



DATE: January 6, 2025

MEMO TO: Paul Frank, Chair
Planning Committee

FROM: Ken Jones
Director of Land Preservation

Agenda Item# 10.5

RECOMMENDATION: Recommend approval of a Resolution approving an Intergovernmental Agreement (IGA) for the exchange at Lake Carina Forest Preserve of an approximately 0.2-acre property owned by the Lake County Forest Preserve District (the “District Property”) for two parcels owned by the Village of Gurnee: (1) an approximately 1.4-acre parcel (consisting of three tax PINs) on Kilbourne Road south of Skokie Highway (the “Village Property – North”), and (2) an approximately 11.9-acre parcel north of Route 120 and east of Milwaukee Avenue (the “Village Property - South”). Collectively, the District Property, Village Property – North, and Village Property – South are referred to as the “Properties.”

STRATEGIC DIRECTIONS SUPPORTED: Conservation, Organizational Sustainability.

FINANCIAL DATA: The exchange of the Properties, all of which are located within the corporate limits of both the District and the Village, will be at no cost to either party, except for costs related to the transaction, such as due diligence and closing.

BACKGROUND: The District Property is located south of Highway 41, east of Kilbourne Road, and is adjacent to the Gurnee Public Works Facility. Village operations at the Public Works Facility are encroaching onto the District Property. Both the Village Property – North and the Village Property – South are adjacent to Lake Carina Forest Preserve. The Village Property – North is on Kilbourne Road, is entirely within the floodway, is adjacent to District holdings, and abuts the Des Plaines River Trail. The Village Property – South is surrounded on three sides by District property, is entirely within the floodway, and has no road access or development potential.

At the direction of the Planning Committee, District staff has reviewed whether an exchange of the Properties would benefit both parties. In staff’s opinion, the exchange is recommended because (i) the acquisition, protection and management of both the Village Property – North and the Village Property – South will meet the District’s adopted land acquisition goals of protecting wildlife habitat, preserving wetlands, prairies and forests, providing scenic vistas, adding to existing preserves, and protecting existing District holdings; and (ii) both parcels will serve as a visual, topographic and ecologic extension of adjoining District properties. In addition, though the conveyance of the District Property will result in the loss of a small parcel (0.2 acres), it is adjacent to right-of-way, and it is not essential to District operations of either the Des Plaines River Trail or Lake Carina Forest Preserve. Further, the District Property is suitable to be utilized by the Village for public works purposes. The Properties are vacant.

An IGA to exchange the Properties was negotiated by District staff and Village staff and was approved by the Village Board of Trustees on December 2, 2024. Pursuant to the IGA, the District would convey the District Parcel to the Village, and the Village would convey both the Village Property – North and the Village Property – South to the District, all at no cost.

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 JANUARY MEETING
JANUARY 15, 2025**

MADAM PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **PLANNING COMMITTEE** presents herewith “A Resolution Approving an Intergovernmental Agreement with the Village of Gurnee for the Exchange of Real Property at Lake Carina Forest Preserve,” and requests its approval.

PLANNING COMMITTEE:

Date: 01-06-2025 Roll Call Vote: Ayes: ___ Nays: ___
 Voice Vote Majority Ayes; Nays: 0

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

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH THE VILLAGE OF GURNEE FOR THE EXCHANGE OF REAL PROPERTY
AT LAKE CARINA FOREST PRESERVE**

WHEREAS, the Lake County Forest Preserve District (the “District”) owns a certain parcel of land known as Lake Carina Forest Preserve (“Lake Carina”); and

WHEREAS, within Lake Carina, the District owns an approximately 0.2-acre parcel (the “District Property”) that is generally depicted on Exhibit A attached hereto, which is adjacent to a public works facility operated by the Village of Gurnee, a home rule municipality (the “Village”); and

WHEREAS, the Village owns an approximately 1.4-acre vacant parcel located adjacent to Lake Carina (the “Village Property – North”) that is generally depicted on Exhibit B hereto; and

WHEREAS, the Village owns an approximately 11.9-acre vacant parcel located adjacent to Lake Carina (the “Village Property – South”) that is generally depicted on Exhibit C hereto; and

WHEREAS, the District Property, the Village Property – North, and the Village Property – South (collectively, the “Properties”) are all located within the corporate limits of the District and the corporate limits of the Village; and

WHEREAS, the District’s Department of Land Preservation has negotiated an Intergovernmental Agreement in substantially the form attached hereto as Exhibit D (the “IGA”), pursuant to which the Village would convey the Village Property – North and the Village Property – South to the District, and the District would convey the District Property to the Village, at no cost to either party; and

WHEREAS, the Village adopted an ordinance on December 2, 2024, (i) approving the IGA, (ii) declaring that it is necessary or convenient for the Village to use, occupy or improve the District Property for public purposes, and requesting that the District convey the District Property to the Village, and (iii) approving the conveyance of the Village Property – North and the Village Property – South to the District; and

WHEREAS, the District’s Planning Committee has reviewed the Properties and has recommended that the District (i) acquire the Village Property – North and the Village Property – South because such acquisition will advance the goals and policies of the District, (ii) approve conveyance of the District Property to the Village, and (iii) approve the IGA for the exchange of the Properties; and

WHEREAS, the parties have authority to exchange the Properties and to enter into the IGA pursuant to the Act; Article VII, Section 10 of the Illinois Constitution; the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; the Village’s home rule powers; and all other applicable authority; and

WHEREAS, the Board of Commissioners finds that (i) the Village Property – North and the Village Property – South are suitable for District purposes, (ii) acquisition of the Village Property – North and the Village Property – South would expand upon and enhance the holdings of Lake Carina, protect wildlife habitat, protect against flooding, preserve wetlands, provide scenic vistas, and serve as a visual, topographic and ecologic extension of Lake Carina, and (iii) it is in the best interests of the District to approve the IGA and exchange the Properties in accordance therewith; and

WHEREAS, the Board of Commissioners further finds that (i) the District Property is adjacent to right of way and it is not essential to District operations at Lake Carina, (ii) an approximately 0.2-acre reduction of Lake Carina resulting from the conveyance of the District Property to the Village will not adversely affect the District’s adjacent holdings or significantly alter its conservation efforts in this part of the county, and (iii) the benefit of the exchange leads to a net increase in property for the District and will advance the goals and policies of the District;

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

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

Section 2: Approval of IGA; Authority to Execute. The IGA is hereby approved in substantially the form attached hereto as Exhibit D, and in a final form to be approved by the Executive Director in consultation with the District’s Corporate Counsel. The District hereby approves acquisition of the Village Property – North and the Village Property – South from the Village and the conveyance of the District Property to the Village upon the terms and conditions of the IGA. The President, Secretary and Executive Director of the District (and the Executive Director’s designees) are hereby authorized and directed (i) to execute and attest to, on behalf of the District, the IGA and all other documents that are necessary to complete the exchange of the Properties as contemplated by the IGA, provided that any such documents have first been approved by the District’s Corporate Counsel, and (ii) to take such other actions as may be necessary to complete the exchange of the Properties as contemplated by the IGA.

Section 3: Authority to Pay Closing Costs. The Treasurer of the District is hereby authorized to pay costs for the exchange of the Properties, such as due diligence and closing cost, pursuant to the terms and conditions of the IGA.

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

PASSED this ____ day of January, 2025

AYES:

NAYS:

APPROVED this ____ day of January, 2025

Jessica Vealitzek, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

Exhibit A

Lake County Forest Preserve District
Land Preservation and Special Projects
1899 W Winchester Rd
Libertyville, Illinois 60048
847-988-3351

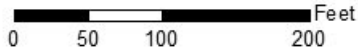
Legend

- Forest Preserve Holdings
- District Property
- District Parking
- Railroad



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

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



2024 Aerial Photo

Map Prepared 15 October 2024

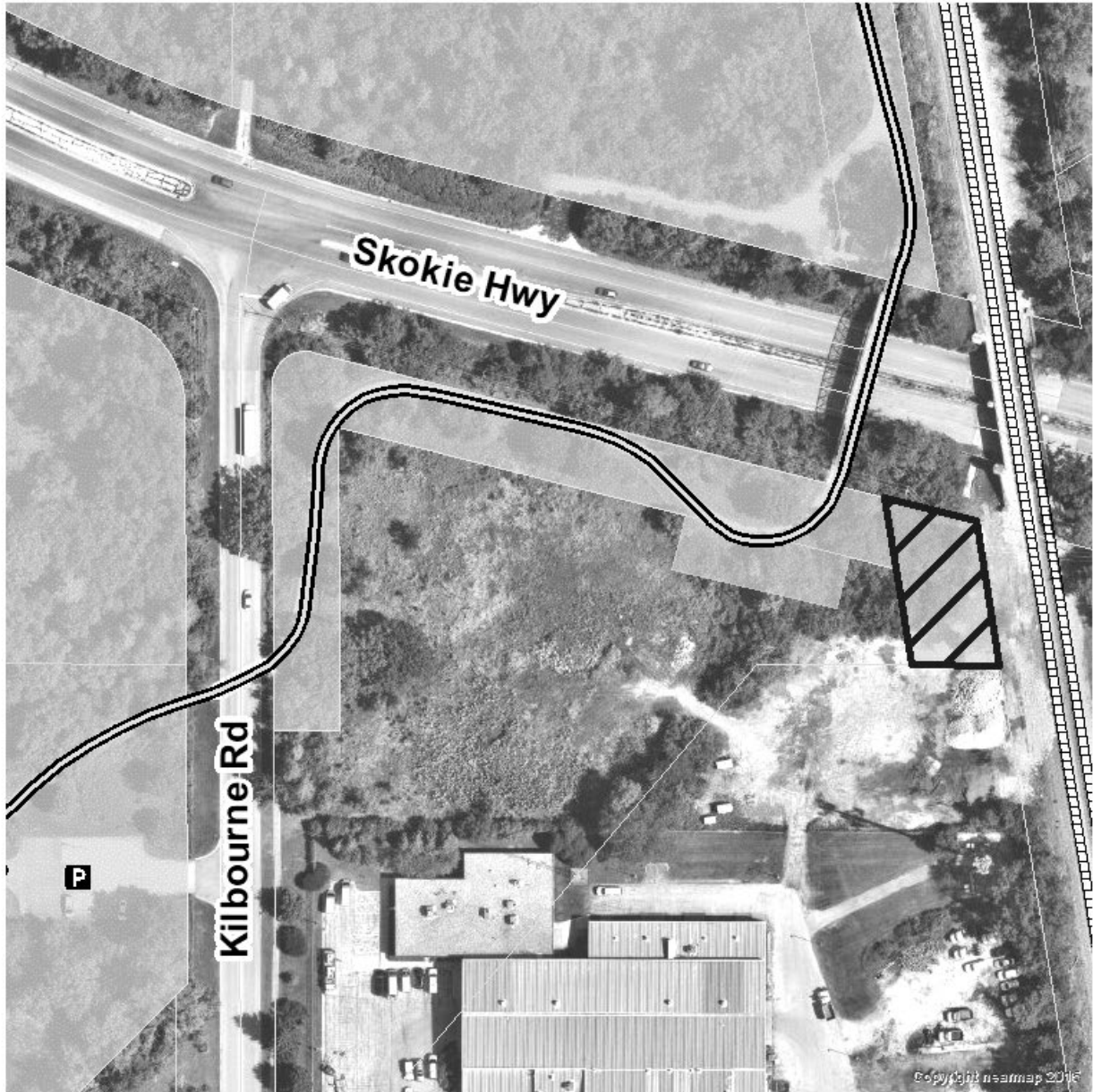
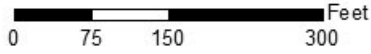


Exhibit B

Lake County Forest Preserve District
Land Preservation and Special Projects
1899 W Winchester Rd
Libertyville, Illinois 60048
847-968-3351



Legend

- Forest Preserve Holdings
- Village Property - North

P District Parking



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

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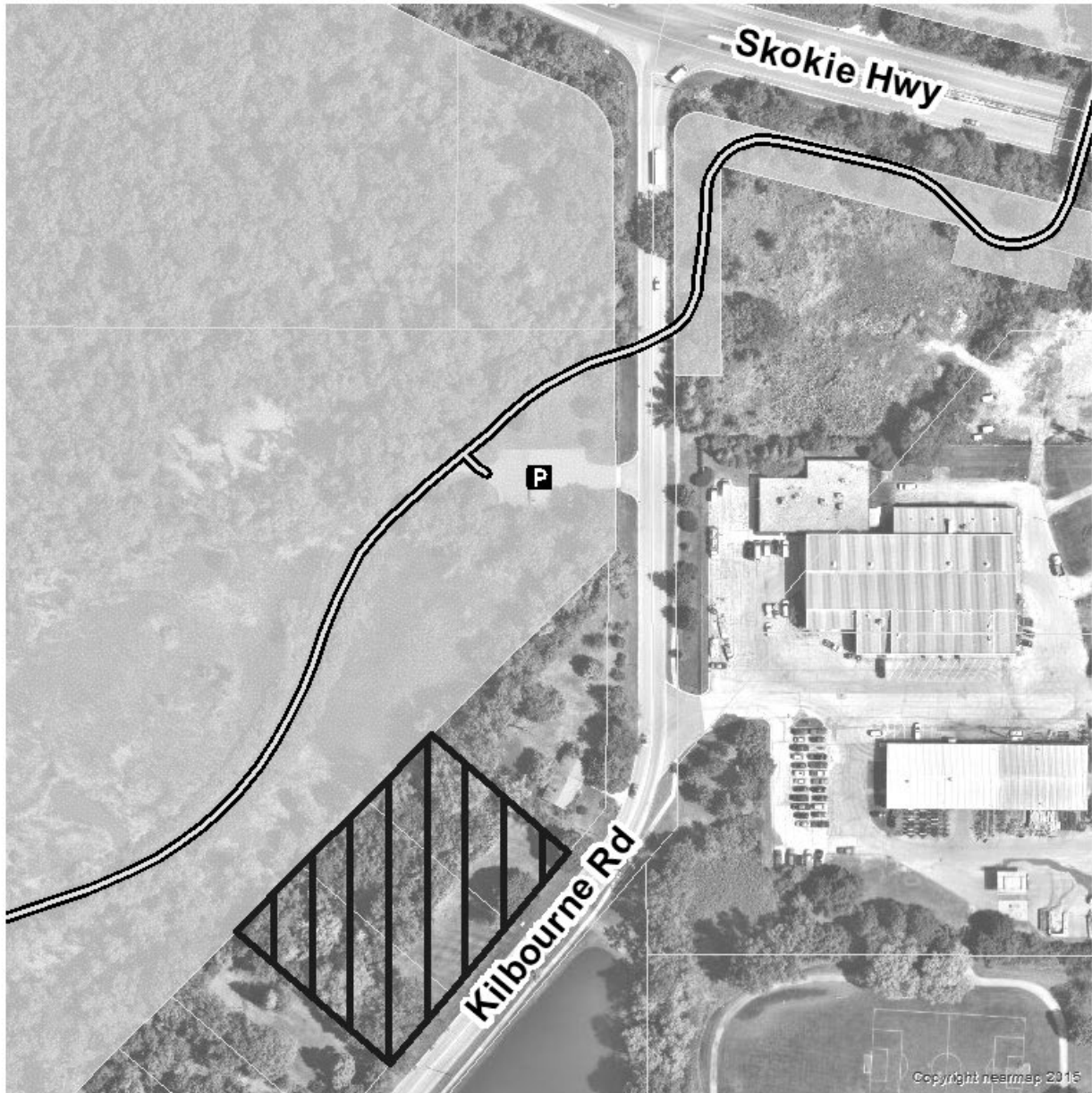


Exhibit C

Lake County Forest Preserve District
Land Preservation and Special Projects
1899 W Winchester Rd
Libertyville, Illinois 60048
847-968-3351

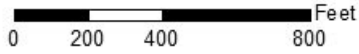
Legend

- Forest Preserve Holdings
- Village Property - South
- Des Plaines River Trail



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

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



2024 Aerial Photo

Map Prepared 15 October 2024

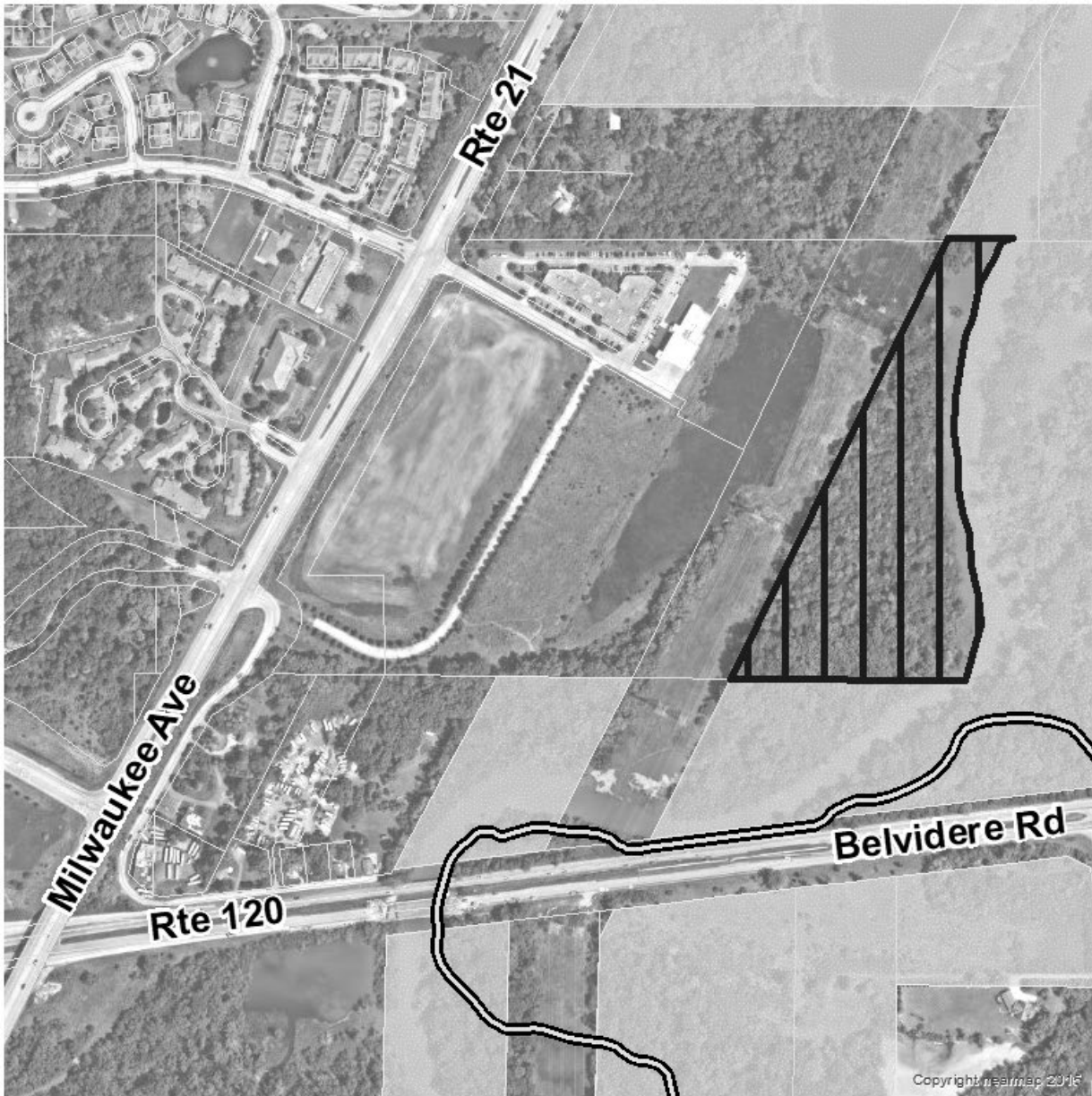


Exhibit D
Intergovernmental Agreement

Intergovernmental Land Exchange Agreement
by and between
Lake County Forest Preserve District
and
Village of Gurnee

This Intergovernmental Land Exchange Agreement (the “Agreement”) is dated as of _____, 2025, which is the Effective Date defined under this Agreement, and is by and between the **Lake County Forest Preserve District**, a body politic and corporate, organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/0.01 *et seq.* (the “District”) and the **Village of Gurnee**, an Illinois municipal corporation organized and existing under the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.* (the “Village”). “Parties” shall collectively refer to both the District and the Village, and “Party” shall refer to either the Village or the District individually, as context may require.

In consideration of the recitals and the mutual covenants and agreements set forth in this Agreement, the sufficiency of which is hereby acknowledged, the District and Village agree as follows:

Section 1. Recitals.

A. The District is the fee simple owner of that parcel of land legally described and depicted on Exhibit A as, and referred to in this Agreement as, the “District Parcel”.

B. The Village is the fee simple owner of four (4) parcels of land consisting of those three (3) parcels of land legally described and depicted on Exhibit B as “Village Property – North”, and that parcel of land legally described and depicted on Exhibit C as “Village Property – South”, and referred to in this Agreement, collectively, as the “Village Parcels”, and each, a “Village Parcel”, and the District Parcel and the Village Parcels are, collectively, the “Exchange Parcels”.

C. The District and the Village desire to exchange the Exchange Parcels, so that the District conveys the District Parcel to the Village and the Village conveys the Village Parcels to the District.

D. The Parties have authority to enter into this Agreement pursuant to the Local Government Property Transfer Act, 50 ILCS 605, *et seq.*; the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; Article VII, Section 10 of the Illinois Constitution; the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and all other applicable authority.

Section 2. Exchange of Property.

If this Agreement is not terminated as provided in Section 4(b) or Section 5(b), (i) the District shall convey the District Parcel to the Village by quit-claim deed and (ii) the Village shall convey the Village Parcels to the District by quit-claim deed. Such exchange and conveyances of the Exchange Parcels shall be made without any monetary consideration or any consideration, other than the exchange itself, it being acknowledged by the Parties that the exchange is mutually beneficial and serves the public interest of the Parties and their constituencies. The Parties further

acknowledge that their rights to terminate this are strictly limited to their rights regarding Title Objections and Environmental Conditions that are not cured or remedied within the specified timeframes, as provided in Section 4(b) and Section 5(b) and no other matters, including matters discovered during the Due Diligence Period (defined below), shall give either Party the right to terminate this Agreement.

Section 3. Closing.

The consummation of the transactions identified in Section 2 (the "Closing") shall simultaneously take place on a date mutually agreed to by the Parties within thirty (30) days after the expiration of the Due Diligence Period (defined below) (the "Closing Date"), through the mutual exchange of deeds and such other delivery items set forth in this Agreement. Possession of the Exchange Parcels shall be simultaneously delivered at Closing, subject only to the Permitted Exceptions (as hereinafter defined).

Section 4. Title Matters.

(a) Title. Within twenty-one (21) days after the Effective Date, each Party may, at its cost, obtain (i) a commitment (a "Commitment") from Chicago Title Insurance Company (the "Title Company"), to issue to such Party at Closing an ALTA Owner's Title Insurance Policy (2016 version) (a) in an amount up to the greater of the fair market value of the Exchange Parcel(s) that it is acquiring and the minimum amount available from the Title Company, (b) with an extended coverage endorsement over all standard exceptions, (c) with such other endorsements as such Party deems appropriate, (d) insuring good, marketable, and insurable title to the Exchange Parcel(s) to be acquired by such Party, and (e) with coverage over any "gap" period, all subject only to the Permitted Exceptions (defined in Section 4.B.4) (the "Title Policy", and (ii) an ALTA/NSPS 2021 standard survey of the Exchange Parcel(s) to be conveyed to such Party (a "Survey").

(b) Exceptions. Within ten (10) days after a Party has obtained a Commitment and Survey with respect to the Exchange Parcel(s) to be conveyed to it, such party (herein, the "Objecting Party") shall send written notice (a "Title Objection Notice") to the other Party (herein, the "Receiving Party") of any objections to items disclosed in the Commitment or Survey ("Unpermitted Exceptions"). Items identified in the Commitment or Survey not objected to by a Party shall be deemed "Permitted Exceptions". Within five (5) days after receipt of a Title Objection Notice, the Receiving Party shall send written notice (a "Cure Notice") to the Objecting Party stating whether the Receiving Party elects to remove, or to cause the Title Company to insure against, the Unpermitted Exceptions (a "Cure"). If the Receiving Party, in such Cure Notice, does not elect to Cure an Unpermitted Exception, then the Objecting Party may, within ten (10) days after receipt of the Receiving Party's Cure Notice, terminate this Agreement, in which case neither Party will have any further rights or obligations pursuant to this Agreement, other than rights or obligations that expressly survive termination; if the Objecting Party does not terminate this Agreement within the Due Diligence Period, it will be deemed to have waived the applicable Unpermitted Exception(s) (which shall then become a Permitted Exception) and the Parties shall proceed to Closing. If the Receiving Party, in such written notice, elects to Cure an Unpermitted Exception, then it shall cure or cause the cure of the Unpermitted Exception prior to or at Closing.

Section 5. Environmental Review.

(a) Inspections. During the period commencing on the Effective Date and ending on the sixtieth (60th) day thereafter (the "Due Diligence Period"), each Party may, at its own expense, conduct such environmental assessments of the Exchange Parcel(s) to be conveyed to it as it deems necessary ("Environmental Assessments"). Each Party shall permit the other, and its employees, agents or designated representatives, reasonable access to the Exchange Parcel(s) owned by it for the purposes of conducting Environmental Assessments. A Party shall not perform any intrusive Environmental Assessment, including, without limitation, a Phase II environmental site assessment or boring, without (i) submitting to the owning Party the scope and inspections for the testing, and (ii) obtaining the prior written consent of the owning Party. The Parties will exercise commercially reasonable efforts to conduct or cause to be conducted all inspections and tests in a manner and at times that will not unreasonably interfere with the current use of the Exchange Parcels. If an Exchange Parcel is damaged or encumbered because of Environmental Assessments, the Party conducting the Environmental Assessments shall promptly restore the Exchange Parcel to its original condition, free of any mechanics' or materialmans' liens or other encumbrances arising out of such Environmental Assessments or restoration.

(b) Option to Close or Terminate. If a Party determines, in its sole discretion, through its review of an Environmental Assessment, that there exists within an Exchange Parcel it intends to acquire a condition that (i) may require environmental clean-up, remediation, or (in the case of underground and above ground storage tanks (collectively, "Storage Tanks") removal, and (ii) may adversely affect such Party's intended use of such Exchange Parcel, then, no later than the expiration of the Due Diligence Period, such Party (herein, the "Reviewing Party") may send the owning Party either (i) a written notice terminating this Agreement (a "Termination Notice"), in which event neither party shall have any further liability to the other or (ii) a written notice describing the clean-up work, remediation work, or removal of any Storage Tanks (collectively, the "Environmental Work") in reasonable detail and requesting that the owning Party either (a) perform or cause to be performed the described Environmental Work before Closing or (b) provide the Reviewing Party with a credit at Closing for the costs and expenses of the Environmental Work (a "Remediation Notice"). Within forty-five (45) days after receiving a Remediation Notice (the "Remediation Notice Period"), the owning Party shall provide the Reviewing Party with a written notice stating whether the owning Party (1) will comply with the Reviewing Party's request to perform the Environmental Work before Closing or provide a credit at Closing or (2) declines to perform the Environmental Work before Closing or provide the requested credit (a "Remediation Notice Response"). If the owning Party does not timely provide a Remediation Notice Response, it will be deemed to have declined to either perform the Environmental Work or provide a credit. In the event that the owning Party declines or is deemed to have declined to either perform the Environmental Work or provide a credit as provided herein, then the Reviewing Party, within five (5) days after the later to occur of (x) the Reviewing Party's receipt of the Remediation Notice Response, or (y) the expiration of the Remediation Notice Period, shall send the owning Party a written notice (an "Environmental Closing/Termination Notice") electing to either: (A) proceed with the Closing, in which case the Reviewing Party shall be deemed to have accepted the applicable Exchange Parcel(s) subject to any Environmental Work that the owning Party declined or is deemed to have declined to perform and without a credit for such Environmental Work, or (B) terminate this Agreement. If the Reviewing Party fails to give an Environmental Closing/Termination Notice as provided above, the Reviewing Party shall be deemed to have

elected to proceed with the Closing and accept the unperformed and uncredited Environmental Work, as set forth in this Section 5(b).

(c) Effect of Termination. If this Agreement is terminated pursuant to this Section 5, neither Party shall have any further obligations or liabilities under this Agreement, except for those that expressly survive termination, if any. Notwithstanding the foregoing, in addition to the District's right to terminate this Agreement as provided in Section 5(b), the District shall also have the right to deliver a Termination Notice, or to deliver an Environmental Closing/Termination Notice electing to terminate, with respect to less than all of the Village Parcels. In the event that the District shall have either (i) timely provided a Termination Notice, with respect to one (1) or more, but not all, of the Village Parcels, or (ii) timely provided an Environmental Closing/Termination Notice electing to terminate this Agreement with respect to one (1) or more, but not all, of the Village Parcels, then this Agreement shall terminate with respect to the Village Parcel(s) designated in the District's Termination Notice or Environmental Closing/Termination Notice, as the case may be, but shall continue in full force and effect with respect to the remaining Village Parcel(s), which shall thereafter for all intents and purposes pursuant to this Agreement be the "Village Parcels". For the avoidance of doubt, the District shall have the right to terminate this Agreement with respect to one (1), two (2), three (3), or all four (4) of the Village Parcels, subject to the terms of this Section 5, in the District's sole and absolute discretion.

Section 6. Representations and Warranties of the Parties. Each Party represents and warrants to the other Party that:

(a) it has not entered into any agreements pursuant to which any third party has the right to acquire all or any portion of the Exchange Parcel(s) that it owns or any interest therein;

(b) all the requisite approvals for such Party to consummate the transaction contemplated hereunder shall have been obtained prior to the Closing;

(c) there are not now and will not be at Closing, any leases, tenancies, licenses, concessions, franchises, options or rights of occupancy or purchase, service or maintenance contracts or other contracts which will be binding upon the Party, or any portion of the Exchange Parcel(s) that it owns, after the Closing;

(d) the Exchange Parcel(s) that it owns is/are not affected by or subject to: (a) any pending or, to the best of the Parties knowledge, threatened condemnation suits or similar proceedings, (b) other pending or, to the best of the Parties' knowledge, threatened claims, charges, complaints, petitions or unsatisfied orders by or before any administrative agency or court, or (c) any pending or, to the best of the parties' knowledge, threatened claims, suits, actions, complaints, petitions or unsatisfied orders by or in favor of any party whatsoever;

(e) to the best of its knowledge, there are no unrecorded easements, liens or encumbrances affecting the Exchange Parcel(s) that it owns.

(f) it has received any written notice of, and to the best of the Party's knowledge, there is not any violation of any law, ordinance, order, regulation or requirement,

including, but not limited to, building, zoning, environmental, safety and health ordinances, statutes, regulations and requirements issued by any governmental or municipal body or agency having jurisdiction over the Exchange Parcel(s) that it owns; and

(g) the exchange and conveyance of its portion of the Exchange Parcel(s), pursuant to this Agreement, does not qualify as the sale of the major part of the real property, by either Party, so as to trigger the requirements of the Bulk Sale laws of Illinois pursuant to 35 ILCS 5/902(d), 35 ILCS 120/5(j), and 820 ILCS 405.2600 or to any related laws.

Section 7. Brokers.

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

Section 8. Removal of Personal Property.

After the Due Diligence Period, and before Closing, each Party, at its own expense, shall completely remove or cause to be removed all materials, equipment, signs, and other personal property located at or on the Exchange Parcel(s) that it owns in accordance with all applicable laws.

Section 9. Notices.

Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered: (i) personally, (ii) overnight by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by electronic mail. Electronic mail notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. Mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such Party, but no notice of a change of addressee or address shall be effective until actually received. Notices and communications to the Parties shall be addressed to, and delivered at, the following address:

If to the District:

Lake County Forest Preserve District
1899 West Winchester Road
Libertyville, IL 60048
Attn.: Ken Jones
Email: kjones@lcfpd.com

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

If to the Village: Village of Gurnee
325 N. O'Plaine
Gurnee, Illinois 60031
Attn.: Patrick Muetz
Email: patm@village.gurnee.il.us

With a copy to: Fugua Winter Ltd.
9 North County Street
Waukegan, IL 60085
Attn.: Bryan Winter
E-mail: bwinter@fuquawinter.com

This section will not invalidate a written notice that is actually and timely received.

Section 10. Condition of Exchange Parcels.

The Exchange Parcels will be conveyed on an "AS IS, WHERE IS" basis, with all faults (except for Unpermitted Exceptions), and without any representations or warranties of any kind, express or implied, by the transferring Party, including but not limited to, any warranty of condition. This "As Is" provision shall survive the exchange and be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Section 11. Effective Date.

This Agreement will become effective on the date upon which the corporate authorities of both the Village and the District have approved this Agreement (the "Effective Date").

Section 12. Compliance with Laws.

In exercising their rights under this Agreement, the Parties shall comply with all applicable federal, state, and local laws.

Section 13. Governing Law.

This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

Section 14. Exhibits.

Exhibits A and B attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement.

Section 15. Authority to Execute.

Each person executing this Agreement warrants and represents to the Parties (i) that he or she has the full and complete right, power and authority to execute this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement on behalf of the Party on whose behalf he or she is executing; and (ii) that all legal actions necessary to authorize him or her to execute and deliver this Agreement have been taken.

Section 16. No Third Party Beneficiaries.

No claim as a third party beneficiary under this Agreement by any person or entity shall be made, or be valid, against the Parties.

Section 17. Amendments and Modifications.

No amendment or modification to this Agreement that affects the rights or obligations of a Party shall be effective unless and until it is reduced to writing and approved and executed by all Parties affected by the amendment or modification.

[Signature page to follow]

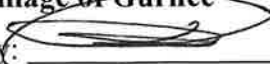
The undersigned have caused this Agreement to be executed as of the Effective Date.

Lake County Forest Preserve District

By: _____
Name: _____
Title: _____

Attest:
By: _____
Name: _____
Title: _____

Village of Gurnee

By: 
Name: THOMAS B. HOOD
Title: VILLAGE PRESIDENT


Attest: _____
By: 
Name: ANDY HARRIS
Title: VILLAGE CLERK

EXHIBIT A

Legal Description and Depiction of the District Parcel

**35709 N Skokie Highway, Gurnee, Illinois 60031
Portion of PIN 07-14-200-033**

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS TO-WIT: COMMENCING AT THE POINT OF INTERSECTION WITH THE CENTERLINE OF THE EAST MAIN OF THE CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, FOR A DISTANCE OF 50 FEET, AS MEASURED AT RIGHT ANGLES TO SAID CENTERLINE OF THE EAST MAIN OF SAID CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD TO A POINT, SAID POINT ALSO BEING THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING WESTERLY ALONG THE SOUTH LINE OF SAID QUARTER QUARTER SECTION TO THE POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF SAID RAILROAD WHICH IS 116 FEET, AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF THE EAST MAIN OF THE CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD; THENCE NORTHWESTERLY ALONG THE WESTERLY RIGHT OF WAY LINE WHICH IS 116 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF THE EAST MAIN OF SAID RAILROAD TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF SAID QUARTER QUARTER SECTION; THENCE EASTERLY ALONG THE NORTH LINE OF SAID QUARTER QUARTER SECTION TO A POINT WHICH IS 50 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF THE EAST MAIN OF SAID CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD; THENCE SOUTHERLY ALONG A LINE WHICH IS 50 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF THE EAST MAIN OF SAID CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD TO THE PLACE OF BEGINNING OF THIS DESCRIPTION, ALL IN LAKE COUNTY, ILLINOIS, EXCEPT THAT PART THEREOF FALLING IN AND LYING NORTH OF FEDERAL AID ROUTE NO. 22 AND 99.

Exhibit A

Lake County Forest Preserve District
 Land Preservation and Special Projects
 1889 W Winchester Rd
 Libertyville, Illinois 60048
 847-968-2351



Legend

- Forest Preserve Property
- Des Plaines River Trail
- District Parcel
- Railroad

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

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

2024 Aerial Photo

Map Prepared 7 October 2024

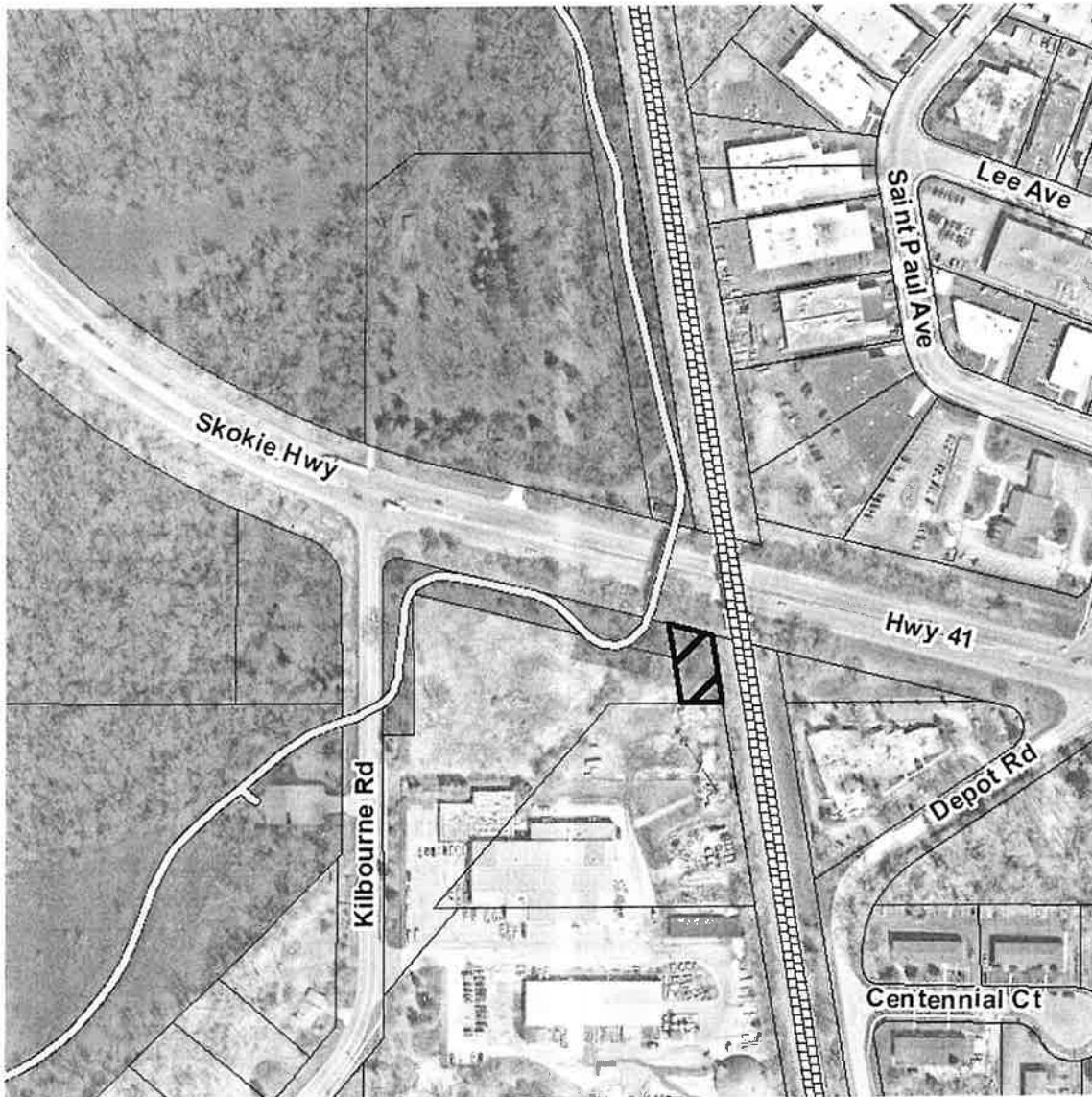


EXHIBIT B

Legal Description and Depiction of the Village Property - North

**1072 Kilbourne Road, Gurnee, Illinois 60031
PIN 07-14-302-004**

LOT 4 IN FULLER'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED FEBRUARY 28, 1961 AS DOCUMENT 1100024, IN BOOK 36 OF PLATS, PAGE 81, IN LAKE COUNTY, ILLINOIS.

**1100 Kilbourne Road, Gurnee, Illinois 60031
PIN 07-14-302-003**

LOT 3 IN FULLER'S SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 28, 1961 AS DOCUMENT NUMBER 1100024, IN BOOK 36 OF PLATS, PAGE 81, IN LAKE COUNTY, ILLINOIS.

**1110 Kilbourne Road, Gurnee, Illinois 60031
PIN 07-14-302-002**




LOT 2 IN FULLER'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED FEBRUARY 28, 1961 AS DOCUMENT 1100024, IN BOOK 36 OF PLATS, PAGE 81, IN LAKE COUNTY, ILLINOIS.

Exhibit B

Lake County Forest Preserve District
 Land Preservation and Special Projects
 1899 W Winchester Rd
 Libertyville, Illinois 60049
 847-968-2351



Legend

-  Forest Preserve Holdings
-  District Parking
-  Village Property - North



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

2024 Aerial Photo

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

Map Prepared 15 October 2024

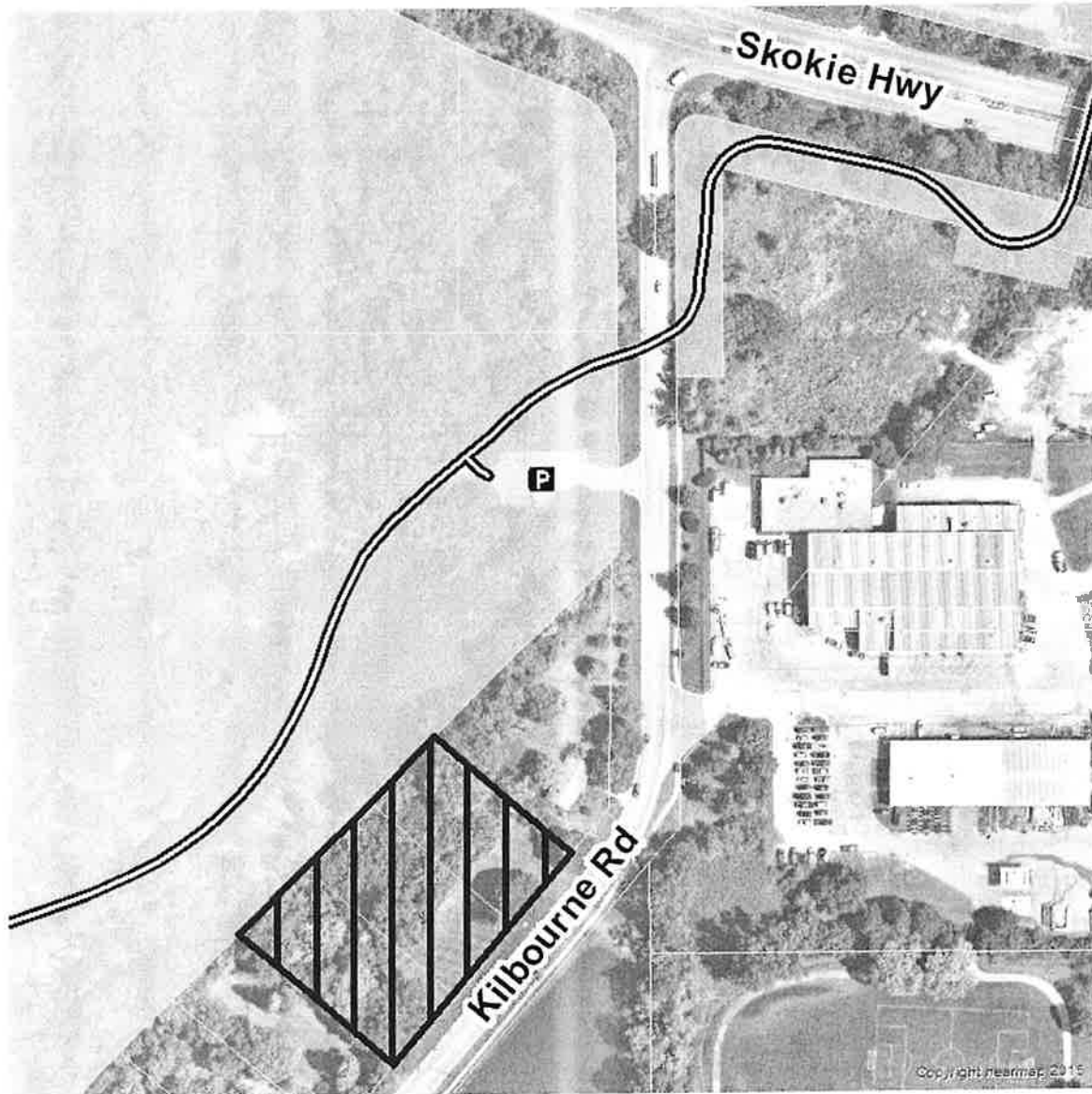


EXHIBIT C

Legal Description and General Depiction of the Village Property - South

PIN 07-27-300-006

That part of the North half of the South West quarter of Section 27, Township 45 North, Range 11, East of the Third Principal Meridian, lying West of the center line of Des Plaines River and lying Easterly of Commonwealth Edison right of way, in Lake County, Illinois.

Also described as:

A TRACT OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH EAST CORNER OF THE SOUTH WEST 1/4 OF SECTION 27, TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION, 282.68 FEET TO THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG A LINE 1479.71 FEET TO A POINT WHICH IS ON THE SOUTH LINE OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 27, WHICH IS 942.65 FEET WEST OF THE EAST LINE OF SAID SOUTH WEST 1/4 OF SAID SECTION 27; THENCE EAST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 27, TO THE CENTERLINE OF THE DES PLAINES RIVER; THENCE NORTH ALONG THE CENTERLINE OF THE DES PLAINES TO THE NORTH LINE OF THE NORTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE WEST ALONG SAID LINE TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

Exhibit C

Lake County Forest Preserve District
Land Preservation and Special Projects
1899 W Winchester Rd
Libertyville, Illinois 60048
847-968-3351

Legend

- Forest Preserve Holdings
- Village Property - South
- Des Plaines River Trail



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

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



2024 Aerial Photo

Map Prepared 15 October 2024

