



DATE: April 3, 2023

MEMO TO: Paras Parekh, Chair
Planning Committee

Gina Roberts, Chair
Finance Committee

FROM: Pati Vitt
Director of Natural Resources

RECOMMENDATION: Recommend approval of an Ordinance approving a License Agreement with Audubon Great Lakes to operate a Motus Bird Monitoring Station at Greenbelt Forest Preserve.

STRATEGIC DIRECTIONS SUPPORTED Leadership; Conservation; Communication, Education and Outreach

FINANCIAL DATA: There is no financial impact.

BACKGROUND: Many bird species are experiencing a decline in their numbers. A recent report of the Bird Conservation Network (BCN) highlighted the plight of grassland and shrubland bird species in particular. Bobolinks, Savannah Sparrows, and Willow Flycatchers are among those species whose numbers have fallen. Data for other iconic species, including Bell's Vireo and Clay Colored Sparrows, is lacking so population trends for these species cannot be estimated. Much of what we know about bird populations is estimated from volunteer-collected data that include Christmas Bird Counts and other field sightings that are reported to eBird, or by Breeding Bird Surveys conducted throughout our region using standardized field protocols. These methods provide single "snapshots" of individual sightings of birds from one place at one time, but do not provide insight into migratory patterns over space and time.

Every spring and fall millions of birds migrate through our region, guided by the shoreline of Lake Michigan. Dubbed the Lake Michigan Flyway, this route is used by more than 300 songbirds as well as other migrating species. Habitat found across District preserves provides important resources for these birds along their journey. Greenbelt Forest Preserve is within the Lake Michigan watershed, sits along the Lake Michigan Flyway and provides a diverse mosaic of habitats and plant communities, allowing for different habitat matrix requirements for birds (food and roosting resources) that are heavily utilized during the migration. Audubon Great Lakes proposes to take advantage of Greenbelt Forest Preserve's proximity to Lake Michigan by operating a Motus automated radio telemetry receiver on the roof of the Greenbelt Cultural Center that would be installed by District staff.

The Motus Wildlife Tracking System is an international network of researchers that simultaneously track hundreds of individual birds, bats and even insects. Motus is the world's largest collaborative

automated radio telemetry array, collecting data from tagged birds as they fly near towers. Data collected includes the species, the location, and the date. As many birds migrate during the night, when accurate visual observations are difficult, Motus towers collect data previously unavailable using traditional data collection methods. In addition, data from Motus installations are shared across a network of collaborators. Therefore, operating a Motus tower at Greenbelt Cultural Center will provide detailed information on the migration patterns of the Lake Michigan Flyway as well as new insights into the population trends of many bird species.

Audubon Great Lakes has acquired funds to install several Motus towers across the region and has identified Greenbelt Forest Preserve as an ideal location for a receiver. Operation of a Motus receiver at Greenbelt will take advantage of the preserve's location along the Flyway and fill in gaps in the existing network of towers across the region. Audubon will cooperate with District staff during the installation of the tower and will be solely responsible for data retrieval and curation. Under the proposed License Agreement, Audubon would share with the District the data that Audubon obtains through use of the Motus receiver on the roof of the Greenbelt Cultural Center.

There are no direct costs to the District to house the Motus tower at Greenbelt, although Operations personnel will install the Motus tower. The attached ordinance and License Agreement, if approved by the Board, would grant a license to Audubon to operate the tower and Motus receiver as described above.

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

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR APRIL MEETING
APRIL 12, 2023**

MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **PLANNING COMMITTEE** and **FINANCE COMMITTEE** present herewith “An Ordinance approving a License Agreement with Audubon Great Lakes for Operation of a Motus Bird Monitoring Station at Greenbelt Forest Preserve,” and request its approval.

PLANNING COMMITTEE:

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

FINANCE COMMITTEE:

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

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

**AN ORDINANCE RESOLUTION APPROVING A LICENSE AGREEMENT
WITH AUDUBON GREAT LAKES FOR OPERATION OF
A MOTUS BIRD MONITORING STATION AT GREENBELT FOREST PRESERVE**

WHEREAS, the Lake County Forest Preserve District (the “District”) owns certain real property that is commonly known as Greenbelt Forest Preserve (the “Property”); and

WHEREAS, Audubon Great Lakes has requested that the District enter into a license agreement with Audubon Great Lakes to allow Audubon Great Lakes to operate a Motus Bird Monitoring Station, to be installed by the District, at the Property in substantially the form attached hereto (the “License Agreement”); and

WHEREAS, pursuant to Section 7b of the Downstate Forest Preserve District Act (70 ILCS 805/7b), the Board of Commissioners of the District may by ordinance issue licenses for any activity reasonably connected with the purpose for which the District has been created; and

WHEREAS, the use of the Property under the License Agreement, to operate a Motus Bird Monitoring Station, is an activity that is reasonably connected with the purposes for which the District has been created, including the protection and preservation of the flora and fauna within the District; and

WHEREAS, it is in the best interest of the District to enter into the License Agreement with Audubon Great Lakes in substantially the form attached hereto;

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.

Section 3: Execution of License Agreement. The President and Secretary of the District are hereby authorized and directed to execute and attest to the License Agreement, in substantially the form attached hereto.

Section 4: Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this _____ day of _____, 2023

AYES:

NAYS:

APPROVED this _____ day of _____, 2023

Angelo D. Kyle, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary

Exhibit No. _____

**LICENSE AGREEMENT
BY AND BETWEEN
LAKE COUNTY FOREST PRESERVE DISTRICT AND
NATIONAL AUDUBON SOCIETY, INC. / AUDUBON GREAT LAKES**

This License Agreement (this “Agreement”) is made as of the ____ day of _____, 2023 (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 **NATIONAL AUDUBON SOCIETY, INC.**, A New York not-for-profit corporation, through its **AUDUBON GREAT LAKES** division with its principal office located at _____ (collectively, 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 that certain parcel of land commonly known as Greenbelt Forest Preserve, which is generally depicted on Exhibit A (the “Subject Property”).

B. Licensee operates the Great Lakes regional office of the National Audubon Society and manages conservation work throughout the region to protect and improve habitat critical to birds during their migration and nesting cycles and to build networks of volunteers and advocates for the natural environment.

C. Licensee desires to operate, use, and maintain a Motus wildlife tracking tower and related equipment as further described and depicted on Exhibit B to this Agreement (collectively, the “Motus System”) on a portion of the roof of the Greenbelt Cultural Center building (“Building”) located on the Subject Property. The approximate location upon the roof of the Building that will be used for the Motus System is generally depicted as a red circle on Exhibit C and is referred to herein as the “Licensed Premises.” Licensee’s use, operation, and maintenance of the Motus System upon the Licensed Premises pursuant to this Agreement is referred to in this Agreement as the “Project.” Motus is an international, collaborative wildlife tracking and research network that uses a coordinated array of towers and antennas to track the movement and behavior of birds and other small flying organisms affixed with small radio transmitters. The Project is intended to facilitate landscape-scale research and education on the ecology and conservation of migratory animals. In particular, the Motus System will enable Licensee to acquire data on the migratory habits of birds.

D. The District and Licensee have identified the Subject Property as a location where installation and use of the Motus System would provide important data and further migratory science, which is of value to the District, Licensee, and the general public for purposes of enhancing conservation efforts and increasing knowledge about birds and other wildlife.

E. The District desires to allow Licensee to use the Licensed Premises for the Project, in accordance with this Agreement.

SECTION 2. LICENSE GRANTED; TERM; LIMITATION OF INTEREST. The District hereby grants to Licensee, and Licensee hereby accepts from the District, a license to allow Licensee to use the Licensed Premises for the Project (the “License”) for a term of five (5) years, beginning on the Effective Date and ending on the fifth (5th) anniversary of the Effective Date (the “Initial Term”), and for any “Renewal Period” defined in, and exercised by Licensee pursuant to, Section 10 (the Initial Term and any Renewal Period are, collectively, the “Term”). The District shall install the Motus System within the Licensed Premises. The License shall include rights of ingress and egress within the Subject Property and the Building, as provided in Section 5.G. 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 Subject Property itself.

SECTION 3. INTENTIONALLY OMITTED.

SECTION 4. LICENSE FEE AND REIMBURSEMENT. The Licensee shall pay the District a one-time monetary fee of \$ 0.00 for the License (“License Fee”). Licensee shall pay the License Fee upon District approval of this Agreement and shall send the License Fee to the District address identified in Section 21. Licensee shall also reimburse the District,

promptly upon written notice thereof, for all costs and expenses incurred by the District related to the Project or this Agreement, including without limitation costs related to legal fees, expenses, inspection expenses, and the value of time spent by staff related to the Project (“District-Incurred Costs”). Licensee acknowledges that such costs and expenses may be incurred by the District throughout the term of the License.

SECTION 5. USE OF THE LICENSED PREMISES.

A. Installation, Maintenance, Repair, or Replacement of Motus System; Plans. All work performed by or on behalf of Licensee relating to the Project and the Motus System, including any maintenance, repair, or replacement work during the Term (the “Work”), shall be conducted in a good and workmanlike manner by qualified employees of Licensee or by a qualified contractor engaged by Licensee that has satisfied the insurance requirements of Section 9 and the other requirements of Section 16 (a “Contractor”) , at Licensee’s sole cost and expense. Licensee shall, at its sole cost, maintain the Motus System at all times during the Term in a condition that is good, safe, sanitary, attractive, and operational (excluding temporary periods of non-operation due to maintenance, repairs, seasonal conditions, or similar reasons). Licensee shall specify and provide all equipment and materials necessary for installation, operation, maintenance, repair, or replacement of the Motus System. Any major repair or replacement work conducted within the Licensed Premises shall comply with plans approved in advance in writing by the District’s Executive Director or his designee (“Plans”), and with all applicable federal, state and local laws, statutes, ordinances, rules and regulations (“Applicable Laws”). Pictures depicting examples of a Motus System are attached as Exhibit B. Any work that involves replacement or alteration of structural components of the Motus System, or that involves installation or removal of any components that are directly attached to the Building, shall be deemed major repair or replacement work under this Section. The Licensee shall not, and shall cause its employees and Contractors not to, store vehicles, equipment, materials or supplies on or under the Licensed Premises or Subject Property other than those immediately necessary for the Project. Upon notice from the District, Licensee shall, and shall cause its employees and Contractors to, utilize such construction methods as the District may deem necessary or desirable to protect the Licensed Premises or other property, which measures may, in the District’s discretion be different, and more restrictive, than those measures, if any, provided in the Plans. Without limiting any other provision of this Agreement, the District’s Executive Director is not required to approve Plans for any work that would, or that poses a reasonable risk of, voiding any warranty for the Building’s roof or any other warranty.

B. Seasonal Evaluation. The Motus System shall be design for year-round use. However, Licensee will regularly monitor and assess the Motus System in relation to seasonal and weather conditions, and may temporarily disassemble and store the Motus System, in whole or part, to prevent damage during winter weather conditions or storms. Licensee shall provide reasonable notice to the District prior to undertaking any such disassembly or reassembly work upon the Licensed Premises. Licensee shall be solely responsible for removing disassembled components of the Motus System from the Subject Property, all at Licensee’s sole cost.

C. Electrical Supply; Data Services. Licensee may connect the Motus System to the existing electrical supply serving the Building. If any additional improvements are required, all electrical work shall be performed by a licensed electrician in compliance with approved Plans. If suitable electrical connections cannot be made, then Licensee shall be responsible for installing an alternate power source for the Motus System, such as solar cells or batteries. Licensee shall be solely responsible, at its own cost, for providing any and all internet or data services and equipment necessary for operation of the Motus System.

D. Data. Licensee will make available to the District data obtained through use of the Motus System in accordance with policies established by Bird Studies Canada for the Motus program. Licensee will provide relevant updates to the District’s designated personnel regarding data collected from the Motus System.

E. Access. The District may specify reasonable means, routes, times, and other parameters for access to the Licensed Premises and ingress and egress over and within the Subject Property, including the Building, by Licensee and its employees and Contractors. Such parameters may include, at the District’s discretion, requiring execution of waivers or similar documentation. Additionally, Licensee shall contact the District at least 24 hours in advance to coordinate access to any areas of the Licensed Premises or the Subject Property that are not generally accessible to the general public. The District shall provide Licensee with contact information for purposes of making such access requests. The District shall cooperate with Licensee to secure the Licensed Premises and restrict access to the Motus System in accordance with the District’s existing security practices. Notwithstanding the foregoing, the District shall have no liability or responsibility for loss of or damage to the Motus System as a result of unauthorized access by third parties, theft, vandalism, or other casualty.

F. District's Retained Rights. The District shall have and retain all rights to use and occupy the Licensed Premises, and the Project shall not unreasonably interfere with the District's use and occupancy of the Licensed Premises or the Subject Property, including use of any other electronic or radio transmission systems.

G. Prohibited Uses. Licensee shall not use, and shall not allow to be used, the Licensed Premises or any other portion of the Subject Property (i) for any purpose other than the Project, (ii) for any unlawful purpose, or (iii) in any manner that will unreasonably disturb visitors to the Licensed Premises or the Subject Property or other members of the public.

SECTION 6. RESTORATION AND DELIVERY UPON EXPIRATION.

A. Restoration. In the event that the Project damages or causes any adverse impact to the Licensed Premises, the Subject Property, or any other property owned by the District, the Licensee shall cause its Contractor to restore such property to a condition at least as good as or better than its condition 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, as applicable and without limitation: (a) restoration of any Building components and any and all other improvements (including without limitation fences, roads, trails, paths, pavement, plantings, or landscaping) that are damaged or removed; (b) replacement and grading of any and all topsoil removed; and (c) replacement of any and all sod removed with sod of like quality.

B. Delivery of Licensed Premises upon Expiration. At the expiration of the Term, or the earlier termination of this Agreement, Licensee shall completely remove the Motus System from the Subject Property and deliver the Licensed Premises to the District in a condition that is as good as or better than the condition of the Licensed Premises as of the Effective Date of the Original License Agreement, ordinary wear and tear excepted. Unless otherwise agreed by the parties in writing, the Motus System shall be and remain the personal property of Licensee.

SECTION 7. HAZARDOUS MATERIALS. Licensee (i) with respect to the Project and its use of the License and the Licensed Premises and Subject Property, shall, and shall cause its Contractor to, comply with all 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 cause its Contractor not 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 Premises or any other District property.

SECTION 8. LIMITATION OF LIABILITY. The District shall not be liable or responsible for any damage arising from or related to Licensee's failure to properly perform any work associated with the Project.

SECTION 9. INSURANCE. Licensee shall at all times during the Term maintain and shall cause any Contractor to maintain at any time that the Contractor is using the License or is present on the Licensed Premises or Subject Property, the insurance coverages and minimum limits set forth in this Section 9. 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 (except worker's compensation) shall name the District as an additional insured using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage.

A. Worker's Compensation and Employer's Liability. Contractor 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: Contractor 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.
- All CGL insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the District.

C. Comprehensive Motor Vehicle Liability: Contractor 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 9.

SECTION 10. RENEWAL. If (i) Licensee has substantially complied with its obligations under this Agreement during the Term; (ii) Licensee is not in Default of this Agreement under Section 12 below; and (iii) the District has not given Licensee a notice of termination at least sixty (60) days prior to expiration of the Initial Term or any Renewal Period, as applicable, then Licensee may renew the Term, upon the terms and conditions contained herein, for up to five (5) additional, consecutive Renewal Periods of one (1) year each by providing the District with written notice of such intent not less than thirty (30) days before the expiration of the Term. If Licensee fails to timely provide the District with such written notice, then Licensee will have no renewal rights, the parties acknowledging that time is of the essence with respect to Licensee’s delivery of such notice.

SECTION 11. COMPLIANCE WITH LAWS. The Licensee shall use the Licensed Premises and Subject Property only in compliance with all Applicable Laws, including, without limitation, the “Ordinance Regarding Licenses and Easements of the Lake County Forest Preserve District,” approved December 10, 2019, as amended from time to time, and shall obtain any permits, licenses, easements, grants, or any other permission that may be required for the Project.

SECTION 12. TERMINATION.

A. District’s Right to Terminate for Convenience. The District may terminate Agreement for any reason by giving Licensee a notice of termination at least sixty (60) days prior to expiration of the Initial Term or any Renewal Period.

B. 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 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.

C. Reversion of Rights. If this Agreement is terminated, 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 Premises in any manner whatsoever. Licensee’s obligations to remove the Motus System and restore the Licensed Premises and Subject Property shall survive any termination of this Agreement.

SECTION 13. INDEMNIFICATION. Except to the extent attributable to the sole negligence, or to the 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 Premises or the Subject Property by Licensee (collectively, “Claims”).

SECTION 14. ENTRY. The District, including its commissioners, officers, agents, attorneys and employees, may at any reasonable time enter the Licensed Premises to inspect and to ensure compliance with this Agreement.

SECTION 15. TIME OF ESSENCE. Time is of the essence in the performance of all of the obligations of this Agreement.

SECTION 16. 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 Premises or any part thereof or (ii) assign this Agreement or any of Licensee's rights or obligations under this Agreement. However, Licensee may allow its Contractors to use the License granted by this Agreement, but only if, prior to such Contractor’s entry upon the Licensed Premises, such Contractor has agreed in writing to comply with all of Licensee’s obligations under this Agreement, in a form approved by the District’s Executive Director, in his or her sole discretion and has provided proof that the Contractor has satisfied the insurance requirements of Section 9.

SECTION 17. 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.

SECTION 18. ENFORCEMENT COSTS. 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.

SECTION 19. 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 Premises. No prior agreement or understanding pertaining to any such matter or activity shall be effective for any purpose.

SECTION 20. 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 of this Agreement.

SECTION 21. 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:

National Audubon Society
225 Varick St.
New York, NY 10014
ATTN: General Counsel
contracts@audubon.org

With a copy to:

Audubon Great Lakes
125 S Wacker Dr., Ste 2125
Chicago IL 60606

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 22. NO THIRD-PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any third-party person or entity or to acknowledge, establish, or impose any legal duty with respect to any third party.

[SIGNATURE PAGE TO FOLLOW]

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

**NATIONAL AUDUBON SOCIETY, INC.
By: AUDUBON GREAT LAKES**

By: _____
Name: _____
Title: _____

Date: _____

WITNESS:

By: _____
Name: _____
Title: _____

Date: _____

LAKE COUNTY FOREST PRESERVE DISTRICT

By: _____
Angelo D. Kyle
President

Date: _____

ATTEST:

By: _____
Julie Gragnani
Board Secretary

Date: _____

EXHIBIT A

General Depiction of the Subject Property and Building

Proposed Location of Audubon Great Lakes Motus Tower



Disclaimer: Property Boundaries and other data provided is for general information only and not for commercial purposes. The District provides this data for the user's exclusive use only. Any re-use, transmission, duplication, or distribution without the permission of the District is prohibited. Map sources include: Lake County GIS Division | Basemap: 2022 Aerial

 **Lake County
Forest Preserves**

Map Created on 2/16/2023

0 500 1,000
Feet

N



L
E
G
E
N
D

-  Forest Preserve Boundaries
-  Forest Preserve Property

-  Forest Preserve Easement
-  Red: Band_1

-  Green: Band_2
-  Blue: Band_3

EXHIBIT B

Depiction and Description of Motus System



The proposed tower will be similar to the one depicted here, with the exception of the base of the unit, which will use a non-penetrating roof mount (see picture below).



Non-penetrating roof mount system.



Anticipated view of the tower array from the ground.

EXHIBIT C

General Depiction of Licensed Premises

Proposed Location of Audubon Great Lakes Motus Tower



Disclaimer: Property Boundaries and other data provided is for general information only and not for commercial purposes. The District provides this data for the user's exclusive use only. Any re-use, transmission, duplication, or distribution without the permission of the District is prohibited. Map sources include: Lake County GIS Division | Basemap: 2022 Aerial

 **Lake County
Forest Preserves**
Map Created on 2/16/2023

0 20 40
Feet

N

L
E
G
E
N
D

Forest Preserve
Boundaries

Green: Band_2

Blue: Band_3

Red: Band_1