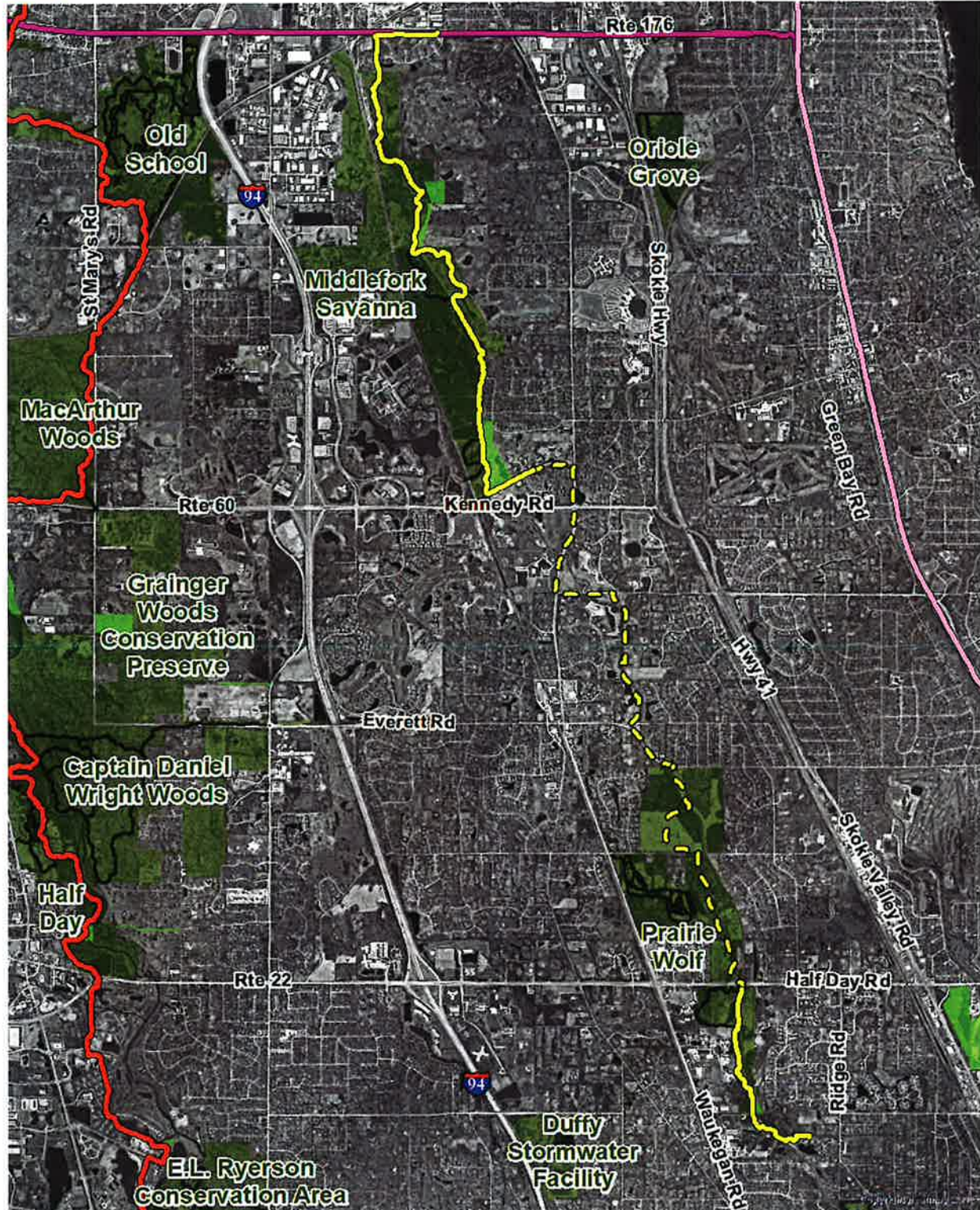
Courtesy Copy Only.
 Property boundaries indicated are provided for general location purposes. Wetland and flood limits shown are approximate and should not be used to determine setbacks for structure or as a basis for purchasing property.

Legend

Map Prepared 3 December 2021

2021 Aerial Photo

- Forest Preserve Property
- Des Plaines River Trail
- North Shore Path
- Middlefork Trail - Planned
- Forest Preserve Easement
- McClory Trail
- Middlefork Trail
- Forest Preserve Trails



Lake County Forest Preserve District
 1899 W Winchester Road
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