

General Offices 1899 West Winchester Road Libertyville, Illinois 60048 847-367-6640 • Fax: 847-367-6649 www.LCFPD.org

Agenda Item # 10.3

DATE:

August 28, 2023

MEMO TO:

Paras Parekh, Chair

Planning Committee

FROM:

Randall L. Seebach

Director of Planning and Land Preservation

RECOMMENDATION: Recommend approval of a Resolution approving a License Agreement with the City of Highland Park for use of its 20-space parking lot at the east end of Walker Avenue, adjacent to the Openlands Lakeshore Preserve at Fort Sheridan Forest Preserve.

STRATEGIC DIRECTIONS SUPPORTED: Public Access and Connections, Organizational Sustainability.

<u>FINANCIAL DATA</u>: The District is not required to pay a license fee for this License Agreement, but the District will have maintenance and repair obligations for the upkeep of the parking lot.

BACKGROUND: In 2018, Openlands entered into a license agreement with the City of Highland Park under which Openlands was allowed to use the City's parking lot at the east end of Walker Avenue to serve the Openlands Lakeshore Preserve (the "Preserve"). That license agreement expired December 31, 2022, and was not renewed because Openlands closed the Preserve to the public.

With the District expected to take title to the Preserve in the near future, staff recommends that the District enter into a new license agreement with the City that will allow users of the Preserve to use the parking lot. Public use of the Preserve is expected to be extensive and parking in the area is limited. The Patten Road parking lot within the Preserve contains only eight parking spaces, including one reserved (accessible) parking space. The only other nearby parking potentially available to the Preserve is an "informal" parking lot at the east end of Westover Road owned by the Federal Government, located at the west pedestrian gate accessing Bartlett Ravine. While it appears that Preserve users have used this lot, District staff has found no existing agreement or other right authorizing users of the Preserve to use that parking lot. Staff believes that the District has a distinct need for parking to serve the Preserve.

The new license agreement attached to the attached resolution is expected to be approved by the City on September 11, 2023, the day before the District Board's September 12, 2023 meeting. The license would remain in effect until December 31, 2028, with four automatic five-year renewals to keep the agreement active until the end of 2048.

The parking lot currently includes a total of 20 parking spaces, two of which are reserved for accessible use. The two reserved parking spaces are east of the intersection of Walker Avenue and Oak Street, west of a gate. The remaining 18 spaces are located just east of a gate that will require daily opening and closing.

REVIEW BY OTHERS: Executive Director, Chief Operations Officer, Director of Finance, Manager of Board Operations, and Corporate Counsel.

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

BOARD OF COMMISSIONERS LAKE COUNTY FOREST PRESERVE DISTRICT REGULAR SEPTEMBER MEETING SEPTEMBER 13, 2023

MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **PLANNING COMMITTEE** presents herewith "A Resolution Approving a Parking Lot License Agreement with the City of Highland Park for Openlands Lakeshore Preserve at Fort Sheridan Forest Preserve," and requests its approval.

PLANNING	COMMITTEE:
-----------------	-------------------

Date: 8-28-2023	Roll Call Vote: Ayes: Nays:
	☐ Voice Vote Majority Ayes; Nays: O

LAKE COUNTY FOREST PRESERVE DISTRICT LAKE COUNTY, ILLINOIS

A RESOLUTION APPROVING A PARKING LOT LICENSE AGREEMENT WITH THE CITY OF HIGHLAND PARK FOR OPENLANDS LAKESHORE PRESERVE AT FORT SHERIDAN FOREST PRESERVE

WHEREAS, the Lake County Forest Preserve District (the "District") owns or is under contract to acquire property commonly known as the Openlands Lakeshore Preserve at Fort Sheridan Forest Preserve (the "Property"); and

WHEREAS, the City of Highland Park (the "City") owns a 20-space parking lot at the east end of Walker Avenue, adjacent to the Property; and

WHEREAS, pursuant to Section 3a of the Downstate Forest Preserve District Act, 70 ILCS 805/3a, the District may contract and be contracted with, and acquire and hold real and personal estate necessary for its corporate purposes; and

WHEREAS, it is necessary and desirable for the District's corporate purposes and to better serve the public and grant public access to the Property to enter into a license agreement with the City in substantially the form attached hereto (the "License Agreement"), pursuant to which the District will be allowed to use the Parking Lot for patrons of the Property;

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

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

<u>Section 2:</u> <u>Approval of License Agreement.</u> 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 execute and attest to, on behalf of the District, the License Agreement in substantially the form attached hereto.

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

PASSED this	_ day of	, 2023		
AYES:				
NAYS:	8.5			
APPROVED this	day of	, 2023		40
×				
*			Angelo D. Kyle, Presid Lake County Forest Pre	
ATTEST:				
Julie Gragnani, Secretary Lake County Forest Prese	erve District			2:
Evhibit No				

THIS DOCUMENT
PREPARED BY AND AFTER
RECORDING RETURN TO:

Steven M. Elrod, Esq. Elrod Friedman LLP 325 N. LaSalle St., Ste. 450 Chicago, IL 60654

This Space for Recorder's Use Only

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), dated as of this day of ______, 2023 ("Effective Date"), by and between the CITY OF HIGHLAND PARK, an Illinois home rule municipal corporation ("City"), and the LAKE COUNTY FOREST PRESERVE DISTRICT, a body politic and corporate organized and existing under the Illinois Downstate Forest Preserve District Act, 70 ILCS 805/0.001 et seq. ("Licensee").

NOW THEREFORE, in consideration of the recitals, mutual covenants, and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows:

SECTION 1. RECITALS.

- **A.** The Licensee is the owner of approximately 71.5 acres of real property in and adjacent to the City, which property is used and maintained as the Openlands Lakeshore Preserve within Fort Sheridan Forest Preserve (the "Lakeshore Preserve"). The Lakeshore Preserve is legally described in **Exhibit A** to this Agreement.
- **B.** The Lakeshore Preserve is adjacent to, and immediately north of, the Walker Avenue public right-of-way ("Walker Avenue") that is owned by, and under the jurisdiction of, the City.
- C. Walker Avenue is improved in part with a parking lot consisting of a total of 20 vehicular parking spaces, of which 18 are standard and 2 are ADA-compliant, and landscaping appurtenant thereto ("Parking Lot"), which Parking Lot is depicted in Exhibit B to this Agreement.
- **D.** The Licensee has submitted a request to the City to use and maintain the Parking Lot for vehicular parking for its employees, guests, and invitees.

E. The City and the Licensee desire to enter into this Agreement to set forth their respective rights and responsibilities concerning the use and maintenance of the Parking Lot.

SECTION 2. GRANT OF LICENSE; LIMITATION OF INTEREST.

A. <u>Grant of License</u>. Subject to the terms and conditions set forth in this Agreement, the City hereby grants to the Licensee, and the Licensee hereby accepts, a non-exclusive license, for the benefit of the Lakeshore Preserve, for the use and maintenance of the Parking Lot pursuant to and in strict accordance with the terms and provisions of this Agreement ("*License*").

B. Term.

- 1. <u>Initial Term.</u> The term of this License (the "*Term*") will commence on the Effective Date of this Agreement, and will expire on December 31, 2028.
- 2. <u>Extensions</u>. Provided that the Licensee is not then in default under this Agreement beyond any applicable notice and cure period, and unless terminated by the Licensee by written notice to the City upon not less than 30 days' written notice prior to the commencement of the applicable renewal term, the Agreement shall automatically renew for four additional five-year terms. All of the covenants, conditions and provisions of this Agreement will be applicable to each extension of the Term. If the Licensee terminates the Agreement pursuant to this Section 2.B.2, it must comply with the restoration provisions set forth in Section 8.B of this Agreement.
- C. <u>Limitation of Interest</u>. Except for the License granted pursuant to this Agreement, the Licensee does not have, and will not have, any legal, beneficial, or equitable interest, whether by adverse possession or prescription or otherwise, in the Parking Lot or in Walker Avenue.
- **D.** As-Is, Where-Is. The Licensee hereby accepts the Parking Lot in its condition at the time of the execution of this Agreement, WHERE-IS and AS-IS, and subject to applicable requirements of law. The Licensee acknowledges and agrees that: (i) the City has made no representation or warranty as to the suitability of the Parking Lot for the Licensee's intended purposes; and (ii) except as expressly provided in this Agreement, the City will have no responsibility to maintain the Parking Lot in any particular condition or manner. The Licensee waives any implied warranty that the Parking Lot is or will be suitable for the Licensee's intended purposes.

SECTION 3. USE, OPERATION, AND MAINTENANCE OF THE PARKING LOT.

A. Use.

- 1. <u>Parking Spaces</u>. The parking spaces within the Parking Lot may be used by the Licensee, and its employees, guests, and invitees, at all times.
- 2. <u>Overnight Parking Prohibited</u>. The Licensee may not permit any vehicle to park in the Parking Lot outside the Lakeshore Preserve's operating hours, 6:30 a.m. to Sunset on any day.

- **B.** <u>Installation of Improvements</u>. The Licensee must install and complete all of the following improvements within the Parking Lot, at its sole cost and expense, within 60 days after the Effective Date of this Agreement (except as otherwise provided):
- 1. <u>Knox Box</u>. Installation of a Knox Box on the existing main "Black" gate ("*Gate*") to the Parking Lot, at a specific location to be approved in advance by the City Fire Chief in his or her sole discretion.
- 2. <u>Parking Space Restriping</u>. On or before October 31, 2023, the restriping of the parking spaces within the Parking Lot, which must include, without limitation, the striping of two ADA-compliant parking spaces west of the Gate in the Parking Lot.
- 3. <u>Signage</u>. Installation of a sign or signs, compliant with all applicable laws, that indicate the hours of operation of the Parking Lot, the prohibition of overnight parking within the Parking Lot, and the reservation of parking spaces (as set forth in Section 3.A of this Agreement).

C. Operation and Maintenance.

- 1. <u>Acknowledgment of Licensee's Obligations</u>. The Licensee acknowledges and agrees that the Licensee, and not the City, is and will be solely responsible for the general maintenance of the Parking Lot, which includes, without limitation: any required repaving and restriping of the Parking Lot; snow plowing; and maintenance of all landscaping, gates, and fencing within the Parking Lot. The Licensee will not be responsible for reconstruction of the roadway on which the Parking Lot is located.
- 2. <u>Maintenance in Proper and Working Condition</u>. The Licensee must keep the Parking Lot at all times in the proper condition for its intended use and in a condition of good repair.
- 3. <u>Compliance with Laws</u>. The Licensee must keep the Parking Lot in compliance at all times with all applicable federal, state and City laws, statutes, codes, ordinances, resolutions, rules, and regulations, as the same have been or may be amended from time to time.
- 4. <u>Compliance with Existing Parking Lot Configuration</u>. Except as expressly provided to the contrary in this Agreement, or as may be approved by the City in accordance with the design review procedures set forth in Chapter 176 of "The Highland Park Code of 1968," as amended, the Licensee must maintain the Parking Lot in substantial compliance with the existing configuration of which a general depiction is attached to this Agreement as **Exhibit C** ("Existing Configuration").
- 5. Operation and Maintenance of the Gate. The Licensee must maintain the Gate within the Parking Lot, along with an appropriate locking mechanism and the Knox Box required pursuant to Section 3.B.1 of this Agreement, in an operable condition at all times. The Licensee is responsible for opening and closing the Gate as may be necessary for operation of the Parking Lot in compliance with this Agreement. The Licensee may not lock the Gate prior to installation of the Knox Box required pursuant to Section 3.B.1.

- 6. <u>Municipal Access</u>. The Licensee must permit authorized representatives of the City and of the City of Highwood to access the Parking Lot at any time, as needed and in each city's discretion, with or without notice to the Licensee. Without limitation of the foregoing, the Licensee must provide keys to the City and to the City of Highwood to the Gate.
- **D.** Zoning Requirements. The Licensee acknowledges and agrees that the parking spaces in the Parking Lot may not be counted toward any minimum off-street parking space requirement applicable to any use of any abutting properties or the Lakeshore Preserve, as may be imposed pursuant to the "City of Highland Park Zoning Ordinance of 1997," as may be amended ("Zoning Ordinance"). The City acknowledges and agrees that the present use of the Lakeshore Preserve does not require the provision of any off-street parking spaces under the current provisions of the Zoning Ordinance.

SECTION 4. RESERVATION OF RIGHTS.

- A. <u>City Use of Walker Avenue</u>. The City hereby reserves the right to use, maintain and improve Walker Avenue in any manner that will not unreasonably prevent, impede, or interfere with the exercise by the Licensee of the rights granted pursuant to this Agreement. If, in the City's sole determination, the Parking Lot prevents, impedes, or interferes with the City's ability to maintain or improve Walker Avenue, the Licensee must, upon receipt of a notice therefor from the City, and at its expense, promptly take such action as may be reasonably necessary for the City to conduct such temporary maintenance or improvements.
- **B.** Non-Exclusive Use. The City will have the right to grant other non-exclusive licenses or easements, including, without limitation, licenses or easements for parking or utility purposes, over, along, upon, or across Walker Avenue, provided that the City must provide 90 days' advance written to notice of such other licenses or easements to the Licensees, and provided further that such grants by the City may not unreasonably prevent, impede, or interfere with the exercise by the Licensee of the rights granted pursuant to this Agreement, and provided further that the Licensee will not be liable for any damage caused by the actions or inactions of any third-party to which another license or easement is granted in accordance with this Section 4.B. The City further reserves its right of full and normal access to the Parking Lot for the maintenance of any existing or future utility located thereon.
- C. Relocation of Parking Lot. The City hereby reserves the right to require the relocation of the Parking Lot as may be necessary for vehicular or pedestrian safety, or in connection with development or redevelopment of rights-of-way and properties in the general vicinity of the Parking Lot. In the event that the City requires the relocation of the Parking Lot pursuant to this Section 4.C: (1) the City must provide at least 90 days' advance written notice to the Licensee; and (2) the City and the Licensee will cooperate in good faith to identify a suitable location for the relocated Parking Lot, and to enter into an amendment of this Agreement as may be necessary in connection therewith.

SECTION 5. LIENS.

The Licensee hereby represents and warrants that it will take all necessary action to keep all portions of the Parking Lot free and clear of all liens, claims, and demands, including without

limitation mechanic's liens, in connection with any work performed by the Licensee or its agents on the Parking Lot.

SECTION 6. REIMBURSEMENT OF CITY COSTS.

In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable City codes, ordinances, resolutions, rules, or regulations, the Licensee must pay to the City, promptly upon presentation of a written demand or demands therefore, all legal fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Agreement. Payment of all such fees, as well as reasonable costs and expenses for which demand has been made, must be made by a certified or cashier's check. Further, the Licensee will be liable for and must pay upon demand all costs incurred by the City for publications and recordings required in connection with the aforesaid matters.

SECTION 7. LIABILITY AND INDEMNITY OF CITY.

- A. <u>City Review</u>. The Licensee acknowledges and agrees that the City is not, and will not be, in any way liable for any damages or injuries that may be sustained as the result of the City's review and approval of any plans for the Parking Lot, or the issuance of any approvals, permits, certificates, or acceptances for the use or maintenance of the Parking Lot, and that the City's review and approval of any such plans and the Parking Lot and issuance of any such approvals, permits, certificates, or acceptances does not, and will not, in any way, be deemed to insure the Licensee or any of its successors, assigns, tenants and sub-licensees, or any third party, against damage or injury of any kind at any time.
- **B.** <u>Indemnity</u>. The Licensee agrees to, and does hereby, hold harmless and indemnify the City and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with: (i) the use or maintenance of any portion of the Parking Lot pursuant to this Agreement; or (ii) the Licensee's performance of, or failure to perform, its obligations under this Agreement (collectively, "*Indemnified Claims*"), whether or not any such Indemnified Claim is due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or willful misconduct or fault of the Licensee; provided, however, that this indemnity will not apply to willful misconduct or gross negligence on the part of the City.
- C. <u>Defense Expense</u>. The Licensee hereby agrees to pay all expenses, including legal fees and administrative expenses, incurred by the City in defending itself with regard to any and all of the Indemnified Claims.

SECTION 8. TERMINATION AND RESTORATION.

A. <u>Termination</u>. In the event that the Licensee fails to observe and fully perform any of its obligations under this Agreement, and such failure is not cured within 30 days after receipt of written notice from the City, then the City will have the right to terminate this Agreement upon written notice to the Licensee. Notwithstanding anything to the contrary in this Agreement, the City may terminate this Agreement at any time and for any reason by providing the Licensee with 60 days prior written notice.

B. Restoration of Parking Lot.

- 1. <u>Licensee's Obligations</u>. Upon termination of this Agreement, the Licensee must restore the Parking Lot as nearly as practicable to its condition at the time the Licensee commenced its use of the Parking Lot, including, without limitation, restoring any fences, sidewalks, plantings, landscaping, or improvements that were removed or damaged by the Licensee as nearly as practicable to the condition immediately preceding the time the Licensee commenced its use of the Parking Lot; provided, however, that the Licensee may not remove the New Fence or any other improvement installed pursuant to Section 3.B of this Agreement upon termination of this Agreement.
- 2. Failure to Restore. In the event that the Licensee fails or refuses to return the Parking Lot in accordance with Section 8.B.1 of this Agreement, the City will have the right, but not the obligation, to perform and complete such work, and to charge the Licensee for all reasonable costs and expenses, including legal and administrative costs incurred by the City, for such work. If the Licensee does not fully reimburse the City for such costs, then the City will have the right to place a lien on the Lakeshore Preserve for all such costs and expenses in the manner provided by law. The rights and remedies provided in this Section 8.B.2 are and will be in addition to, and not in limitation of, any other rights and remedies otherwise available to the City.
- C. <u>Survival of Obligations</u>. All obligations of the Licensee pursuant to this Agreement that have not been fully performed as of the termination of this Agreement will survive such termination, including, without limitation, the liability and indemnity obligations set forth in Section 7 of this Agreement, and the restoration obligations set forth in Section 8.B of this Agreement.

SECTION 9. ENFORCEMENT.

- **A.** Enforcement. The City and the Licensee may, in law or in equity, by suit, action, mandamus or any other proceeding, including, without limitation, specific performance, enforce or compel the performance of this Agreement; provided, however, that the Licensee agrees that it will not seek, and does not have the right to seek, recovery of a judgment for monetary damages against the City or any City elected or appointed officials, agents, representatives, attorneys or employees on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement.
- **B.** Prevailing Party. In the event of a judicial proceeding brought by one party against the other party or parties, the prevailing party or parties in the judicial proceeding will be entitled to reimbursement from the unsuccessful party or parties of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

SECTION 10. ASSIGNMENTS AND SUCCESSION.

A. <u>General.</u> The License and other rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement are rights, restrictions, agreements, and covenants accruing solely to the Parties hereto, and do not run with the land, and will not be binding upon and inure to the benefit of the heirs, executors,

administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives of any of the Parties hereto, nor of any subsequent owners of the Lakeshore Preserve, or any portion thereof, nor any persons claiming under them.

B. Assignments. The Licensee may not assign any of the rights or responsibilities set forth in this Agreement except upon the prior approval of the City Council, by resolution duly adopted, which approval may be withheld in the sole and absolute discretion of the City Council.

SECTION 11. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement must be given by the parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 11.A. The address of any party may be changed by written notice to the other parties. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties must be addressed to, and delivered at, the following addresses:

If to the City: City of Highland Park

1707 St. Johns Avenue Highland Park, IL 60035 Attention: City Manager

and to: Elrod Friedman LLP

325 N. LaSalle St., Ste. 450

Chicago, IL 60654

Attention: Steven M. Elrod, Corporation Counsel

If to Licensee: Lake County Forest Preserve District

1899 W. Winchester Road Libertyville, Illinois 60048 Attn: Executive Director

and to: Burke, Warren, MacKay & Serritella, P.C.

330 N. Wabash Ave, Suite 2100

Chicago, IL 60611

Attn: Matt Norton, General Counsel

- **B.** <u>Time of the Essence</u>. Time is of the essence in the performance of all of the terms and conditions of this Agreement.
- **C.** <u>Amendments</u>. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures.

- **D.** <u>Authority to Execute</u>. The City hereby warrants and represents to the Licensee that the persons executing this Agreement on its behalf have been properly authorized to do so by the City. The Licensee hereby warrants and represents to the City that the Licensee has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement.
- **E.** Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies, and benefits allowed by law.
- **F.** <u>Non-Waiver</u>. The City will be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City is not to be deemed or construed to be a waiver of that right, nor will the failure void or affect the City's right to enforce that right or any other right.
- **G.** Governing Law. This Agreement will be governed by, construed, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.
- **H.** <u>Severability</u>. If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement are not to be affected, impaired, or invalidated thereby, but are to remain in full force and effect. The unenforceability of any provision of this Agreement will not affect the enforceability of that provision in any other situation.
- I. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the License granted pursuant to this Agreement.
- J. <u>Interpretation</u>. This Agreement is to be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement is to be construed as though all parties participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.
- **K.** Exhibits A through C attached hereto are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement will control.
- L. <u>No Third Party Beneficiaries</u>. No claim as a third party beneficiary under this Agreement by any person may be made, or will be valid, against the City or the Licensee.
- **M.** <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed to constitute a duly authorized original.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed, effective as of the date first written above.

ATTEST:	CITY OF HIGHLAND PARK
By:	By:
Its:	Its:
ATTEST:	LAKE COUNTY FOREST PRESERVE DISTRICT
By:	By:
Its:	Its:

ACKNOWLEDGMENTS

STATE OF ILLINOIS) SS	
COUNTY OF LAKE)	
Neukirch, the City Manager of the CITY O	ore me on, 2023, by Ghida S. F HIGHLAND PARK, an Illinois home rule ska, the Deputy City Clerk of said municipal
SEAL	Signature of Notary
STATE OF ILLINOIS) OUNTY OF)	
COUNTY OF)	
, the	before me on, 2023, by of the LAKE COUNTY FOREST
PRESERVE DISTRICT, a body politic and co	orporate organized and existing under the Illinois 70 ILCS 805/0.001 et seq., and by
SEAL	Signature of Notary

EXHIBIT A

LEGAL DESCRIPTION OF THE LAKESHORE PRESERVE PROPERTY

Phase 1 - Parcel 1: (Bartlett Ravine West of Patten Road)

That part of the South Half of Section 10, and part of the South Half of Fractional Section 11, all in Township 43 North, Range 12 East of the Third Principal Meridian, and more particularly described with bearings and values being referenced to the Illinois State plane coordinate system, East Zone (NAD 27), as follows:

commencing at a 6-inch square cast iron monument, marking the West Ouarter corner of Section 14, Township and Range aforesaid; thence with the West line of Section 14 North 00 degrees 03 minutes 20 seconds East, 2642.90 feet, more or less, to the Northwest Corner of Section 14, being the Southeast corner of aforesaid Section 10, marked by a 10-inch (dia.) concrete monument with a cut "X"; thence North 32 degrees 10 minutes 37 seconds West 952.54 feet to a corps of engineers (coe) aluminum monument, stamped "a-12", said monument being the point of beginning on the southern rim of Bartlett Ravine; thence generally with the southern rim of said Bartlett Ravine, South 45 degrees 19 minutes 24 seconds West 182.74 feet to a standard coe (type III) brass disc, stamped "B-1"; thence South 72 degrees 10 minutes 37 seconds West 113.65 feet to a standard coe (type III) brass disc, stamped "B-2"; thence North 74 degrees 32 minutes 41 seconds West 54.18 feet to a standard coe (type III) brass disc, stamped "B-3"; thence South 62 degrees 28 minutes 58 seconds West 80.19 feet to a standard coe (type III) brass disc, stamped "B-4"; thence South 29 degrees 30 minutes 35 seconds West 152.61 feet to a standard coe (type III) brass disc, stamped "B-5"; thence South 48 degrees 27 minutes 59 seconds West, 160.41 feet; thence crossing Bartlett Ravine Exit Road; North 21 degrees 24 minutes 04 seconds West 93.57 feet to a standard coe (type III) brass disc, stamped "B-7", on the northern rim of Bartlett Ravine; also being the Southerly Line of The Town of Fort Sheridan Subdivision, recorded as document number 4175879; thence North 49 degrees 49 minutes 41 seconds East along said Southerly line, 146.16 feet to a standard coe (type III) brass disc, stamped "B-8"; thence North 01 degrees 55 minutes 18 seconds West along said Southerly line, 73.98 feet to a standard coe (type III) brass disc, stamped "B-9"; thence North 12 degrees 36 minutes 38 seconds East along said Southerly line, 51.54 feet; thence North 65 degrees 20 minutes 58 seconds East along said Southerly line, 178.09 feet to a standard coe (type III) brass disc, stamped "B-11"; thence South 72 degrees 26 minutes 20 seconds East along said Southerly line, 45.68 feet to a standard coe (type III) brass disc, stamped "B-12"; thence North 67 degrees 37 minutes 58 seconds East along said Southerly line, 92.65 feet to a standard coe (type III) brass disc, stamped "B-13"; thence North 40 degrees 04 minutes 13 seconds East along said Southerly line, 120.73 feet to a standard coe (type III) brass disc, stamped "B-14"; thence North 07 degrees 24 minutes 17 seconds West along said Southerly line, 137.63 feet; thence North 06 degrees 16 minutes 00 seconds East along said Southerly line, 148.31 feet; thence North 09 degrees 30 minutes 30 seconds West along said Southerly line, 96.89 feet; thence North 21 degrees 48 minutes 38 seconds East along said Southerly line, 64.35 feet; thence North 41

degrees 26 minutes 23 seconds East along said Southerly line, 218.09 feet; thence North 79 degrees 45 minutes 59 seconds East along said Southerly line, 216.55 feet to a standard coe (type III) brass disc, stamped "B-20"; thence North 08 degrees 23 minutes 25 seconds West along said Southerly line, 90.32 feet to a standard coe (type III) brass disc stamped "B-21"; thence North 21 degrees 52 minutes 51 seconds East along said Southerly line, 182.87 feet to a standard coe (type III) brass disc, stamped "B-22"; being 50 feet West of and normal to Patten Road; thence North 74 degrees 57 minutes 40 seconds East along said Southerly line, 21.40 feet; thence South 21 degrees 06 minutes 44 seconds East, 540.79 feet; thence South 79 degrees 52 minutes 25 seconds West, 353.41 feet; thence South 20 degrees 28 minutes 25 seconds East, 65.98 feet; thence South 60 degrees 22 minutes 41 seconds West, 215.71 feet; thence South 01 degrees 08 minutes 36 seconds East, 103.97 feet to a standard coe (type III) brass disc, stamped "a-14"; thence South 03 degrees 36 minutes 44 seconds West 51.17 feet to a standard coe (type III) brass disc, stamped "a-13"; thence South 12 degrees 49 minutes 05 seconds West 86.63 feet to the point of beginning, in Lake County, Illinois.

Phase 1 - Parcel 2: (Barlett Ravine East of Patten Road and North part of lakefront)

That part of the South Half of Section 10, and part of the South half of fractional Section 11, and part of the North Half of Fractional Section 14, all in Township 43 North, Range 12 East of the Third Principal Meridian, and more particularly described with bearings and values being referenced to the Illinois State plane coordinate system, East zone (nad 27), as follows:

Commencing at a 6-inch square cast iron monument, marking the West Quarter corner of aforesaid Section 14; thence with the West line of Section 14 North 00 degrees 03 minutes 20 seconds East, 2642.90 feet, more or less, to the Northwest Corner of Section 14, being the Southeast corner of aforesaid Section 10, marked by a 10-inch (dia.) concrete monument with a cut "X"; thence North 32 degrees 10 minutes 37 seconds West 952.54 feet to a corps of engineers (coe) aluminum monument, stamped "a-12", said monument being on the Southern Rim of Bartlett Ravine; Thence generally with the Southern Rim of said Bartlett Ravine, South 45 degrees 19 minutes 24 seconds West 182.74 feet to a standard coe (type III) brass disc, stamped "B-1"; thence South 72 degrees 10 minutes 37 seconds West 113.65 feet to a standard coe (type III) brass disc, stamped "B-2"; thence North 74 degrees 32 minutes 41 seconds West 54.18 feet to a standard coe (type III) brass disc, stamped "B-3"; thence South 62 degrees 28 minutes 58 seconds West 80.19 feet to a standard coe (type III) brass disc, stamped "B-4"; thence South 29 degrees 30 minutes 35 seconds West 152.61 feet to a standard coe (type III) brass disc, stamped "B-5"; thence South 48 degrees 27 minutes 59 seconds West, 160.41 feet; thence crossing Bartlett Ravine Exit Road; North 21 degrees 24 minutes 04 seconds West 93.57 feet to a standard coe (type III) brass disc, stamped "B-7", on the northern rim of Bartlett Ravine; also being the Southerly Line of the Town of Fort Sheridan Subdivision, recorded as document number 4175879; thence North 49 degrees 49 minutes 41 seconds East along said Southerly line, 146.16 feet to a standard coe (type III) brass disc, stamped "B-8"; thence North 01 degrees 55 minutes 18 seconds West along said Southerly line, 73.98 feet to a standard coe (type III) brass disc, stamped "B-9"; thence North 12

degrees 36 minutes 38 seconds East along said Southerly line, 51.54 feet; thence North 65 degrees 20 minutes 58 seconds East along said Southerly line, 178.09 feet to a standard coe (type III) brass disc, stamped "B-11"; thence South 72 degrees 26 minutes 20 seconds East along said Southerly line, 45.68 feet to a standard coe (type III) brass disc, stamped "B-12"; thence North 67 degrees 37 minutes 58 seconds East along said Southerly line, 92.65 feet to a standard coe (type III) brass disc, stamped "B-13"; thence North 40 degrees 04 minutes 13 seconds East along said Southerly line, 120.73 feet to a standard coe (type III) brass disc, stamped "B-14"; thence North 07 degrees 24 minutes 17 seconds West along said Southerly line, 137.63 feet; thence North 06 degrees 16 minutes 00 seconds East along said Southerly line, 148.31 feet; thence North 09 degrees 30 minutes 30 seconds West along said Southerly line, 96.89 feet; thence North 21 degrees 48 minutes 38 seconds East along said Southerly line, 64.35 feet; thence North 41 degrees 26 minutes 23 seconds East along said Southerly line, 218.09 feet; thence North 79 degrees 45 minutes 59 seconds East along said Southerly line, 216.55 feet to a standard coe (type III) brass disc, stamped "B-20"; thence North 08 degrees 23 minutes 25 seconds West along said Southerly line, 90.32 feet to a standard coe (type III) brass disc, stamped "B-21"; thence North 21 degrees 52 minutes 51 seconds East along said Southerly line, 182.87 feet to a standard coe (type III) brass disc, stamped "B-22"; being 50 feet West of and normal to Patten Road; thence North 74 degrees 57 minutes 40 seconds East along said Southerly line, 76.32 feet to the point of beginning; thence South 21 degrees 07 minutes 55 seconds East, 458.19 feet; thence South 78 degrees 16 minutes 15 seconds East, 28.11 feet to a standard coe (type III) brass disc stamped "a-19"; thence North 68 degrees 56 minutes 18 seconds East, 464.62 feet to a standard coe (type III) brass disc stamped "a-20"; thence North 17 degrees 02 minutes 32 seconds East, 390.51 feet to a standard coe (type III) brass disc stamped "a-21"; thence North 06 degrees 23 minutes 02 seconds West, 48.98 feet to a standard coe (type III) brass disc stamped "a-22"; thence North 69 degrees 20 minutes 54 seconds East, 115.00 feet to a standard coe (type III) brass disc stamped "a-23"; thence North 03 degrees 17 minutes 01 seconds West, 226.50 feet to a standard coe (type III) brass disc stamped "a-24"; thence North 14 degrees 13 minutes 46 seconds East, 103.98 feet to a standard coe (type III) brass disc stamped "a-25"; thence North 51 degrees 16 minutes 25 seconds East, 93.01 feet to a standard coe (type III) brass disc stamped "a-26"; thence South 14 degrees 47 minutes 37 seconds East, 434.00 feet; thence South 08 degrees 05 minutes 53 seconds East, 122.10 feet; thence South 34 degrees 45 minutes 44 seconds West, 32.92 feet; thence South 39 degrees 10 minutes 15 seconds East, 86.86 feet; thence South 03 degrees 01 minutes 00 seconds West, 99.00 feet; thence South 67 degrees 55 minutes 52 seconds East, 29.35 feet; thence South 23 degrees 16 minutes 35 seconds East, 90.75 feet; thence South 16 degrees 22 minutes 13 seconds East, 113.52 feet; thence South 07 degrees 44 minutes 46 seconds East, 87.73 feet; thence South 80 degrees 09 minutes 53 seconds West, 54.39 feet; thence South 35 degrees 07 minutes 14 seconds East, 102.60 feet; thence South 13 degrees 03 minutes 37 seconds East, 105.12 feet; thence South 24 degrees 41 minutes 51 seconds East, 82.88 feet; thence South 32 degrees 09 minutes 22 seconds West, 18.35 feet; thence South 15 degrees 28 minutes 50 seconds East, 149.59 feet; thence South 00 degrees 36 minutes 16 seconds East, 121.31 feet; thence South 17 degrees 20 minutes 09 seconds East, 604.75 feet; thence South 21 degrees 06 minutes 41 seconds East, 220.37 feet;

thence South 24 degrees 54 minutes 11 seconds East, 57.85 feet; thence South 53 degrees 44 minutes 05 seconds East, 352.25 feet; thence South 24 degrees 21 minutes 48 seconds East, 43.30 feet; thence North 63 degrees 12 minutes 26 seconds East 157 feet to a point on the contour elevation 578.5 feet mean sea level (msl); thence Northwesterly with the shoreline of Lake Michigan binding on the meander of said contour elevation 578.5 feet (msl), 3300 feet, more or less to a line that bears South 87 degrees 06 minutes 30 seconds East from a 7/8" Iron Pipe Set at the Former Location of a Standard Coe (Type III) Brass Disc, Stamped "b-34"; thence North 87 degrees 06 minutes 30 seconds West 85 feet, more or less, to set 7/8" Iron Pipe; Thence North 70 Degrees 28 Minutes 18 Seconds West 99.70 Feet; Thence North 83 Degrees 24 Minutes 10 Seconds West along the Southerly Line of Said Town of Fort Sheridan Subdivision, 117.30 Feet to a point on the Southerly line of the Town of Fort Sheridan Subdivision Recorded as Document Number 4175879; Thence South 67 Degrees 05 Minutes 37 Seconds West along said last Southerly Line, 106.44 Feet; Thence South 56 Degrees 13 Minutes 50 Seconds West along Said Southerly Line, 101.00 Feet; Thence South 27 Degrees 42 Minutes 44 Seconds West along Said Southerly Line, 58.40 Feet to a Standard Coe (Type III) Brass Disc, Stamped "b-30"; Thence South 52 Degrees 04 Minutes 44 Seconds West along Said Southerly Line, 86.14 Feet; Thence South 08 Degrees 17 Minutes 26 Seconds East along Said Southerly Line, 222.69 Feet; Thence South 08 Degrees 32 Minutes 46 Seconds East along said Southerly Line 169.89 Feet to a Standard Coe (Type III) Brass Disc Stamped "b-27"; Thence South 32 Degrees 26 Minutes 30 Seconds West along said Southerly Line, 68.12 Feet; Thence South 16 Degrees 59 Minutes 54 Seconds West along said Southerly Line, 273.59 Feet; Thence South 76 Degrees 25 Minutes 26 Seconds West along said Southerly Line, 155.71 Feet to a Standard Coe (Type III) Brass Disc, Stamped "b-24"; Thence North 70 Degrees 45 Minutes 12 Seconds West along said Southerly Line, 273.44 Feet to a Standard Coe (Type III) Brass Disc, Stamped "b-23", being 50 Feet East of and normal to Patten Road; Thence South 74 Degrees 57 Minutes 40 Seconds West along Said Southerly Line, 24.31 Feet to the Point of Beginning;

except that part of the South Half of Fractional Section 11, all in Township 43 North, Range 12 East of the Third Principal Meridian, and More Particularly Described with Bearings and Values Being Referenced to the Illinois State Plane Coordinate System, East Zone (Nad 27), as Follows: Commencing at a 6-Inch Square Cast Iron monument, marking the West Quarter Corner of Aforesaid Section 14; thence with the West Line of Section 14 North 00 Degrees 03 Minutes 20 Seconds East, 2642.90 Feet, More or Less, to the Northwest Corner of Section 14, being the Southeast corner of aforesaid Section 10, marked by a 10-Inch (Dia.) Concrete Monument with a cut "X"; thence North 32 Degrees 10 Minutes 37 Seconds West 952.54 Feet to a Corps of Engineers (Coe) Aluminum Monument, Stamped "a-12", said monument being on the Southern Rim of Bartlett Ravine; thence Generally with the Southern Rim of said Bartlett Ravine, South 45 Degrees 19 Minutes 24 Seconds West 182.74 feet to a Standard Coe (Type III) Brass Disc, Stamped "b-1"; hence South 72 Degrees 10 Minutes 37 Seconds West 113.65 feet to a Standard Coe (Type III) Brass Disc, Stamped "b-2"; thence North 74 Degrees 32 Minutes 41 Seconds West 54.18 Feet to a Standard Coe (Type III) Brass Disc, Stamped "b-3"; thence South 62 Degrees 28 Minutes 58 Seconds West 80.19 feet to a Standard Coe (Type III) Brass Disc, Stamped "b-4"; thence South 29 Degrees 30 Minutes 35 Seconds West 152.61 feet to a Standard Coe (Type III) Brass Disc, Stamped "b-5"; Thence South 48 Degrees 27 Minutes 59 Seconds West, 160.41 feet; thence crossing Bartlett Ravine Exit Road, North 21 Degrees 24 Minutes 04 Seconds West 93.57 Feet to a Standard Coe (Type III) Brass Disc, Stamped "b-7", on the Northern Rim of Bartlett Ravine; Also being the Southerly Line of the Town of Fort Sheridan Subdivision, recorded as Document Number 4175879; thence North 49 Degrees 49 Minutes 41 Seconds East along said Southerly Line, 146.16 feet to a Standard Coe (Type III) Brass Disc, Stamped "b-8"; thence North 01 Degrees 55 Minutes 18 Seconds West along said Southerly Line, 73.98 Feet to a Standard Coe (Type III) Brass Disc, Stamped "b-9"; thence North 12 Degrees 36 Minutes 38 Seconds East along said Southerly Line, 51.54 feet; thence North 65 Degrees 20 Minutes 58 Seconds East along said Southerly Line, 178.09 feet to a Standard Coe (Type III) Brass Disc, Stamped "b-11"; thence South 72 Degrees 26 Minutes 20 Seconds East along said Southerly line, 45.68 Feet to a Standard Coe (Type III) Brass Disc, Stamped "b-12"; thence North 67 Degrees 37 Minutes 58 Seconds East along said Southerly line, 92.65 Feet to a Standard Coe (Type III) Brass Disc, Stamped "b-13": Thence North 40 Degrees 04 Minutes 13 Seconds East along said Southerly line, 120.73 feet to a Standard Coe (Type III) Brass Disc, Stamped "b-14"; thence North 07 Degrees 24 Minutes 17 Seconds West along said Southerly Line, 137.63 feet; thence North 06 Degrees 16 Minutes 00 Seconds East along said Southerly line, 148.31 feet; thence North 09 Degrees 30 Minutes 30 Seconds West along said Southerly Line 96.89 feet; thence North 21 Degrees 48 Minutes 38 Seconds East along said Southerly line, 64.35 feet; thence North 41 Degrees 26 Minutes 23 Seconds East along said Southerly Line, 218.09 feet; thence North 79 Degrees 45 Minutes 59 Seconds East along said Southerly line, 216.55 feet to a Standard Coe (Type III) Brass Disc, Stamped "b-20"; thence North 08 Degrees 23 Minutes 25 Seconds West along said Southerly Line, 90.32 feet to a Standard Coe (Type III) Brass Disc, Stamped "b-21"; thence North 21 Degrees 52 Minutes 51 Seconds East along said Southerly Line, 182.87 feet to a Standard Coe (Type III) Brass Disc, Stamped "b-22"; being 50 feet West of and normal to Patten Road; thence North 74 degrees 57 minutes 40 seconds East along said Southerly line, 76.32 feet; thence South 21 degrees 07 minutes 55 seconds East, 545.62 feet; thence North 79 degrees 52 minutes 25 seconds East, 14.71 feet; thence North 68 degrees 56 minutes 18 seconds East, 510.19 feet; thence North 24 degrees 35 minutes 50 seconds East, 573.17 feet; thence continuing North 24 degrees 35 minutes 50 seconds East, 157.58 feet; thence South 14 degrees 47 minutes 37 seconds East, 185.64 feet; thence North 81 degrees 50 minutes 10 seconds East; thence 90.89 feet to the point of beginning; thence North 81 degrees 51 minutes 13 seconds East, 93.45 feet; thence South 09 degrees 09 minutes 41 seconds West, 134.66 feet; thence North 75 degrees 07 minutes 35 seconds West, 89.73 feet; thence North 09 degrees 11 minutes 57 seconds East, 97.92 feet to the point of beginning; in Lake County, Illinois.

Phase 1 - Parcel 3: (South part of lakefront)

That part of the North half of Fractional Section 14, Township 43 North, Range 12 East of the Third Principal Meridian, in Lake County, Illinois, and more particularly described with bearings and values being referenced to the Illinois State Plane Coordinate System, East Zone (nad 27), as follows:

Commencing at a 6-inch square cast iron monument, marking the West Quarter corner of Section 14, Township 43 North, Range 12 East of the Third Principal Meridian; thence North 35 degrees 24 minutes 48 seconds East 69.09 feet to a 5/8 inch iron rod and plastic cap marking the intersection of the North right-of-way line of Walker Avenue with the East right-of-way line of Lakeview Avenue; thence with the North right-of-way line of Walker Avenue North 89 degrees 46 minutes 36 seconds East 2800.61 feet, more or less, to a 6-foot steel fence post on the North right-of-way line of Walker Avenue for the point of beginning; thence North 01 degrees 21 minutes 07 seconds West, 97.37 feet; thence North 25 degrees 32 minutes 25 seconds West, 135.47 feet; thence North 45 degrees 11 minutes 07 seconds West, 122.70 feet; thence North 48 degrees 10 minutes 54 seconds West, 185.96 feet; thence North 26 degrees 58 minutes 17 seconds West, 363.65 feet; thence North 30 degrees 25 minutes 08 seconds West, 227.08 feet; thence North 23 degrees 13 minutes 04 seconds West, 45.76 feet; thence North 13 degrees 48 minutes 45 seconds West, 221.51 feet; thence North 33 degrees 23 minutes 44 seconds West, 276.19 feet; thence North 17 degrees 08 minutes 30 seconds West, 69.62 feet; thence North 31 degrees 58 minutes 38 seconds West, 71.19 feet; thence North 58 degrees 30 minutes 36 seconds West, 44.93 feet; thence North 34 degrees 20 minutes 03 seconds West, 174.93 feet; thence North 04 degrees 43 minutes 10 seconds West, 33.11 feet; thence North 47 degrees 07 minutes 15 seconds West, 90.85 feet; thence North 63 degrees 17 minutes 13 seconds West, 47.47 feet; thence North 45 degrees 17 minutes 08 seconds East, 211.71 feet; thence North 24 degrees 21 minutes 48 seconds West, 32.81 feet; thence North 57 degrees 59 minutes 48 seconds East, 117 feet to a point on the contour elevation 578.5 feet mean sea level (msl); thence along the shoreline of Lake Michigan binding on the meander of said contour elevation 578.5 feet (msl), Southeasterly 2230 feet, more or less, to a point on the North line of a 0.964 acre tract of land owned by the City of Highwood, Illinois; thence South 89 degrees 50 minutes 51 seconds West along said North line 70 feet, more or less, to the former location of a standard coe (type III) brass disc grouted in rock; thence South 31 degrees 15 minutes 21 seconds East 199.47 feet, more or less, to a 5/8-inch iron rod with a 1 1/4-inch plastic cap; thence South 89 degrees 50 minutes 52 seconds West 28.00 feet, more or less, to a standard coe (type III) brass disc; thence South 00 degrees 17 minutes 03 seconds East 18.19 feet, more or less, to a standard coe (type III) brass disc; thence South 57 degrees 01 minutes 03 seconds West 187.60 feet, more or less, to the point of beginning; all in Lake County, Illinois.

Easement Parcel 3: (ravine level easement below Patten Road bridge between Phase 1 Parcel 1 and Phase 1 Parcel 2)

Easement for the benefit of Parcels 1 and 2 as created and granted in the quit claim deed and grant of easements from Midwest Family Housing, LLC recorded March 13, 2007 as document 6150482, recorded March 13, 2007 as document 6150477 granting a perpetual right and easement over, upon, through and across those areas located underneath the bridge commonly known as "Patten Road Bridge" and on the ravine floor of that certain real property described below, for ingress and egress for pedestrians, bicycles, the physically handicapped persons, emergency vehicles and non-emergency vehicles deemed appropriate by grantee:

Affects:

That part of the South Half of Section 10, and part of the South Half of Fractional Section 11, all in Township 43 North, Range 12 East of the Third Principal Meridian, and more particularly described with bearings and values being referenced to the Illinois State plane coordinate system, East zone (nad 27), as follows: commencing at a 6-inch square cast iron monument, marking the West Quarter corner of aforesaid Section 14; thence with the West line of Section 14 North 00 degrees 03 minutes 20 seconds East, 2642.90 feet, more or less, to the Northwest Corner of Section 14, being the Southeast corner of aforesaid Section 10, marked by a 10-inch (dia.) concrete monument with a cut "X"; thence North 32 degrees 10 minutes 37 seconds West 952.54 feet to a corps of engineers (coe) aluminum monument, stamped "a-12", on the southern rim of Bartlett Ravine; thence generally with the southern rim of said Bartlett Ravine, South 45 degrees 19 minutes 24 seconds West 182.74 feet to a standard coe (type III) brass disc, stamped "B-1"; thence South 72 degrees 10 minutes 37 seconds West 113.65 feet to a standard coe (type III) brass disc, stamped "B-2"; thence North 74 degrees 32 minutes 41 seconds West 54.18 feet to a standard coe (type III) brass disc, stamped "B-3"; thence South 62 degrees 28 minutes 58 seconds West 80.19 feet to a standard coe (type III) brass disc, stamped "B-4"; thence South 29 degrees 30 minutes 35 seconds West 152.61 feet to a standard coe (type III) brass disc, stamped "B-5"; thence South 48 degrees 27 minutes 59 seconds West, 160.41 feet; thence crossing Bartlett Ravine Exit Road, North 21 degrees 24 minutes 04 seconds West 93.57 feet to a standard coe (type III) brass disc, stamped "B-7", on the northern rim of Bartlett Ravine; also being the Southerly Line of the Town of Fort Sheridan Subdivision, recorded as document number 4175879; thence North 49 degrees 49 minutes 41 seconds East along said Southerly line, 146.16 feet to a standard coe (type III) brass disc, stamped "B-8"; thence North 01 degrees 55 minutes 18 seconds West along said Southerly line, 73.98 feet to a standard coe (type III) brass disc, stamped "B-9"; thence North 12 degrees 36 minutes 38 seconds East along said Southerly line, 51.54 feet; thence North 65 degrees 20 minutes 58 seconds East along said Southerly line 178.09 feet to a standard coe (type III) brass disc, stamped "B-11"; thence South 72 degrees 26 minutes 20 seconds East along said Southerly line, 45.68 feet to a standard coe (type III) brass disc, stamped "B-12"; thence North 67 degrees 37 minutes 58 seconds East along said Southerly line, 92.65 feet to a standard coe (type III) brass disc, stamped "B-13"; thence North 40 degrees 04 minutes 13 seconds East along said Southerly line, 120.73 feet to a standard coe (type III) brass disc, stamped "B-14"; thence North 07 degrees 24 minutes 17 seconds West along said Southerly line 137.63 feet; thence North 06 degrees 16 minutes 00 seconds East along said Southerly line, 148.31 feet; thence North 09 degrees 30 minutes 30 seconds West along said Southerly line 96.89 feet; thence North 21 degrees 48 minutes 38 seconds East along said Southerly line, 64.35 feet; thence North 41 degrees 26 minutes 23 seconds East along said Southerly line, 218.09 feet; thence North 79 degrees 45 minutes 59 seconds East along said Southerly line, 216.55 feet to a standard coe (type III) brass disc, stamped "B-20"; thence North 08 degrees 23 minutes 25 seconds West along said Southerly line, 90.32 feet to a standard coe (type III) brass disc, stamped "B-21"; thence North 21 degrees 52 minutes 51 seconds East along said Southerly line, 182.87 feet to a standard coe (type III) brass disc, stamped "B-22", being 50 feet West of and normal to

Patten Road; thence North 74 degrees 57 minutes 40 seconds East along said Southerly line, 21.40 feet to the point of beginning; thence South 21 degrees 06 minutes 44 seconds East, 540.79 feet; thence North 79 degrees 52 minutes 25 seconds East, 55.83 feet; thence North 21 degrees 07 minutes 55 seconds West, 545.62 feet to the Southerly line of said Town of Fort Sheridan Subdivision; thence South 74 degrees 57 minutes 40 seconds West, 54.92 feet to the point of beginning, in Lake County, Illinois.

Phase 2: (Schenck Ravine)

That part of the North Half of Fractional Section 14, Township 43 North, Range 12 East of the Third Principal Meridian, in Lake County, Illinois, and more particularly described with bearings and values being referenced to the Illinois State plane coordinate system, East zone (nad 27), as follows:

Commencing at a 6-inch square cast iron monument, marking the West Quarter corner of Section 14, Township 43 North, Range 12 East of the Third Principal Meridian; thence North 35 degrees 24 minutes 48 seconds East 69.09 feet to a 5/8 inch iron rod and plastic cap marking the intersection of the North right-of-way line of Walker Avenue with the East right-of-way line of Lakeview Avenue; thence with the North right-of-way line of Walker Avenue North 89 degrees 46 minutes 36 seconds East 2800.61 feet, more or less, to a 6-foot steel fence post on the North right-of-way line of Walker Avenue for the point of beginning; thence North 01 degree 21 minutes 07 seconds West, 97.37 feet; thence North 25 degrees 32 minutes 25 seconds West, 135.47 feet; thence North 45 degrees 11 minutes 07 seconds West, 122.70 feet; thence North 48 degrees 10 minutes 54 seconds West, 185.96 feet; thence North 26 degrees 58 minutes 17 seconds West, 363.65 feet; thence North 30 degrees 25 minutes 08 seconds West, 227.08 feet; thence North 23 degrees 13 minutes 04 seconds West, 45.76 feet; thence North 13 degrees 48 minutes 45 seconds West, 221.51 feet; thence North 33 degrees 23 minutes 44 seconds West, 276.19 feet; thence North 17 degrees 08 minutes 30 seconds West, 69.62 feet; thence North 31 degrees 58 minutes 38 seconds West, 71.19 feet; thence North 58 degrees 30 minutes 36 seconds West, 44.93 feet; thence North 34 degrees 20 minutes 03 seconds West, 174.93 feet; thence North 04 degrees 43 minutes 10 seconds West, 33.11 feet; thence North 47 degrees 07 minutes 15 seconds West, 90.85 feet; thence North 63 degrees 17 minutes 13 seconds West, 47.47 feet; thence South 45 degrees 17 minutes 08 seconds West, 54.15 feet; thence South 28 degrees 29 minutes 24 seconds West, 46.75 feet; thence South 43 degrees 26 minutes 05 seconds East, 139.65 feet; thence South 33 degrees 23 minutes 44 seconds East, 536.38 feet; thence South 61 degrees 40 minutes 21 seconds West, 377.36 feet; thence South 40 degrees 42 minutes 07 seconds West, 334.78 feet; thence South 04 degrees 52 minutes 28 seconds East, 264.26 feet; thence South 21 degrees 25 minutes 04 seconds West, 233.35 feet; thence South 23 degrees 27 minutes 23 seconds East, 186.23 feet; thence North 69 degrees 56 minutes 19 seconds East, 66.30 feet; thence North 38 degrees 14 minutes 48 seconds East, 346.20 feet; thence North 14 degrees 35 minutes 15 seconds East, 44.02 feet; thence North 03 degrees 18 minutes 05 seconds East, 283.02 feet; thence North 85 degrees 20 minutes 38 seconds East, 414.16 feet; thence South 30 degrees 25 minutes 08 seconds East, 96.66 feet; thence South 26 degrees 58 minutes 17 seconds, East, 511.90 feet; thence South 26 degrees 50 minutes 22 seconds West,

71.78 feet; thence South 25 degrees 32 minutes 25 seconds East, 207.04 feet to the Northerly line of Walker Road; thence North 89 degrees 46 minutes 35 seconds East, 250.00 feet to the point of beginning;

except that part described as follows:

commencing at a 6-inch square cast iron monument, marking the West Quarter corner of Section 14, Township 43 North, Range 12 East of the Third Principal Meridian; thence North 35 degrees 24 minutes 48 seconds East 69.09 feet to a 5/8 inch iron rod and plastic cap marking the intersection of the North right-of-way line of Walker Avenue with the East right-of-way line of Lakeview Avenue; thence with the North right-of-way line of Walker Avenue North 89 degrees 46 minutes 36 seconds East 2800.61 feet, more or less, to a 6-foot steel fence post on the North right-of-way line of Walker Avenue; thence North 01 degree 21 minutes 07 seconds West, 97.37 feet; thence North 25 degrees 32 minutes 25 seconds West, 135.47 feet; thence North 45 degrees 11 minutes 07 seconds West, 122.70 feet; thence North 48 degrees 10 minutes 54 seconds West, 185.96 feet; thence North 26 degrees 58 minutes 17 seconds West, 363.65 feet; thence North 30 degrees 25 minutes 08 seconds West, 227.08 feet; thence North 23 degrees 13 minutes 04 seconds West, 45.76 feet; thence North 13 degrees 48 minutes 45 seconds West, 221.51 feet; thence North 33 degrees 23 minutes 44 seconds West, 276.19 feet; thence North 17 degrees 08 minutes 30 seconds West, 69.62 feet; thence North 31 degrees 58 minutes 38 seconds West, 71.19 feet; thence North 58 degrees 30 minutes 36 seconds West, 44.93 feet; thence North 34 degrees 20 minutes 03 seconds West, 174.93 feet; thence North 04 degrees 43 minutes 10 seconds West, 33.11 feet; thence North 47 degrees 07 minutes 15 seconds West, 90.85 feet; thence North 63 degrees 17 minutes 13 seconds West, 47.47 feet; thence South 45 degrees 17 minutes 08 seconds West, 54.15 feet; thence South 28 degrees 29 minutes 24 seconds West, 46.75 feet; thence South 43 degrees 26 minutes 05 seconds East, 139.65 feet; thence South 33 degrees 23 minutes 44 seconds East, 536.38 feet; thence South 61 degrees 40 minutes 21 seconds West, 377.36 feet; thence South 40 degrees 42 minutes 07 seconds West, 200.50 feet; thence South 49 degrees 17 minutes 53 seconds East, 76.53 feet to the point of beginning; thence South 69 degrees 01 minute 39 seconds East, 42.40 feet; thence South 20 degrees 58 minutes 21 seconds West, 57.69 feet; thence North 69 degrees 01 minute 39 seconds West, 42.40 feet; thence North 20 degrees 58 minutes 21 seconds East, 57.69 feet to the point of beginning; all in Lake County, Illinois.

Phase 3: Van Horne Ravine and South rim of East part of Bartlett Ravine

Phase 3 Parcel 1 (Van Horne Ravine)

That part of the South half of fractional Section 11, and part of the North half of fractional Section 14, all in Township 43 North, Range 12 East of the Third Principal Meridian, and more particularly described with bearings and values being referenced to the Illinois State plane coordinate system, East zone (nad 27), as follows:

Commencing at a 6-inch square cast iron monument, marking the West Quarter corner of aforesaid Section 14; thence with the West line of Section 14 North 00 degrees 03 minutes 20 seconds East, 2642.90 feet, more or less,

to the Northwest Corner of Section 14, being the Southeast corner of aforesaid Section 10, marked by a 10-inch (dia.) concrete monument with a cut "X"; thence North 32 degrees 10 minutes 37 seconds West 952.54 feet to a corps of engineers (coe) aluminum monument, stamped "a-12", said monument being on the Southern Rim of Bartlett Ravine; thence generally with the Southern Rim of said Bartlett Ravine, South 45 degrees 19 minutes 24 seconds West 182.74 feet to a standard coe (type III) brass disc, stamped "B-1"; thence South 72 degrees 10 minutes 37 seconds West 113.65 feet to a standard coe (type III) brass disc, stamped "B-2"; thence North 74 degrees 32 minutes 41 seconds West 54.18 feet to a standard coe (type III) brass disc, stamped "B-3"; thence South 62 degrees 28 minutes 58 seconds West 80.19 feet to a standard coe (type III) brass disc, stamped "B-4"; thence South 29 degrees 30 minutes 35 seconds West 152.61 feet to a standard coe (type III) brass disc, stamped "B-5"; thence South 48 degrees 27 minutes 59 seconds West, 160.41 feet; thence crossing Bartlett Ravine Exit Road, North 21 degrees 24 minutes 04 seconds West 93.57 feet to a standard coe (type III) brass disc, stamped "B-7", on the northern rim of Bartlett Ravine, also being the Southerly Line of the Town of Fort Sheridan Subdivision, recorded as document number 4175879; thence North 49 degrees 49 minutes 41 seconds East along said Southerly line, 146.16 feet to a standard coe (type III) brass disc, stamped "B-8"; thence North 01 degrees 55 minutes 18 seconds West along said Southerly line, 73.98 feet to a standard coe (type III) brass disc, stamped "B-9"; thence North 12 degrees 36 minutes 38 seconds East along said Southerly line, 51.54 feet; thence North 65 degrees 20 minutes 58 seconds East along said Southerly line, 178.09 feet to a standard coe (type III) brass disc, stamped "B-11"; thence South 72 degrees 26 minutes 20 seconds East along said Southerly line, 45.68 feet to a standard coe (type III) brass disc, stamped "B-12"; thence North 67 degrees 37 minutes 58 seconds East along said Southerly line, 92.65 feet to a standard coe (type III) brass disc, stamped "B-13"; thence North 40 degrees 04 minutes 13 seconds East along said Southerly line, 120.73 feet to a standard coe (type III) brass disc, stamped "B-14"; thence North 07 degrees 24 minutes 17 seconds West along said Southerly line, 137.63 feet; thence North 06 degrees 16 minutes 00 seconds East along said Southerly line, 148.31 feet; thence North 09 degrees 30 minutes 30 seconds West along said Southerly line, 96.89 feet; thence North 21 degrees 48 minutes 38 seconds East along said Southerly line, 64.35 feet; thence North 41 degrees 26 minutes 23 seconds East along said Southerly line, 218.09 feet; thence North 79 degrees 45 minutes 59 seconds East along said Southerly line, 216.55 feet to a standard coe (type III) brass disc, stamped "B-20"; thence North 08 degrees 23 minutes 25 seconds West along said Southerly line, 90.32 feet to a standard coe (type III) brass disc, stamped "B-21"; thence North 21 degrees 52 minutes 51 seconds East along said Southerly line, 182.87 feet to a standard coe (type III) brass disc, stamped "B-22", being 50 feet West of and normal to Patten Road; thence North 74 degrees 57 minutes 40 seconds East along said Southerly line, 76.32 feet; thence South 21 degrees 07 seconds 55 seconds East, 545.62 feet; thence North 79 degrees 52 minutes 25 seconds East, 14.71 feet; thence North 68 degrees 56 minutes 18 seconds East, 510.19 feet; thence North 24 degrees 35 minutes 50 seconds East, 573.17 feet to the point of beginning; thence continuing North 24 degrees 35 minutes 50 seconds East, 157.58 feet; thence South 14 degrees 47 minutes 37 seconds East, 185.64 feet; thence South 08 degrees 05 minutes 53 seconds East, 122.10 feet; thence South 34 degrees 45 minutes 44 seconds West, 32.92

feet; thence South 39 degrees 10 minutes 15 seconds East, 86.86 feet; thence South 03 degrees 01 minutes 00 seconds West, 99.00 feet; thence South 67 degrees 55 minutes 52 seconds East, 29.35 feet; thence South 23 degrees 16 minutes 35 seconds East, 90.75 feet; thence South 16 degrees 22 minutes 13 seconds East, 113.52 feet; thence South 07 degrees 44 minutes 46 seconds East, 87.73 feet; thence South 80 degrees 09 minutes 53 seconds West, 54.39 feet; thence South 35 degrees 07 minutes 14 seconds East, 102.60 feet; thence South 13 degrees 03 minutes 37 seconds East, 105.12 feet; thence South 24 degrees 41 minutes 51 seconds East, 82.88 feet; thence South 32 degrees 09 minutes 22 seconds West, 18.35 feet; thence South 15 degrees 28 minutes 50 seconds East, 149.59 feet; thence South 00 degrees 36 minutes 16 seconds East, 121.31 feet; thence South 17 degrees 20 minutes 09 seconds East, 604.75 feet; thence South 21 degrees 06 minutes 41 seconds East, 220.37 feet; thence South 24 degrees 54 minutes 11 seconds East, 57.85 feet; thence North 53 degrees 44 minutes 05 seconds West, 53.25 feet; thence South 85 degrees 13 minutes 43 seconds West, 78.28 feet; thence North 21 degrees 06 minutes 41 seconds West, 214.52 feet; thence North 17 degrees 20 minutes 09 seconds West, 385.25 feet; thence South 24 degrees 32 minutes 03 seconds West, 336.90 feet; thence South 31 degrees 05 minutes 36 seconds West, 167.74 feet; thence South 20 degrees 17 minutes 06 seconds West, 121.04 feet; thence South 63 degrees 26 minutes 58 seconds West, 262.75 feet; thence North 21 degrees 04 minutes 31 seconds West, 184.59 feet; thence North 40 degrees 56 minutes 45 seconds East, 90.74 feet; thence North 05 degrees 52 minutes 54 seconds East, 325.96 feet; thence North 29 degrees 30 minutes 10 seconds East, 723.31 feet; thence North 20 degrees 57 minutes 08 seconds West, 272.61 feet; thence North 10 degrees 03 minutes 12 seconds West, 309.86 feet; thence North 16 degrees 57 minutes 32 seconds West, 166.79 feet; thence North 00 degrees 40 minutes 38 seconds East, 146.23 feet; thence North 14 degrees 47 minutes 37 seconds West, 58.00 feet to the point of beginning; in Lake County, Illinois.

Phase 3 Parcel 2 (South rim of East part of Bartlett Ravine)

That part of the South half of fractional Section 11, and part of the North half of fractional Section 14, all in Township 43 North, Range 12 East of the Third Principal Meridian, and more particularly described with bearings and values being referenced to the Illinois State plane coordinate system, East zone (nad 27), as follows:

commencing at a 6-inch square cast iron monument, marking the West Quarter corner of aforesaid Section 14; thence with the West line of Section 14 North 00 degrees 03 minutes 20 seconds East, 2642.90 feet, more or less, to the Northwest Corner of Section 14, being the Southeast corner of aforesaid Section 10, marked by a 10-inch (dia.) concrete monument with a cut "X"; thence North 32 degrees 10 minutes 37 seconds West 952.54 feet to a corps of engineers (coe) aluminum monument, stamped "a-12", said monument being on the Southern Rim of Bartlett Ravine; Thence Generally with the Southern Rim of said Bartlett Ravine, South 45 degrees 19 minutes 24 seconds West 182.74 feet to a standard coe (type III) brass disc, stamped "B-1"; thence South 72 degrees 10 minutes 37 seconds West 113.65 feet to a standard coe (type III) brass disc, stamped "B-2"; thence North 74 degrees 32 minutes 41 seconds West 54.18 feet to a standard coe (type III) brass disc, stamped "B-3"; thence South 62 degrees 28 minutes 58

seconds West 80.19 feet to a standard coe (type III) brass disc, stamped "B-4"; thence South 29 degrees 30 minutes 35 seconds West 152.61 feet to a standard coe (type III) brass disc, stamped "B-5"; thence South 48 degrees 27 minutes 59 seconds West, 160.41 feet; thence crossing Bartlett Ravine Exit Road, North 21 degrees 24 minutes 04 seconds West 93.57 feet to a standard coe (type III) brass disc, stamped "B-7", on the northern rim of Bartlett Ravine, also being the Southerly Line of the Town of Fort Sheridan Subdivision, recorded as document number 4175879; thence North 49 degrees 49 minutes 41 seconds East along said Southerly line, 146.16 feet to a standard coe (type III) brass disc, stamped "B-8"; thence North 01 degrees 55 minutes 18 seconds West along said Southerly line, 73.98 feet to a standard coe (type III) brass disc, stamped "B-9"; thence North 12 degrees 36 minutes 38 seconds East along said Southerly line, 51.54 feet; thence North 65 degrees 20 minutes 58 seconds East along said Southerly line, 178.09 feet to a standard coe (type III) brass disc, stamped "B-11"; thence South 72 degrees 26 minutes 20 seconds East along said Southerly line, 45.68 feet to a standard coe (type III) brass disc, stamped "B-12"; thence North 67 degrees 37 minutes 58 seconds East along said Southerly line, 92.65 feet to a standard coe (type III) brass disc, stamped "B-13"; thence North 40 degrees 04 minutes 13 seconds East along said Southerly line, 120.73 feet to a standard coe (type III) brass disc, stamped "B-14"; thence North 07 degrees 24 minutes 17 seconds West along said Southerly line, 137.63 feet; thence North 06 degrees 16 minutes 00 seconds East along said Southerly line, 148.31 feet; thence North 09 degrees 30 minutes 30 seconds West along said Southerly line, 96.89 feet; thence North 21 degrees 48 minutes 38 seconds East along said Southerly line, 64.35 feet; thence North 41 degrees 26 minutes 23 seconds East along said Southerly line, 218.09 feet; thence North 79 degrees 45 minutes 59 seconds East along said Southerly line, 216.55 feet to a standard coe (type III) brass disc, stamped "B-20"; thence North 08 degrees 23 minutes 25 seconds West along said Southerly line, 90.32 feet to a standard coe (type III) brass disc, stamped "B-21"; thence North 21 degrees 52 minutes 51 seconds East along said Southerly line, 182.87 feet to a standard coe (type III) brass disc, stamped "B-22", being 50 feet West of and normal to Patten Road; thence North 74 degrees 57 minutes 40 seconds East along said Southerly line, 76.32 feet; thence South 21 degrees 07 minutes 55 seconds East, 458.19 feet for a point of beginning; thence South 78 degrees 16 minutes 15 seconds East, 28.11 feet to a standard coe (type III) brass disc stamped "a-19"; thence North 68 degrees 56 minutes 18 seconds East, 464.62 feet to a standard coe (type III) brass disc stamped "a-20"; thence North 17 degrees 02 minutes 32 seconds East, 390.51 feet to a standard coe (type III) brass disc stamped "a-21"; thence North 06 degrees 23 minutes 02 seconds West, 48.98 feet to a standard coe (type III) brass disc stamped "a-22"; thence North 69 degrees 20 minutes 54 seconds East, 115.00 feet to a standard coe (type III) brass disc stamped "a-23"; thence North 03 degrees 17 minutes 01 seconds West, 226.50 feet to a standard coe (type III) brass disc stamped "a-24"; thence North 14 degrees 13 minutes 46 seconds East, 103.98 feet to a standard coe (type III) brass disc stamped "a-25"; thence North 51 degrees 16 minutes 25 seconds East, 93.01 feet to a standard coe (type III) brass disc stamped "a-26"; thence South 14 degrees 47 minutes 37 seconds East, 248.36 feet; thence South 24 degrees 35 minutes 50 seconds West, 730.75 feet; thence South 68 degrees 56 minutes 18 seconds West, 510.19 feet; thence South 79 degrees 52 minutes

25 seconds West, 14.71 feet; thence North 21 degrees 07 minutes 55 seconds West, 87.43 feet to the point of beginning; in Lake County, Illinois.

Parcel 4: Beach front easement between Phase 1 Parcel 2 and Phase 1 Parcel 3

Perpetual, non-exclusive easement for the benefit of the lakefront preserve parcels, granted in the easement from the USA - Department of the Navy to Corporation For Open Lands (AKA Corlands) recorded March 13, 2007 as document 6150483 for a non-exclusive right of way for recreational, pedestrian and bicycle use, upon, over and across the following described parcel:

That part of the North half of fractional Section 14, Township 43 North, Range 12 East of the Third Principal Meridian, in Lake County, Illinois, and more particularly described with bearings and values being referenced to the Illinois State plane coordinate system, East zone (nad 27), as follows:

Commencing at a 6-inch square cast iron monument, marking the West Quarter corner of Section 14, Township 43 North, Range 12 East of the Third Principal Meridian; thence North 35 degrees 24 minutes 48 seconds East 69.09 feet to a 5/8 inch iron rod and plastic cap marking the intersection of the North right-of-way line of Walker Avenue with the East right-of-way line of Lakeview Avenue; thence with the North right-of-way line of Walker Avenue North 89 degrees 46 minutes 36 seconds East 2800.61 feet, more or less, to a 6-foot steel fence post on the North right-of-way line of Walker Avenue; thence North 01 degree 21 minutes 07 seconds West, 97.37 feet; thence North 25 degrees 32 minutes 25 seconds West, 135.47 feet; thence North 45 degrees 11 minutes 07 seconds West, 122.70 feet; thence North 48 degrees 10 minutes 54 seconds West, 185.96 feet; thence North 26 degrees 58 minutes 17 seconds West, 363.65 feet; thence North 30 degrees 25 minutes 08 seconds West, 227.08 feet; thence North 23 degrees 13 minutes 04 seconds West, 45.76 feet; thence North 13 degrees 48 minutes 45 seconds West, 221.51 feet; thence North 33 degrees 23 minutes 44 seconds West, 276.19 feet; thence North 17 degrees 08 minutes 30 seconds West, 69.62 feet; thence North 31 degrees 58 minutes 38 seconds West, 71.19 feet; thence North 58 degrees 30 minutes 36 seconds West, 44.93 feet; thence North 34 degrees 20 minutes 03 seconds West, 174.93 feet; thence North 04 degrees 43 minutes 10 seconds West, 33.11 feet; thence North 47 degrees 07 minutes 15 seconds West, 90.85 feet; thence North 63 degrees 17 minutes 13 seconds West, 47.47 feet; thence North 45 degrees 17 minutes 08 seconds East, 211.71 feet; thence North 24 degrees 21 minutes 48 seconds West, 32.81 feet to the point of beginning; thence North 24 degrees 21 minutes 48 seconds West, 291.58 feet; thence North 63 degrees 12 minutes 26 seconds East, 157 feet more or less to a point on the contour elevation 578.5 feet mean sea level (msl); thence Southeasterly along said shore line binding on the meander of said contour elevation 578.5 feet (msl), 400 feet, more or less, to a line that bears North 57 degrees 59 minutes 48 seconds East, from the point of beginning; thence South 57 degrees 59 minutes 48 seconds West, 117 feet, more or less to the point of beginning, in Lake County, Illinois.

Property Addresses:

24251 N PATTEN RD, HIGHLAND PARK IL 60035 24003 N PATTEN RD, HIGHLAND PARK IL 60035 0 PATTEN RD, HIGHLAND PARK IL 60035 0 PATTEN RD, HIGHLAND PARK IL 60035 24256 PATTEN RD, HIGHWOOD IL 60040 24253 PATTEN RD, HIGHWOOD IL 60040 31 WALKER AVE, HIGHLAND PARK IL 60035

PINs:

16-11-300-007

16-11-300-009

16-14-100-008

16-14-100-010

16-10-400-028

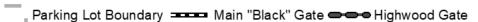
16-11-300-003

16-14-100-005

EXHIBIT B

DEPICTION OF THE PARKING LOT

EXHIBIT B: DEPICTION OF THE PARKING LOT



Lake County Forest Preserve District 1899 W Winchester Rd Libertyville, IL 60048 847-988-3351 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 bas is for purchasing property.

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

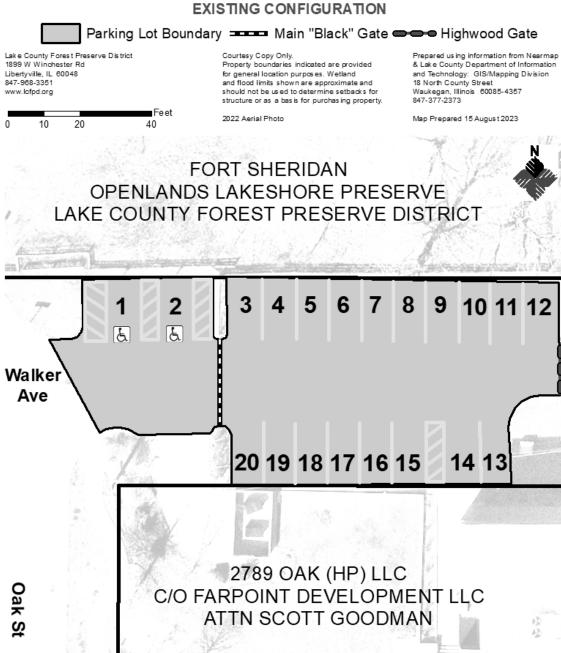


Exhibit B

EXHIBIT C

EXISTING CONFIGURATION

EXHIBIT C: EXISTING CONFIGURATION



Copyright nearmap 2015