

DATE: April 4, 2022

MEMO TO: Jessica Vealitzek, Chair
Operations Committee

Terry Wilke, Chair
Planning Committee

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

RECOMMENDATION: Recommend approval of a Resolution approving a Purchase and Sale Agreement for the Borland Cabin at the Edward L. Ryerson Conservation Area with Mark S. Miller in the purchase price of \$100.25.

STRATEGIC DIRECTION SUPPORTED: Organizational Sustainability

FINANCIAL DATA: The purchase price offer for the Borland Cabin is \$100.25. Under the proposed agreement, the purchaser will pay all costs of de-constructing and moving the Borland Cabin.

BACKGROUND: In 1996, a portion of the Edward L. Ryerson Conservation Area (“Ryerson”) was placed on the National Register of Historic Places for its social and architectural significance from 1923 to 1945. There were 10 existing buildings, including four cabins, that were designated as contributing to the time period of significance. For over 30 years, two of the contributing cabins, known as the Cramer and Borland cabins (the “Classroom Cabins”), have been used as classrooms for environmental education programming.

At its March 2021 meeting, the Operations Committee reviewed a list of existing District buildings identified for removal, which included all five of the existing cabins at Ryerson, and it was the consensus of the Committee to proceed with the removals as listed. The Classroom Cabins have reached the end of their useful life, are not compliant with accessibility codes, and are not properly sized to meet the District’s current programming needs. In addition, their waste water system is undersized based on current and projected future use.

In May 2021 and again in June 2021, the Planning Committee reviewed and provided favorable comments regarding a proposed site plan and schematic building design for a new environmental education facility at Ryerson (the “New Facility”), the construction of which will require the removal of the Classroom Cabins and the placement of the New Facility at the same location as the Classroom Cabins. Construction of Phase I for the New Facility is tentatively scheduled to start in June 2022 (but see the discussion below).

District staff recently discussed the plans for the New Facility and the removal of the Classroom Cabins with the Illinois Historic Preservation Agency (IHPA). The IHPA stated that the removal of the

Classroom Cabins would be considered an adverse effect and requested that the District look into alternatives to the full removal; alternatives include the potential relocation of the Classroom Cabins to another location at Ryerson or the potential sale of the Classroom Cabins to another entity that would relocate them offsite and maintain their historical integrity. Inclusion of a building on the National Register of Historic Places does not, by itself, prevent the building's owner from demolishing the building. However, according to the Illinois Department of Natural Resources (IDNR), the demolition of the Classroom Cabins will likely impact the District's ability to secure future IDNR grants for Phase II of the New Facility.

At their January 31, 2022, meetings, the Operations and Planning Committees authorized staff to explore options for the relocation of the Classroom Cabins. Accordingly, staff (i) sought quotes for relocating the Classroom Cabins to an on-site location and (ii) informally investigated the level of interest amongst third parties in purchasing or otherwise acquiring the Classroom Cabins and moving them off-site.

Staff has received two quotes from building movers, ranging in costs from \$102,000.00 to \$130,000.00, to relocate the Classroom Cabins to another location at Ryerson. Staff also solicited informal Statements of Interests (SOI) from parties that may be interested in acquiring and relocating the Classroom Cabins to an offsite location, at their expense. There were a total of 425 email notifications sent out, 53 downloads occurred and two statements of interest were received in response to the SOI solicitation.

Because of the initial interest received in acquiring the Classroom Cabins, on March 8, 2022, the Board approved a resolution authorizing the solicitation of formal and binding offers to purchase the Classroom Cabins. Staff received only one offer to purchase the Borland Cabin for the price of \$100.25 and only one offer to purchase the Cramer Cabin for the price of \$10.00. The offer for the Borland Cabin was submitted by a private individual, Mark S. Miller of Grayslake. The offer for the Cramer Cabin was submitted by Burnham Group LLC of Winnetka. Due to the high cost of relocating the Classroom Cabins within Ryerson, staff recommends accepting the offers for the Borland Cabin and Cramer Cabin. Accepting the offers will avoid that cost and provide an opportunity for the Classroom Cabins to be preserved. The offer for the Borland Cabin would be accepted by approving the attached resolution approving a purchase and sale agreement. Staff has prepared a separate memorandum and resolution for the Cramer Cabin.

As stated above, construction of the New Facility at Ryerson (which will replace the Classroom Cabins) is tentatively scheduled to start in June 2022. However, the bids for the New Facility came in higher than budgeted. Staff is currently exploring whether to recommend proceeding with that project as scheduled or delaying the project. If the project is delayed, then the education staff would need the Classroom Cabins this summer and staff recommends, in that situation, that the District not sell the Classroom Cabins. Therefore, the attached resolution approves the sale of the Borland Cabin, only if and after the Board approves a contract(s) for the construction of the New Facility.

If the Board of Commissioners approves the Purchase and Sale Agreement for the Borland Cabin, it will be removed from its current location no later than May 31, 2022 and will be permanently removed from Ryerson by July 1, 2022.

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

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR APRIL MEETING
APRIL 12, 2022**

MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **OPERATIONS COMMITTEE** and **PLANNING COMMITTEE** present herewith “A Resolution approving a Purchase and Sale Agreement for the Borland Cabin at the Edward L. Ryerson Conservation Area” and request its approval.

OPERATIONS COMMITTEE:

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

PLANNING COMMITTEE:

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

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

**A RESOLUTION APPROVING A PURCHASE AND SALE AGREEMENT FOR THE
BORLAND CABIN AT THE EDWARD L. RYERSON CONSERVATION AREA**

WHEREAS, the Lake County Forest Preserve District (the “District”) owns two cabins at the Edward L. Ryerson Conservation Area (the “Preserve”), commonly known as the Cramer and Borland cabins, which are used for educational purposes (collectively, the “Cabins”); and

WHEREAS, the District desires to construct a new environmental education facility at the Preserve (the “New Facility”), the construction of which will require the removal of the Cabins and the placement of the New Facility at the same location as the Cabins; and

WHEREAS, on March 8, 2022, the District’s Board of Commissioners (the “Board”) approved a resolution authorizing and directing District staff to (i) conduct the sale of the Cabins and solicit offers from third parties, (ii) review and assess any offers received, and (iii) recommend that the District either (a) accept the offer(s) (if any) that are in the best interests of the District or (b) reject all offers and (1) move the Cabins to a different location on-site or (2) proceed to demolish the Cabins (the “March 8 Resolution”); and

WHEREAS, the District received one offer for the purchase of the Borland Cabin, from Mark S. Miller of Grayslake, Illinois (the “Offer”); and

WHEREAS, the District staff has reviewed the Offer and recommends that the District (i) accept the Offer from Mark S. Miller for the Borland Cabin, (ii) enter into a purchase and sale agreement with Mark S. Miller to sell the Borland Cabin to him, in substantially the form attached hereto (the “Purchase and Sale Agreement”); and

WHEREAS, accepting the Offer will avoid the cost of relocating the Cabin and will provide an opportunity for the Cabin to be preserved; and

WHEREAS, the Board hereby accepts the Offer and finds that it is in the best interest of the District to (i) accept the Offer and (ii) approve the Purchase and Sale Agreement, in substantially the form attached hereto, except that such acceptance and approval will not be effective until the Board has approved a resolution or ordinance awarding one or more contracts for the construction of the New Facility (the “Construction Contract Resolution”); and

WHEREAS, the Board hereby waives the requirement in the March 8 Resolution that offers must be received by March 23, 2022;

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 part of this Resolution by this reference.

Section 2: Approval of Purchase and Sale Agreement. The Purchase and Sale Agreement is hereby approved in substantially the form attached hereto; however, such approval will not be effective until the

Board has approved the Construction Contract Resolution. Upon and after the approval of the Construction Contract Resolution (i) the District shall sell the cabin to Mark S. Miller, upon the terms and conditions of the Purchase and Sale Agreement and such other terms and conditions as shall be approved by the District, for \$100.25, (ii) the Executive Director and Board Secretary of the District shall execute and attest to, on behalf of the District, the Purchase and Sale Agreement and all other documents that are necessary to complete the sale of the Borland Cabin, provided that any documents have first been approved by the District's Corporate Counsel, and (iii) the Executive Director, or his designee, shall take such other actions as may be necessary to complete the sale of the Borland Cabin to Mark S. Miller.

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; however, if the Board does not approve the Construction Contract Resolution on or before May 10, 2022 then this Resolution will be of no further force or effect and the District shall not sell the Borland Cabin pursuant to this Resolution.

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. _____

Purchase and Sale Agreement (Borland Cabin)

This Purchase and Sale Agreement (this "Agreement") is made effective and entered into as of April 12, 2022 (the "Effective Date") by and between **Lake County Forest Preserve District**, a body politic and corporate organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/0.001 et seq. ("Seller"), and Mark S. Miller ("Purchaser"; Seller and Purchaser are the "Parties" and each is a "Party"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. Recitals.

a. Seller owns the property commonly known as the Edward L. Ryerson Conservation Area (the "Property"). Seller also owns a certain cabin, commonly known as the "Borland" cabin, which is located within the Property, in the location generally depicted on **Exhibit A** attached hereto (the "Borland Cabin").

b. In support of its educational programming, Seller intends to construct a new "Environmental Education Facility" (the "New Facility") to replace the Borland Cabin and in the same general location occupied by the Borland Cabin.

c. The Borland Cabin is listed on the National Register of Historic Places for its social and architectural significance. Seller desires to sell or otherwise convey the Borland Cabin to a person or entity that (i) has submitted an offer to acquire the Borland Cabin that is in the best interest of the District and (ii) will remove the Borland Cabin from the Property, relocate the Borland Cabin at a new location, and use the Borland Cabin.

d. Purchaser desires to purchase, relocate, and use the Borland Cabin for the uses, and for the duration, identified in **Exhibit B**. In furtherance thereof, Purchaser has executed this Agreement and delivered it to Seller as Purchaser's offer to Seller for Purchaser to acquire the Borland Cabin. Purchaser acknowledges and agrees that: (i) such offer by Purchaser is irrevocable until April 13, 2022, (ii) such offer may be accepted only by the lawful approval by the Purchaser's Board of Commissioners of a resolution approving the conveyance of the Borland Cabin to Purchaser, in accordance with Section 6 of the Downstate Forest Preserve District Act, 70 ILCS 805/6 (the "Board Resolution"), and (iii) this Agreement is not effective until Seller's Board of Commissioners has approved the Board Resolution.

2. Property. Seller agrees to sell to Purchaser, and Purchaser agrees to buy from Seller, the Borland Cabin. Purchaser acknowledges and agrees that (i) it has had the opportunity to inspect and review the Borland Cabin, (ii) it will accept the Borland Cabin in its "as is condition", (iii) the Borland Cabin will not include any of the furniture, furnishings, movable storage cabinets, other equipment that is not a fixture, or other contents within the Borland Cabin, but will include only the structural components of the Borland Cabin, and (iv) Seller makes no covenant, representation, or warranty concerning the Borland Cabin, its condition, or its title. The Borland Cabin is personal

property only and, by conveying the Borland Cabin to Purchaser, Seller does not convey, and Purchaser does not acquire, any interest in any real property owned by Seller.

3. Purchase Price. The purchase price for the Borland Cabin is:

One-hundred dollars and twenty-five cents (\$100.25), (the “Purchase Price”), to be paid to Seller at Closing (as defined in Section 4). As additional consideration, Purchaser shall provide to Seller the consideration (if any) identified in **Exhibit C** (the “Additional Consideration”).

4. Closing. The closing of Seller’s conveyance of the Borland Cabin to Purchaser (the “Closing”) will take place no later than the fifth (5th) business day after Seller’s approval of the Board Resolution (the “Outside Closing Date”). The Parties shall complete the Closing by (i) Seller and Purchaser executing a bill of sale conveying the Borland Cabin to Purchaser, in the form attached hereto as **Exhibit D** (the “Bill of Sale”), and inserting the date of the Closing into the Bill of Sale and (ii) Purchaser delivering the Purchase Price and any Additional Consideration (in a form agreed to by the Parties) to Seller. If the Closing does not occur by the Outside Closing Date, then either Party (without limiting any other right or remedy it may have) may terminate this Agreement by giving written notice to the other Party, in which case neither Party will have any further rights or obligations under this Agreement.

5. Removal and Relocation of the Borland Cabin.

a. General Obligations. Following the Closing, Purchaser shall complete all of the following (the “Work”) in accordance with this Agreement: (i) remove the Borland Cabin, (ii) relocate the Borland Cabin to a new location, and (iii) restore the Property and any other damaged property, all in accordance with the Special Project Requirements included in **Exhibit E** (the “Restoration Specifications”). The Work does not include removal of the Borland Cabin’s existing concrete foundation/slab. The Work includes the disconnection of the Borland Cabin from utilities (in locations approved by Seller), but does not include removal of utility improvements that serve the Borland Cabin but are located outside the Borland Cabin structure. Purchaser shall cause the Work to be performed, at its own cost and at no cost to the District, in a professional, good, and workmanlike manner, by one or more licensed, insured, qualified, and experienced contractors (collectively, the “Contractor”). Purchaser shall, or shall cause Contractor to, at their cost (i) identify and obtain all required permits, licenses, and approvals for the Work, including without limitation any permits required for use of public rights of way, tree trimming along the relocation route, and all temporary utility relocation and service disruption and (ii) repair, replace, or restore all pavements, walkways, or other property that may be damaged by the Work.

b. Method of Removal. Purchaser may either (i) relocate the Borland Cabin intact to an off-site location, in a manner that will allow the continued preservation and use of the Borland Cabin in generally its current condition or (ii) disassemble the Borland Cabin and reassemble it at a location other than the Property, in a manner that will allow the continued preservation and use of the Borland Cabin in generally its current condition.

c. Timing of Work; Failure to Comply and Abandonment. Purchaser shall (i) commence the removal of the Borland Cabin from the Property not earlier than May 11, 2022 (the

“Commencement Date”), (ii) completely remove the Borland Cabin from its current location not later than May 31, 2022 (the “Interim Date”), and (iii) completely remove the Borland Cabin from the Property and complete the Restoration not later than July 1, 2022 (the “Completion Date”). Between the Commencement Date and the Completion Date, Purchaser may store the Borland Cabin, or its component parts, within the “Staging Areas” within the Property generally depicted on **Exhibit F**. If Purchaser fails to (i) commence removal of the Borland Cabin from the Property on or before the Commencement Date, (ii) completely remove the Borland Cabin from its current location on or before the Interim Date, or (iii) completely remove the Borland Cabin from the Property on or before the Completion Date, then Purchaser acknowledges that (a) each such failure will cause substantial interference with Seller’s efforts to timely construct the New Facility, (b) each such failure will be deemed an abandonment by Purchaser of the Borland Cabin (or any portion remaining on the Property or the Staging Areas, as the case may be), and (c) the presence of the Borland Cabin on the Property will be deemed a trespass, and accordingly Seller may demolish, remove, and dispose of, the Borland Cabin, and any of its component parts, in any manner that Seller deems fit.

d. Construction Access. Contractor may access the Property to perform the Work only via and within the “Construction Access” generally depicted on **Exhibit F**.

e. Prevailing Wage. In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., Purchaser shall cause Contractor to pay not less than the prevailing rate of wages for the performance of the Work.

f. Insurance. Purchaser (if it performs any part of the Work) shall, and shall cause Contractor to (in Purchaser’s contract with Contractor to perform the Work, which contract is subject to Seller’s review), maintain, at all times during the Work, the insurance coverages and minimum limits set forth in this Section 5.f. All insurance policies shall be issued from insurance companies holding at least an “A5” or better rating as rated by A.M. Best Company.

A. Worker’s Compensation and Employer’s Liability with limits 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 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.

C. Comprehensive General Liability: If such CGL insurance contains a general aggregate limit, it shall apply separately to this project. With coverage written on an "occurrence" basis with limits no 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

▪ Products/Completed Operations (to be maintained for two years following Final Payment)

▪ Independent Vendors

▪ Personal Injury (with Employment Exclusion deleted)

▪ Broad Form Property Damage Endorsement

▪ Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

▪ Bodily Injury and Property Damage "X", "C", and "U" exclusions shall be deleted

Railroad exclusions shall be deleted if the Property is within 50 feet of any railroad tracks.

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 over 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. Deductible. Each policy shall have a deductible or self-insured retention of not more than \$10,000.00.

F. Seller as Additional Insured. Seller shall be named as an Additional Insured on the following policies:

▪ Comprehensive Motor Vehicle Liability

▪ Comprehensive General Liability

The Additional Insured endorsement shall identify Seller as follows:

Lake County Forest Preserve District (Owner)

G. Evidence of Insurance. Purchaser (if it performs any part of the Work) shall, and shall cause Contractor to (in Purchaser's contract with Contractor to perform the Work, which contract is subject to Seller's review), furnish Seller with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Failure of Seller to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Seller to identify a deficiency from evidence that is provided shall not be construed as a waiver of Purchaser and/or Contractor's obligation to maintain such insurance. Seller shall have the right, but not the obligation, to prohibit Purchaser and Contractor from performing any Work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Seller. Failure to maintain the required insurance may result in termination of this Agreement at Seller's option, in which case the Borland Cabin will be deemed abandoned by Purchaser and a trespass and, accordingly, Seller may demolish, remove, and dispose of, the Borland Cabin, and any of its component parts, in any manner that Seller deems fit. Purchaser shall provide certified copies of all insurance policies required above within ten (10) days after Seller's written request for said copies.

K. Owner's and Contractor's Protective Liability Insurance (required if hiring sub-contractors). Contractor, at its sole cost and expense, shall purchase this insurance in the name of Seller with a combined single limit for bodily injury and property damage of not less than \$1,000,000.

g. Indemnification. Purchaser (if it performs any part of the Work) shall, and shall cause Contractor to (in Purchaser's contract with Contractor to perform the Work, which contract is subject to Seller's review), protect, indemnify, hold and save harmless, and defend Purchaser and its officers, employees, volunteers, and agents against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the officers, employees, volunteers, agents, independent contractors, or subcontractors of Seller, on account of personal injuries or death, or damages to property occurring, growing out of, incidental to, or resulting directly or indirectly from the Work.

6. Default. If a Party fails to perform its obligations under this Agreement, the other Party will have any and all rights and remedies available to it at law or equity.

7. Casualty and Condemnation. The risk of loss due to fire, other casualty, or condemnation remains with Seller until Closing and will transfer to Purchaser upon Closing. If, prior to Closing, any such loss occurs, or any condemnation action is filed, then Purchaser may terminate this Agreement, in which case neither Purchaser nor Seller shall have any further liability hereunder,

unless Purchaser's acts or omissions related to such loss or action violate its obligations under this Agreement.

8. Purchaser's Representations and Warranties. Purchaser represents and warrants that:

- (i) it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986,
- (ii) it is not barred by law from contracting with Seller or with any unit of state or local government,
- (iii) it (or its Contractor) has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Purchaser to complete and perform the Work in accordance with this Agreement.

10. Brokers. Purchaser and Seller each represent to the other that no broker has been the procuring cause of or has otherwise represented it in this transaction. Each Party agrees to indemnify and hold the other party harmless from any breach by it of the foregoing representation.

11. Notices. All notices required herein shall be in writing and sent by personal delivery, by commercial overnight air courier, or by email (if confirmed by delivery in person or by overnight air courier) to the following addresses (or to such other or additional parties and addresses as either Seller or Purchaser may subsequently designate by notice):

If to Seller: Lake County Forest Preserve District
1899 West Winchester Road
Libertyville, IL 60048
Attn.: Gregory Walenter
Email: gwalenter@lcfpd.org

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

If to Purchaser: Mark S. Miller
17836 W. Cheyenne Ct.
Grayslake IL 60030
(224) 944-4072
bestmouser@yahoo.com

Purchaser's Contact Person: Michael Falco
(847) 571-4768
mfalco94@gmail.com

The requirements of this section will not invalidate a notice that is actually and timely received.

[Signature Page Follows]

The undersigned acknowledge that, after this Agreement is approved in accordance with applicable laws, this Agreement will become effective as of the Effective Date.

Purchaser:

By: MJM
Name: Mark Miller
Title: private individual

Attest/Witness:
By: Michael Falco
Name: MICHAEL FALCO
Title: HELPER

Seller:
Lake County Forest Preserve District


By: _____
Name: Angelo D. Kyle
Title: President

Attest:
By: _____
Name: Julie Gragnani
Title: Board Secretary

Exhibit A
Location of the Borland Cabin within the Property

Exhibit A

Legend

 Edward L. Ryerson Conservation Area


 Borland Cabin



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

 Feet
 0 40 80 160

2020 Aerial Photo

Map Prepared 8 March 2022



Exhibit B

Purchaser's Proposed Uses of the Borland Cabin (use additional pages if necessary)

1. Identify Purchaser's proposed use(s) of the Borland Cabin.

I intend to move to Sugar Tree, Tennessee (Zip Code 38380) to live in and reassemble as originally assembled. I am retiring and intend to live there for a long time.

2. Identify the proposed duration of Purchaser's proposed use(s).

Primary residence and historic site.

3. Explain why Purchaser's proposed use(s) are consistent with the current listing of the Borland Cabin on the National Register of Historic Places.

I have been a visitor of Ryerson Forest Preserve since I was a child. I have seen horses born and other animals and will always keep this.

4. State whether Purchaser intends to, and is able to, (a) move, relocate, and rehabilitate the Borland Cabin in accordance with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Buildings (the "Standards") (codified in 36 CFR 67, available at <https://www.nps.gov/tps/standards/rehabilitation/rehab/stand.htm>) and (b) in doing so, work with the Illinois State Historic Preservation Office regarding the application of the Standards.

This structure will be moved to Decatur County, Tennessee and reconstructed exactly as I remember it per inspection allowed in person.

5. State whether Purchaser is willing to (a) provide public access to the Borland Cabin in its new location for educational purposes or (b) with assistance from Seller, provide public access to photographic, video, or internet materials that highlight the history of the Borland Cabin, its connection to the Property, and its historic and cultural significance.

I am willing to give access to pictures for five years after construction. After construction for five years after from construction, or more than five. On or about summer 2023, outside only.

6. Explain why Purchaser's offer, including its intended use, is in the best interests of the District.

The structure will be reassembled as is and appreciated by someone who has seen it for over 50 years.

Exhibit C

Purchaser's Proposed Additional Consideration for the Borland Cabin

List any consideration, in addition to the Purchase Price, that Purchaser proposes to pay or provide to Seller for the Borland Cabin:

I don't have much money to pay for the cabin. However, I can disassemble it in a timely manner, meeting deadlines. Also have equipment, ways and means to make the project happen. And move offsite and transport. Picture and proof of equipment available. I have been a local and have seen these buildings since I was a child, nobody would show the Borland Cabin more respect. I really want this cabin. The new location will be in the woods walking distance to the Tennessee River near Kentucky Lake.

Exhibit D

Form of Bill of Sale

Bill of Sale

This Bill of Sale (this "**Bill of Sale**") is made and entered into by **Lake County Forest Preserve District**, a body politic and corporate organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/0.001 et seq. ("**Seller**"), to _____, a _____ ("**Purchaser**"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Seller hereby sells, transfers, assigns, and conveys to Purchaser the "Cabin" defined in that certain "Purchase and Sale Agreement (Borland Cabin)" between Purchaser and Seller, dated April 12, 2022, in its "as is" condition, with no covenant, representation, or warranty concerning the Borland Cabin, its condition, or its title.

2. Without limiting paragraph 1 above, the Borland Cabin is conveyed by Seller and accepted by Purchaser **AS IS, WHERE IS, AND WITHOUT ANY WARRANTIES OF WHATSOEVER NATURE, EXPRESS, IMPLIED, OR STATUTORY, IT BEING THE INTENTION OF SELLER AND PURCHASER EXPRESSLY TO NEGATE AND EXCLUDE ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY CONVEYED HEREUNDER, OR BY ANY SAMPLE OR MODEL THEREOF, AND ALL OTHER WARRANTIES WHATSOEVER CONTAINED IN OR CREATED BY THE UNIFORM COMMERCIAL CODE OR ANY OTHER LAW.**

[Signature page follows.]

IN WITNESS WHEREOF, this Bill of Sale is executed as of _____, 2022.

SELLER:

Lake County Forest Preserve District

By: _____

Name: Angelo D. Kyle

Title: President

Attest:

By: _____

Name: Julie Gragnani

Title: Board Secretary

PURCHASER:

By: _____

Name: Mariz Miller

Title: private individual

Attest:

By: _____

Name: MICHAEL FAICO

Title: HELPER

Exhibit E
Special Project Requirements

1. Construction Limits. Purchaser shall work within the construction limits indicated on Exhibit F and marked in the field by Seller. Seller reserves the right to alter the construction limits to avoid damage to environmentally sensitive areas. Purchaser may maintain uncovered storage and construction parking only in the Staging Areas identified on Exhibit F.

2. Other Contracts. Seller may have separate contracts with other contractors for work on the Property in force at the same time that this Agreement is effective. Purchaser shall schedule the Work to accommodate this other work and will cooperate with such other contractors.

3. Utilities. Seller is not required to provide any utility services. Purchaser shall provide, and pay all costs for, necessary temporary electrical, heat, sanitary sewer, and water hook-ups.

4. Site Access. If dirt and debris are tracked onto adjacent public streets or highways or Seller's trails, drives, parking areas or other property Purchaser shall thoroughly clean the pavement by 3:00 p.m. each workday or as often as required by Seller. If any municipality or public agency, including Seller, is called to clean the pavement, all resulting expenses shall be paid by the Purchaser. Purchaser shall fill with gravel any large ruts in the Construction Access caused by construction traffic. Purchaser shall maintain the Construction Access and all roads, parking lots, and other areas within the Property used by Purchaser in an open, safe, and accessible condition for public use at all times during the Work.

5. Construction Noise. To minimize the effect of construction noise within and in the area surrounding the Property, Purchaser shall comply, and cause its Contractor to comply, with the following requirements:

- a. All engines and engine-driven equipment used for hauling or construction shall be (i) equipped with an adequate residential rated muffler in constant operation and (ii) properly maintained to prevent excessive or unusual noise.
- b. Any machine or device or part thereof, which is regulated by or becomes regulated by government noise standards shall conform to those standards.

6. Existing Utilities. Purchaser (a) shall familiarize itself with the location of all utilities and structures that may be found in the vicinity of the Work and (b) assumes responsibility for all utilities. If any damages occur to utilities because of Purchaser's acts or omissions, Purchaser shall repair such damages, at its expense, in a manner acceptable to Seller. The Purchaser shall notify all utility companies of its construction schedule and coordinate construction operations with the utility companies so that relocation of utility lines and structures may proceed in an orderly manner.

7. Site Restoration. Upon completion of the Work, Purchaser shall (a) remove all debris and excess materials from the Property; and (b) smooth over, restore, fine grade, and seed with seed mix approved by Seller or (with IDOT Class I grass seed mix and North American Green S75BN straw blanket) any portion of the Staging Areas used by Purchaser to ensure positive drainage in a

manner acceptable to the Seller. Purchaser shall take all necessary and reasonable precautions to prevent any damage to existing trees, foliage, plant materials, wetlands, structures, roads, parking lots, trails, turf areas, finished topsoil areas, and other property of Seller, the public, or private entities. Any such area disturbed by Purchaser shall be restored to its original condition by Purchaser and at Purchaser's expense. The opinion of Seller shall be final in determining acceptability of restored areas.

8. Protection and Care of Trees. Except as authorized by Seller in writing, Purchaser shall not damage, cut, prune, transplant, or remove any tree; attach any rope, wire, nail, or other object to any tree; allow any substance or equipment to contact any tree or the soil located within the dripline of any tree; impair normal surface drainage around any tree; or allow any fire to burn which will injure any tree or act in any way to affect the vigor or appearance of any tree.

9. Protection of Streams, Lakes, Reservoirs. Purchaser shall provide adequate planning and supervision during the Work for implementing construction methods, processes, and clean-up procedures necessary to prevent water pollution and to control erosion. If spoil material is excavated, dredged or otherwise produced out of a waterway, Purchaser shall not return or discharge such material to the waterway or any other body of water (unless discharge has been approved in accordance with applicable laws), but shall deposit it in a self-contained area in compliance with all applicable laws. Purchaser shall perform all backfilling with clean material and in a manner to prevent violation of applicable water quality standards. If Seller determines that a portion of the Property has a high potential for erosion, Seller may limit the times during which such areas can be exposed to construction. Purchaser shall construct erosion control features concurrently with other work as directed by Seller. Purchaser shall undertake. Purchaser shall implement erosion control measures consistent with the "Standard and Specifications for Soil Erosion and Sediment Control" (IEPA/WPC/87-012) and other measures and procedures as are necessary to reduce erosion during construction, including interim measures to prevent erosion during construction including the installation of staked straw bales, sedimentation basins, silt fences, and temporary mulching.

10. Approved Schedule. Purchaser shall submit to Seller within ten (10) days after the execution of this Agreement, a detailed schedule of the Work showing the time of beginning and completion for at least every major component of the Work. Such schedule shall logically and realistically relate the performance of each component of the Work to each other component of the Work and to the whole of the Work so as to demonstrate that sufficient time has been allowed for the completion of each component without interference or delay from or to any other component. The schedule shall demonstrate Purchaser's ability to comply with the requirements of the Agreement. If Purchaser submits a schedule that does not comply with this Agreement, Seller shall return a copy of the schedule to Purchaser with such non-compliance noted and Purchaser shall submit a revised schedule to Seller within two (2) business days. If, and when, the schedule so submitted or resubmitted complies with this Agreement, Seller shall return a copy of the schedule to the Purchaser with no exceptions noted ("Approved Schedule"). Seller may require the Approved Schedule to be revised or updated as frequently as Seller may deem necessary to ensure the timely completion of the Work and compliance with this Agreement.

Exhibit F

Construction Limits, Construction Access, and Staging Areas

Exhibit F

Legend

-  Borland Cabin
-  Construction Limits
-  Staging Areas
-  Construction Access



Lake County Forest Preserves
 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



2020, Aerial Photo

Map Prepared 8 March 2022

