



DATE: January 31, 2022

MEMO TO: Terry Wilke, Chair
Planning Committee

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

RECOMMENDATION: Recommend approval of an Ordinance approving a long-term license agreement with the Farm Foundation for driveway access over a portion of the Casey Trail and Greenway property for the purposes of accessing the Casey Farm property and their proposed Innovation and Education Center.

STRATEGIC DIRECTIONS SUPPORTED: None

FINANCIAL DATA: The Farm Foundation will pay all fees and reimbursements in accordance with the District's License and Easement Ordinance, including an application fee of \$750.00 and a monetary fee of \$4,500.00.

BACKGROUND: The District previously approved a license agreement with Openlands, which allowed Openlands to use an existing driveway on the District's Casey Trail and Greenway property to access the Openlands/Casey Farm property on Milwaukee Avenue. The District was recently contacted by a real estate company representing the Farm Foundation, which is interested in purchasing the Openlands/Casey Farm property for the development of a new "Innovation and Education Center".

The Farm Foundation has asked whether the Driveway License would "run with the land," in other words, whether the Farm Foundation would be able to use the Driveway License, merely by purchasing the Openlands property. However, the District's Corporate Counsel has confirmed that the Driveway License is a contractual right that is personal to Openlands, not a real property right that "runs with the land." Therefore, if the Farm Foundation acquires the Openlands property, it can use the driveway only if the District grants a new driveway license to the Farm Foundation. Consistent with what the District was told in 2011, the Farm Foundation has stated that IDOT will not allow a driveway access directly onto the Openlands property due to safety concerns.

At its January 6, 2022 meeting, the Planning Committee authorized staff to negotiate a new long-term license agreement to allow the Farm Foundation to use the driveway. Under the proposed license agreement, the term of the license is five years, renewable by the Farm Foundation for three additional 5-year terms. After the third renewal, the District will consider issuing additional licenses upon request by the Farm Foundation.

The existing Driveway License allows the District use of the driveway as its only large vehicle access to the west side of Route 21 and that use of the driveway will continue under the proposed license. The Farm Foundation will maintain the driveway.

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 FEBRUARY MEETING
FEBRUARY 8, 2022**

MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **PLANNING COMMITTEE** presents herewith “an Ordinance Approving a License Agreement with the Farm Foundation for Driveway Access at the Casey Trail and Greenway” and requests its approval.

PLANNING COMMITTEE:

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

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

**AN ORDINANCE APPROVING A LICENSE AGREEMENT WITH
THE FARM FOUNDATION FOR DRIVEWAY ACCESS
AT CASEY TRAIL AND GREENWAY**

WHEREAS, the Lake County Forest Preserve District (the “District”) owns the property commonly known as the Casey Trail & Greenway (the “Property”); and

WHEREAS, the Farm Foundation (the “Foundation”) is a non-profit 501c3 organization dedicated to educating farmers on environmentally sound farming practices that promote soil health and reduce soil loss; and

WHEREAS, the Foundation intends to purchase a parcel of property known as the Casey Farm (the “Purchase Property”) located adjacent to, and south of the Property, and construct, operate, and maintain thereon an “Innovation and Education Center” at which the Foundation will provide conservation, sustainability and regenerative agricultural education programs (the “Programs”); and

WHEREAS, the Foundation has requested that the District grant to the Foundation a license for driveway access over and through the Property for the purpose of accessing the Purchase Property and the future Innovation and Education Center (the “License”); and

WHEREAS, pursuant to Section 7b of the Downstate Forest Preserve District Act, 70 ILCS 805/7b, the District is authorized to issue licenses for any activity reasonably connected with the purposes for which the District was created; and

WHEREAS, environmental education, including the Programs, on the Purchase Property is an activity that is reasonably connected to the purposes for which the District was created; and

WHEREAS, it is in the best interest of the District to approve a license agreement with the Foundation in substantially the form attached hereto (the “License Agreement”), which will become effective only upon the Farm Foundation’s acquisition of the Purchase Property (the “Closing”); and

WHEREAS, the District has adopted an Ordinance Regarding Licenses and Easements (the “License and Easement Ordinance”) which sets forth the general requirements for granting licenses;

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

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

Section 2: Approval of License Agreement. The License Agreement is hereby approved in substantially the form attached hereto. The President, Secretary, and Executive Director of the

District are hereby authorized and directed to, on behalf of the District (i) execute and attest to the License Agreement in substantially the form attached hereto and (ii) deliver the executed License Agreement to the Foundation as the District's offer to enter into the License Agreement, on the condition that such offer will be withdrawn effective January 1, 2023, with no further action of the District necessary to effect such withdrawal, unless both of the following events have occurred on or before December 31, 2022: (a) the Closing and (b) the Foundation has duly approved and executed the License Agreement and delivered the same to the Executive Director (collectively, the "Closing Conditions"). In the event that any provision of the License Agreement conflicts with the License and Easement Ordinance, the conflicting provision of the License and Easement Ordinance is hereby waived.

Section 3: Effective Date. This Ordinance, including the approvals in Section 2 (the "Section 2 Approvals"), shall be in full force and effect from and after its passage and approval in the manner provided by law and shall remain in effect until December 31, 2022. If, on or before December 31, 2022, the Closing Conditions have occurred, then the Section 2 Approvals shall survive the expiration of this Ordinance. If, on or before December 31, 2022, the Closing Conditions have not occurred, then no provision of this Ordinance will survive or remain in effect following December 31, 2022, and the Section 2 Approvals will be rescinded without further action.

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. _____

**LICENSE AGREEMENT
BY AND BETWEEN
LAKE COUNTY FOREST PRESERVE DISTRICT AND FARM FOUNDATION**

This License Agreement (this "Agreement") is made as of the ____ day of _____, 2022 (the "Effective Date") and is by and between the LAKE COUNTY FOREST PRESERVE DISTRICT, an Illinois unit of local government and a political subdivision, organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/0.001 et seq., with its principal office located at 1899 West Winchester Road, Libertyville, Illinois 60048 (the "District"), and FARM FOUNDATION, an Illinois not-for-profit corporation, with its principal address at 1301 West 22nd Street, Suite 906, Oak Brook, Illinois 60523 (the "Licensee").

NOW, THEREFORE, in consideration of the recitals and the mutual covenants and agreements set forth below, the parties do hereby agree as follows:

SECTION 1. RECITALS.

A. The District holds fee simple title to land that is part of the Casey Trail and Greenway, generally located south of West Casey Road, north of Illinois State Route 137, and west of Illinois State Route 21, and is generally depicted as the "Land" on Exhibit A attached hereto and made a part hereof (the "Land").

B. Licensee is a not-for-profit entity dedicated to providing environmental education through training, development and programming related to food and agriculture.

C. Licensee holds fee simple title to real property that is located adjacent to the Land and is generally depicted as "Licensee's Property" on Exhibit A attached hereto and made a part hereof (the "Licensee's Property").

D. In 2014, the Illinois Department of Transportation ("IDOT") undertook certain road widening and other improvements to Illinois State Route 21 to benefit the motoring public and the District, but which also affected access to Licensee's Property (the "Route 21 Improvements"). Specifically, Licensee has represented that, following such improvements, IDOT no longer allows direct vehicular ingress and egress between Licensee's Property and Illinois State Route 21.

E. In 2011, because of the Route 21 Improvements and to further purposes reasonably connected to forest preserve purposes, including the preservation of open land, the District granted to Licensee's predecessor in title a license to use a portion of the Land for vehicular ingress and egress between Licensee's Property and Illinois State Route 21, pursuant to that certain License Agreement by and between Lake County Forest Preserve District and Liberty Prairie Conservancy, dated May 1, 2011 (the "2011 License").

F. The 2011 License Agreement terminated upon Licensee's acquisition of Licensee's Property.

G. Licensee has requested that the District grant to it a new license so that Licensee may use a portion of the Land for vehicular ingress and egress between Licensee's Property and Illinois State Route 21.

H. To promote Licensee's use of Licensee's Property for conservation, sustainability and regenerative agricultural education, the District is willing to grant such a license to Licensee, all subject to the terms and conditions in this License Agreement.

SECTION 2. LICENSE GRANTED; TERM; LIMITATION OF INTEREST. The District hereby grants to Licensee and Licensee hereby accepts from the District a non-exclusive license (the "License") over and upon that portion of the Land generally depicted on Exhibit B as the "Licensed Property" (the "Licensed Property") for the sole purpose of maintaining and using, for ingress and egress between Licensee's Property and Illinois State Route 21, a gravel driveway no wider than twenty-four feet (24') (the "Driveway"). Licensee may use the License for a term commencing on the Effective Date and expiring five (5) years after the Effective Date (the "Initial Term"), and for any "Extension Period" defined in, and exercised by Licensee pursuant to, Section 11 (the Initial Term and any Extension Period are, collectively, the "Term"). The License is a contractual right only, is not an interest in real property, and does not touch and concern, or run with, the land, and Licensee does not and will not have any legal, beneficial, or equitable interest in the Land itself. Without limiting the preceding sentence, the License is subordinate to any easement within the Licensed Property.

SECTION 3. LICENSE FEE AND REIMBURSEMENT. Licensee shall pay to the District a monetary fee in the amount of \$4,500.00 for the License (“License Fee”). Licensee shall pay the License Fee upon the full execution of this Agreement. Licensee shall send the License Fee to the District address identified in Section 23. Licensee shall also reimburse the District, within 30 days after receiving any invoice, for all actual and reasonable costs and expenses incurred by the District related to this Agreement, including without limitation legal fees, costs related to expenses, inspection expenses, and the value of time spent by staff related to the Agreement (the “District-Incurred Costs”). Licensee acknowledges that District-Incurred Costs may be incurred by the District throughout the Term of the License.

SECTION 4. USE OF THE LICENSED PROPERTY; ENVIRONMENTAL EDUCATION PROGRAMS ON LICENSEE’S PROPERTY.

A. Licensee’s Use and Maintenance. Licensee may use the Licensed Property for the sole purpose of maintaining and using the Driveway for ingress and egress between Licensee’s Property and Illinois State Route 21. Licensee shall maintain the Driveway in a first-class condition in the current location of the Driveway as depicted in Exhibit B, unless the Executive Director of the District (the “Executive Director”) approves a relocation of the Driveway (which he or she may approve, or not, in his or her sole discretion). Not less than five (5) days before performing any maintenance that would interfere with the use of the Driveway in any way, Licensee shall send written notice of such maintenance to the Executive Director.

B. Prohibited Uses. Without limiting Section 4.A, Licensee shall not (i) permit anyone other than Licensee, its guests, and invitees to use the Licensed Property without the prior written consent of the Executive Director, (ii) permit any parking of vehicles on the Licensed Property, unless temporary parking is necessary for maintenance of the Driveway and has been approved by the Executive Director, which consent may be withheld in the Executive Director's sole discretion, (iii) use or permit the Licensed Property or Licensee's Property to be used for any unlawful purpose or in any manner that will unreasonably disturb neighbors, visitors to the Licensed Property or the Land, or other members of the public, (iv) use the Licensed Property for any commercial or for-profit purposes or endeavors, other than de minimis commercial activities conducted in conjunction with or support of Licensee's educational activities, (v) allow any signs or placards to be posted or placed on the Licensed Property, (vi) erect, build, construct, or install any structures or improvements on the Licensed Property without the prior written consent of the Executive Director, which consent may be withheld in the Executive Director's sole discretion, (vii) not damage, destroy or suffer to be damaged the Driveway, (viii) commit any waste or nuisance upon the Licensed Property. Licensee's use of the Licensed Property shall at all times be subject to such rules, regulations, and requirements as implemented from time to time by the District, or (viii) install any gates, barriers, traffic control devices or otherwise restrict or limit access to the Driveway or Licensed Property without the Executive Director’s prior consent, which consent may be withheld in the Executive Director's sole discretion.

C. District’s Retained Rights. The District shall have and retain all rights to cultivate, use, and occupy the Licensed Property, including use of the Driveway, in any manner that does not materially interfere with the Licensee’s rights under this Agreement.

D. Conservation, Sustainability and Regenerative Agriculture Educational Programming. Licensee, at its expense, shall conduct, on Licensee’s Property, educational programs open to the public that explain, and provide information, education, instruction, and/or training about, responsible, sustainable agricultural and/or animal husbandry practices. Not less than once per year, Licensee shall update the District regarding educational programs that have been, are being, or will be provided on Licensee’s Property.

SECTION 5. RESTORATION AND DELIVERY UPON EXPIRATION.

A. Restoration. In the event Licensee damages or causes any adverse impact to the Licensed Property, or any property owned by the District, the Licensee shall restore such property to a condition, at least as good as the condition existing before such damage or adverse impact, no later than thirty (30) days after its receipt of notice of such damage or adverse impact. In the event District damages or causes any adverse impact to the Licensed Property or the Licensee’s Property, the District shall restore such property to a condition, at least as good as the condition existing before such damage or adverse impact, no later than thirty (30) days after its receipt of notice of such damage or adverse impact. Such restoration shall include, without limitation: (a) replacement and grading of any and all topsoil removed; (b) restoration of any and all

fences, roads, trails, paths, pavement, plantings, landscaping, or improvements that are damaged or removed; and (c) replacement of any and all sod removed with sod of like quality.

B. Delivery of Licensed Property upon Expiration. At the expiration of the Term, or the earlier termination of this Agreement, Licensee shall deliver the Licensed Property to the District in a condition that is as good as the condition of the Licensed Property as of the Effective Date, ordinary wear and tear excepted.

SECTION 6. CONDITION OF LICENSED PROPERTY. Licensee has inspected the Land prior to signing this Agreement and accepts and approves the condition of the Land “as is,” including but not limited to the soil conditions of the Land. The District hereby disclaims express or implied warranties regarding the condition on the Land, including the Licensed Property.

SECTION 7. PROPERTY MANAGEMENT. Licensee, at its sole cost and expense shall (i) within at least 5 feet of each side of the Driveway, and within the Licensed Property, mow all grass areas and remove all noxious weeds, (ii) refrain from removing or damaging existing trees and utilities at or on the Licensed Property or the Land, (iii) refrain from altering existing field tiles, culverts, and drainage ditches at or on the Licensed Property or the Land, and (v) remove any and all refuse and rubbish from the Licensed Property on a routine basis. The District shall not be required to repair, renew or replace the Driveway or any part thereof during the Term of the License, regardless of whether District uses the Driveway.

SECTION 8. HAZARDOUS MATERIALS AND HERBICIDES. Licensee (i) with respect to the use of the Licensed Property, shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations (“Applicable Laws”) that prohibit, restrict, or regulate any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant (collectively, “Hazardous Materials”); and (ii) shall not, and shall not permit any person to, handle, bury, store, retain, refine, produce, spill, allow to seep, leak, escape or leach, pump, pour, emit, empty, discharge, inject, dump, transfer or otherwise dispose of or deal with Hazardous Materials in, on, under, or about the Licensed Property or any other District property. In addition, and without limitation, Licensee shall not use herbicides at or on the Licensed Property or the Land during the Term of this License without the express written consent of the Executive Director of the District, including without limitation, the following herbicides: Atrazine and Atrazine containing compounds (such as Bicep, Bucril, Bullet, Extrazine, Laddock, Lariat, Marksmen, and Sutazine), Canopy, Command, Commence, Passport, Princep, Pursuit, Pursuit Plus, Salute, Scepter, Sencor, Squadron, Tri-Scepter, and Turbo.

SECTION 9. LIMITATION OF LIABILITY. The District shall not be liable or responsible for any damage arising from or related to Licensee's use of the Licensed Property.

SECTION 10. INSURANCE. Licensee shall maintain, at all times during the Term, the insurance coverages and minimum limits set forth in this Section 10. All insurance policies shall be issued from insurance companies holding at least an “A5” or better rating as rated by A.M. Best Company. All policies shall name the District as an additional insured.

A. Worker's Compensation and Employer's Liability. Licensee shall maintain workers' compensation and employer's liability insurance with limits of not less than:

- (1) Worker's Compensation: Statutory
- (2) Employer's Liability:
 - a. \$1,000,000 - injury per occurrence
 - b. \$500,000 - disease per employee
 - c. \$500,000 - disease policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive General Liability: Licensee shall maintain comprehensive general liability (“CGL”) insurance with limits of not less than:

- (1) General Aggregate: \$2,000,000
- (2) Bodily Injury:

- a. \$2,000,000 – per person
- b. \$2,000,000 – per occurrence
- (3) Property Damage
 - a. \$2,000,000 – per occurrence
 - b. \$2,000,000 – aggregate
- (4) Other Coverages:
 - ⊗ Premises/Operations
 - ⊗ Independent Contractors
 - ⊗ Personal Injury (with Employment Exclusion deleted)
 - ⊗ Broad Form Property Damage Endorsement
 - ⊗ Blanket Contractual Liability (must expressly cover all indemnity provisions of the contract)
 - ⊗ Bodily Injury and Property Damage “X”, “C”, and “U” exclusions shall be deleted

All employees shall be included as insureds. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Agreement, with coverage written on an “occurrence” basis.

C. Comprehensive Motor Vehicle Liability: Licensee shall maintain comprehensive motor vehicle liability with limits for vehicles owned, non-owned or rented, not less than:

- (1) Bodily Injury:
 - a. \$ 500,000 - per person
 - b. \$1,000,000 - per occurrence
- (2) Property Damage:
 - a. \$ 500,000 - per occurrence
 - b. \$ 1,000,000 - aggregate

All employees shall be included as insureds.

D. Umbrella Policy. The required coverages may be in any combination of primary, excess and umbrella policies. Any excess or umbrella policy must provide excess coverage of underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

E. Evidence of Insurance. Licensee shall, within ten (10) days after execution and delivery of this Agreement by Licensee and, thereafter, within ten (10) days after receipt of a request from the District, furnish the District with certificates of insurance acceptable to the District and, if requested by the District, applicable policy endorsements executed by a duly-authorized representative of each insurer, evidencing compliance with the insurance requirements of this Section 10.

SECTION 11. EXTENSIONS OF TERM. So long as Licensee is not in Default beyond applicable cure periods (as defined below), the Licensee may extend the Term without any additional monetary fee for three (3) additional periods (each, an “Extension Period”) of five (5) years each by sending written notice of such extension to the District, not less than six (6) months before the expiration of the Term. After Licensee delivers a written notice for the third Extension Period, upon Licensee’s written request, the District will consider, in good faith, a new license agreement between the District and Licensee that would allow Licensee to continue using the Driveway.

SECTION 12. COMPLIANCE WITH LAWS. The Licensee shall use the Licensed Property only in compliance with all Applicable Laws, including, without limitation, the License and Easement Ordinance. If there is a conflict between this Agreement and the License and Easement Ordinance, this Agreement will control.

SECTION 13. TERMINATION.

A. District's Right to Terminate for Default. If, at any time during the Term (i) Licensee fails to comply with or fulfill any of the terms or conditions of this Agreement, including without limitation failure to complete any of its obligations or failure at any time to timely pay any License Fee or other amounts due to the District under this Agreement (each, a "Default"); and (ii) Licensee fails to remedy such Default within 30 days after receiving written notice thereof, then the District shall have the right, but not the obligation, to terminate this Agreement upon no less than 30 days' advance written notice.

B. Licensee's Right to Terminate for Convenience. At any time during the Term, Licensee may terminate this Agreement, for any reason or no reason, by providing the District with 30 days' advance written notice of such termination.

C. Reversion of Rights. Upon termination of this Agreement pursuant to this Section 13, all rights granted to Licensee hereunder shall immediately revert to the District, and the District shall immediately upon such termination have the full right to use the Licensed Property in any manner whatsoever.

SECTION 14. INDEMNIFICATION.

A. Except to the extent attributable to the negligence or intentional acts or omissions of the District or its commissioners, officers, agents, or employees, Licensee shall hold harmless, indemnify and defend the District, its commissioners, officers, agents, attorneys and employees against any and all losses, expenses, claims, costs, causes and damages, including without limitation litigation costs and attorneys' fees, on account of (i) any failure on the part of Licensee to perform or comply with any terms or conditions of this Agreement, or (ii) any personal injuries or death or damages to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the License granted herein or the use of the Licensed Property by Licensee. The obligations of Licensee pursuant to this Section 14 shall not be limited by the amounts of any insurance provided by Licensee, including the insurance provided pursuant to Section 14 of this Agreement.

SECTION 15. ENTRY. The District, including its commissioners, officers, agents, attorneys and employees, may at any reasonable time enter the Licensed Property to inspect and to ensure compliance with this Agreement.

SECTION 16. TIME OF ESSENCE. Time is of the essence in the performance of all of the obligations of this Agreement.

SECTION 17. ASSIGNMENT; USE BY OTHERS. Licensee shall not, without the prior express written approval of the District, which approval may be withheld in the sole discretion of the District, (i) re-license the Licensed Property or any part thereof or (ii) assign this Agreement or any of Licensee's rights or obligations under this Agreement.

SECTION 18. APPLICABLE LAW. This Agreement shall be interpreted under and governed by the Applicable Laws of the State of Illinois, without regard to conflict of law principles. Venue for all lawsuits filed to enforce, or with claims relating to, this Agreement will be the Illinois Circuit Court for the Nineteenth Judicial Circuit, Lake County, Illinois.

SECTION 19. ENFORCEMENT COSTS; SURVIVAL OF CAUSE OF ACTION. In the event either party hereto institutes legal action or proceedings to enforce the obligations of the other party under this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs incurred in connection therewith. If a party's cause of action for a default under this Agreement accrues prior to expiration of the Term or earlier termination of this Agreement, then cause of action shall survive such expiration or termination.

SECTION 20. ENTIRETY. This Agreement merges and supersedes all prior negotiations, representations and agreements between Licensee and the District and constitutes the entire agreement between the parties as to their respective rights relative to the Licensed Property. No prior agreement or understanding pertaining to any such matter or activity shall be effective for any purpose.

SECTION 21. SEVERABILITY; WAIVER. If any provision of this Agreement shall be held invalid, the validity of any other provision contained herein that can be given effect without such invalid provision shall not be affected thereby. If a party waives the breach of any term, condition, covenant or obligation of this Agreement, that waiver shall not be considered

to be a waiver of any subsequent breach of that same term, condition, covenant, or obligation or of any other term, condition, covenant or obligation or of.

SECTION 22. NOTICES. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed received by the addressees thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below, by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

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

Lake County Forest Preserve District
1899 West Winchester Road
Libertyville, IL 60048
ATTN: Executive Director

Notices and communications to the Licensee shall be addressed to, and delivered at, the following address:

Farm Foundation
1301 West 22nd Street, Suite 906
Oak Brook, Illinois 60523
ATTN: Executive Director

By notice complying with the requirements of this Section, each party may change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received. This provision will not invalidate any notice that is actually received.

SECTION 23. AMENDMENTS AND MODIFICATIONS. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all requirements of law.

SECTION 24. NO THIRD PARTY BENEFICIARIES. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against the Licensee or the District.

SECTION 25. COUNTERPARTS. This Agreement may be executed in counterpart, each of which shall constitute an original document, which together shall constitute one and the same instrument.

SECTION 26. AUTHORITY TO EXECUTE. Each person executing this Agreement hereby warrants and represents that he or she is properly authorized to do so and to bind the party on whose behalf he or she is executing.

SECTION 27. ESTOPPEL CERTIFICATES. Licensee and District shall each, from time to time, within fifteen (15) days after receipt of written request from the other party, execute, acknowledge and deliver to the requesting party a certificate stating: (i) that the terms and provisions of this Agreement are unmodified and in full force and effect, or, if modified, identifying such modifications; (ii) whether, to the responding party's knowledge, there is any existing default under this Agreement by the requesting party and, if so, specifying the nature and extent thereof; (iii) whether there are any sums which the responding party is entitled to receive or demand from the requesting party under this Agreement, and if there is any such sum, specifying the nature and amount thereof; (iv) and such other facts or statements as may be reasonably requested. The requesting party, and any current or prospective mortgage holder, purchaser or lessee of the requesting party's portion of the Licensed Property shall be entitled to rely on any such certificate, and any such certificate shall, at the requesting party's direction, be addressed to any such party.

SECTION 28. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original. The signatures to this Agreement may be executed and notarized on separate pages and, when attached to this Agreement, shall constitute one complete document

[SIGNATURE PAGE TO FOLLOW]

Date. The parties have caused this Agreement to be executed on the dates set forth below, but effective as of the Effect

FARM FOUNDATION
an Illinois not-for-profit corporation

By: *Shari Rogge-Fidler*
Name: Shari Rogge-Fidler
Title: President and CEO

Date: 1/25/2022

WITNESS:

By: *Amy P. Keane*
Name: Amy P. Keane
Title: Vice President, Finance

Date: 1/25/2022

By: *Jerome Lyman*
Name: Jerome Lyman
Title: Board Chair

Date: 01/24/2022

WITNESS:

By: *Fabio Aquino*
Name: Fabio Aquino
Title: Engineer

Date: 01-24-2022

LAKE COUNTY FOREST PRESERVE DISTRICT
an Illinois unit of local government and a political subdivision

By: _____
Name: Angelo Kyle
Title: President

Date: _____

ATTEST:

By: _____
Name: Julie Gagnani
Title: Board Secretary

Date: _____

EXHIBIT A

Exhibit A

Legend

 Land  Licensee's Property

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

0 125 250 500 Feet

2021 Aerial Photo

Map Prepared 14 January 2022

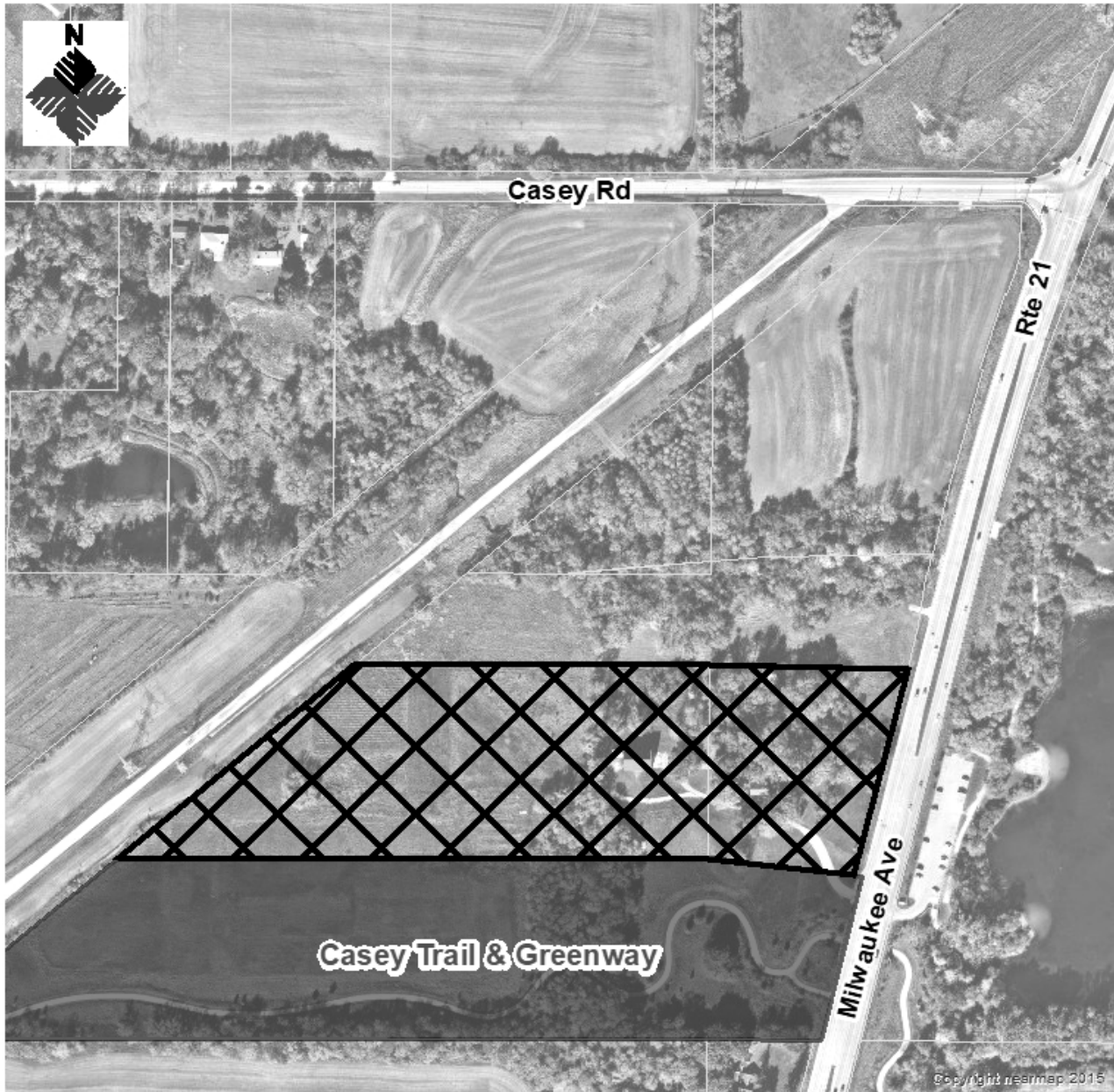




EXHIBIT B

Exhibit B

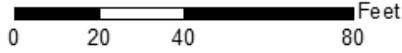
Legend

 Land  Licensed Property: 0.18 Acres

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



2021 Aerial Photo

Map Prepared 21 January 2022

