



## **Request for Proposal**

**2023 Agreement for Recreational Services of an Enterprise Facility at 2205 Skokie Valley Road  
Highland Park, IL**

**Wednesday, August 30, 2023**

## **Public-Private Partnership**

**Highland Park Golf Learning Center:  
2205 Skokie Valley Road  
Highland Park, IL 60035**

**PRE-PROPOSAL MEETING:  
Wednesday, September 13, 2023, at 2:30 pm  
Highland Park Golf Learning Center  
2205 Skokie Valley Road  
Highland Park, IL 60035**

**SUBMISSION DEADLINE:  
Tuesday, September 19, 2023, at 1:00 pm**

**Ryan Ochs  
Park District of Highland Park  
636 Ridge Road  
Highland Park, IL 60035**

August 30, 2023

The Park District of Highland Park is seeking proposals to provide recreation services for an enterprise facility in consideration for payment to the Park District of Highland Park. The proposed facility and management services must provide recreational activities with optional complementary food and beverage service. Proposals should present a plan for the following scope of work: the operation and management of an enterprise facility, with consideration given to a proposed design, construction, and financing at 2205 Skokie Valley Road. Proposals can be for all, or portions of the entire property. Additionally, a Concessionaire may just propose food and beverage services.

Please review the request for proposals attached in its entirety for details on the project scope, schedule, Park District terms and conditions, and proposal instructions. Each party submitting a proposal will be referred to as a “Concessionaire,” but such moniker is not intended to limit the structure of the public-private partnership sought by the Park District.

The RFP packet is also available on our website at <http://www.pdhp.org/bids-rfps/> and specifies required qualifications, scope of work, submittal instructions and a set of proposal forms. **Please note that if you intend to submit a proposal for this project, then it is your responsibility to register with Ryan Ochs via [rochs@pdhp.org](mailto:rochs@pdhp.org).** This will identify you as a registered plan holder and therefore, you will receive any addenda that may be issued. Addenda will be sent only to those Concessionaires that complete such registration. The Concessionaire remains responsible for obtaining all addenda to the original specification.

A **pre-proposal meeting** held at Highland Park Golf Learning Center, 2205 Skokie Valley Road, Highland Park, IL 60035, on Wednesday, September 13, at 2:30 pm is highly encouraged and attendance will be considered through the selection process to evaluate Concessionaire familiarity with the property and project scope.

Proposals should be e-mailed to [rochs@pdhp.org](mailto:rochs@pdhp.org).

Proposals will be accepted no later than Tuesday, September 19, 2023, at 1:00 pm. Concessionaires are solely responsible for ensuring delivery of the proposal on time.

Questions regarding this project or the enclosed documents can be directed to Ryan Ochs at [rochs@pdhp.org](mailto:rochs@pdhp.org) and will be addressed at the pre-proposal meeting on September 13. Questions submitted before, during and after the pre-proposal meeting will be published with answers in writing in the form of addenda. Questions or requests for additional information will only be accepted through September 14, 2023. Oral answers or clarifications are not binding on the Park District.

Sincerely,

Ryan Ochs  
Superintendent of Golf

**TABLE OF CONTENTS**

TABLE OF CONTENTS.....3

GENERAL INFORMATION.....4

ANTICIPATED SCHEDULE FOR SOLICITATION.....7

EVALUATION OF PROPOSALS.....8

SUBMITTAL REQUIREMENTS.....9

TERMS AND CONDITIONS.....13

PROJECT EXPECTATIONS.....19

SUMMARY OF BUSINESS ARRANGEMENTS.....20

PROPOSAL FORM.....22

REFERENCES.....24

CONCESSIONAIRE PROFILE AND QUALIFICATIONS.....25

CONTRACTOR’S CERTIFICATION OF ELIGIBILITY .....27

SAMPLE CONTRACT.....28

ATTACHMENT 1: AERIAL VIEW OF SITE.....58

ATTACHMENT 2: PLAT OF SURVEY OF SITE.....59

ATTACHMENT 3: BUILDING LAYOUT..... 60

ATTACHMENT 4: 2019 ATTITUDE AND INTEREST SURVEY.....61

ATTACHMENT 5: GRANT OF CONSERVATION RIGHT AND EASEMENT AND THREE  
AMENDMENTS..... 111

## GENERAL INFORMATION

### **Introduction**

The Park District of Highland Park is seeking proposals to provide management services of a recreational enterprise facility via a licensing agreement in consideration for payment of an annual fee paid to the Park District of Highland Park. The facility and management services must provide recreational activities with optional complementary food and beverage service. Proposals should present a plan for the following scope of work: the operation and management of an enterprise facility, with consideration given to a proposed design, construction, and financing at 2205 Skokie Valley Road. Proposals can be for all or portions of the entire property. Additionally, a Concessionaire may just propose food and beverage services. Each party submitting a proposal will be referred to as a “Concessionaire,” but such moniker is not intended to limit the structure of the public-private partnership sought by the Park District.

The property at 2205 Skokie Valley Road, Highland Park, IL consists of 20.5 +/- acres and is assigned P.I.N. 16-22-101-057. Please see Attachment 1 for aerial picture. It currently has 40 illuminated outdoor golf ball hitting stations with both grass and mat hitting areas. During winter months, this area is used as an illuminated dog park. Additionally, the site contains an 18-hole illuminated mini golf course with a waterfall. The site also includes a heated dome that is owned and operated by a third-party licensee with a year-to-year license agreement (the dome shell is not a fixture), that expires April 30, 2024. The dome is used for golf and sports teams from November through March. There are 167 parking spaces at the facility. The property is located over a “capped” City of Highland Park landfill. There is also a 1,250 square foot building on the property (see Attachment 4 for layout) that includes a countered front service area of 138 sq. ft, an office that is 8'x11', a newly remodeled ADA accessible men’s bathroom that is 7'x12', a newly remodeled ADA accessible women’s bathroom that is 7'x12', a garage that is 23'x23' and a vending machine area that is 200 sq. ft. The outside area of the building includes a screened porch that is 24'x17', a covered area outside of the service window that is 20'x10', two storage sheds that are both 8'x12', and a fenced area that houses the electric for the building and outdoor lights 10'x18'. Proposals can be for the entire site or for a portion of the site. The Concessionaire may propose to redesign the property. Additionally, a Concessionaire may just propose food and beverage services.

### **Pre-Proposal Meeting**

A **pre-proposal meeting** held at Highland Park Golf Learning Center, 2205 Skokie Valley Road, Highland Park, IL 60035, on Wednesday, September 13, at 2:30 pm is highly encouraged and attendance will be considered through the selection process to evaluate Concessionaire familiarity with the property and project scope.

### **Interview Process**

Concessionaires will be evaluated based upon the criteria listed on page 8 for consideration. Proposals selected for further consideration may be asked to provide additional information as noted on page 10.

### **Negotiations**

The District reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP.

After a review of the proposals, and possible oral presentations, the District intends to enter into an agreement with the selected Concessionaire. If an agreement is not finalized in a reasonable amount of time as determined by the District in its sole discretion, then the District reserves the right to negotiate with other Concessionaires as may best serve the interests of the District.

### **Reserved Rights**

All proposals received by the District shall be owned by the District. The District reserves the right at any time and for any reason to cancel this Request for Proposal or any portion thereof, to reject any or all proposals, or to accept any alternate or combination of proposals. The District reserves the right to waive any immaterial defect in any proposal. Unless otherwise specified, the District has one hundred and eighty (180) days from the published submission date to enter into an agreement with a Concessionaire. The District may seek clarification from a Concessionaire at any time and failure to respond promptly is cause for rejection.

### **Incurred Costs**

The District will not be liable, under any circumstance, for any costs incurred by Concessionaire in replying to this RFP and participating in the evaluation process.

### **Award**

A Concessionaire to whom an offer is made shall be required to enter a written contractual agreement with the District in a form approved by legal counsel for the District. This RFP and the proposal, or any part thereof, may be incorporated into and made part of the final written agreement. The District reserves the right to negotiate the terms and conditions of the agreement with the selected Concessionaire.

### **Taxes**

Park District of Highland Park is not subject to Federal Excise Tax and is exempt from state and local taxes.

### **Equal Employment Opportunity**

Equal Employment Opportunity Clause, Section 6.1 of the Illinois Department of Human Rights Rules and Regulations shall be a material term of this agreement.

### **Sustainability**

The District is committed to sustainable practice that benefits our environment and the health and safety of our customers. The Concessionaire agrees to work with District staff if applicable on sustainable project elements and materials.

### **Additional Information**

Should the Concessionaire require additional information about this proposal, requests must be submitted in writing to Ryan Ochs by e-mail, [rochs@pdhp.org](mailto:rochs@pdhp.org), no less than five (5) days prior to the submission deadline. ANY and ALL changes to these specifications are valid only if they are included by written addendum to all Concessionaires. No interpretation of the meaning of the plans, specifications or other documents will be made orally, and if so made is not binding on the District. Failure of any Concessionaire to receive any such addendum or interpretation shall not relieve the Concessionaire from obligation under its proposal as submitted. All addenda so issued shall become part of the proposal documents. Failure to request an interpretation constitutes a waiver to later

claim that ambiguities or misunderstandings caused a Concessionaire to improperly submit a proposal.

## ANTICIPATED SCHEDULE FOR SOLICITATION

RFP Issuance Date	Friday, August 30, 2023
Pre-Proposal Meeting	Wednesday, September 13, 2023, at 2:30pm
Final Day for Questions/Requests for Information	Thursday, September 14, 2023
Proposals Due No Later Than	Tuesday, September 19, at 1:00pm
Notification of Qualification for Interview	Friday, September 22
Interview Dates	October 2 - October 13
Award Date	October 25
License Agreement Start	May 1, 2024
Anticipated Project Completion	Open

## EVALUATION OF PROPOSALS

### **Evaluation Criteria**

A committee comprised of District staff and/or officials will review proposals to select the proposal(s) which, in the sole discretion of the District, is determined to be in its best interests. The District may still, thereafter, choose not to award any contract or to award a negotiated and modified proposal.

Proposals submitted will be evaluated based upon the following criteria at a minimum:

- Adherence to Grant of Conservation Right and Easement (Attachment 3) including Skokie River Woods – Proposed projects not in compliance with the Grant of Conservation Right and Easement will require approval from the Lake County Forest Preserve District Board if it is the accepted project by the Park District of Highland Park
- Anticipated impervious vs. permeable areas rendered by the project
- Congruency with the Park District of Highland Park Mission “To enrich community life through healthy leisure pursuits and an appreciation of the natural world.”
- Schedule of fees paid to Park District of Highland Park
- Does not compete with existing Park District of Highland Park facilities and operations
- Congruency with the Preserve of Highland Park and connectivity throughout the Preserve
- Public benefit to Highland Park residents
- Attendance at pre-proposal meeting
- Considers existing amenities including the golf driving range, mini golf, dog park and athletic dome
- Synergy with identified needs in the 2019 Attitude and Interest Survey for the Park District of Highland Park (See Attachment V)
- Diversity of amenities offered
- Inclusion of food and beverage component
- Consideration of discounts to residents of Highland Park
- Consideration of Park District of Highland Park usage

## **SUBMITTAL REQUIREMENTS**

Proposals must complete and submit the Proposal Form, References, Concessionaire Profile and Qualifications, Contractors Certification of Eligibility on Pages 22-27 in addition to a written response to the following:

- 1. Proposed Recreation Services, Facility and Management Thereof including the following:**
  - A. Provide a description of the recreational services and amenities that will be provided
  - B. Provide a description/schedule of the fees paid to Park District of Highland Park including consideration of evaluation criteria
  - C. Provide a description of the public benefit to Highland Park residents and how it is congruent with the Park District of Highland Park mission statement “To enrich community life through healthy leisure pursuits and an appreciation of the natural world.”
  - D. Provide a description of the synergy with identified needs in the 2019 Attitude and Interest Survey for the Park District of Highland Park (See Attachment V)
  - E. If construction of a new facility is proposed, provide a detailed written description and concept drawing.

## ADDITIONAL SUBMITTAL REQUIREMENTS

If the Concessionaire is selected to be considered for an interview, the following may be required:

### 1. Financial Proposal

The Financial Proposal may include the following as described more fully below:

- A. Financial templates based upon Concessionaire's own assumptions;
- B. Financial strategies;
- C. Financial guarantee, performance security and recourse information;
- D. Financial arrangements between Concessionaire members;
- E. Details on all debt and equity financing commitments for the Project;
- F. Any other information reasonably required to allow financial evaluation; and
- G. Means of calculating the Concessionaire's annual payment to the District.

### 2. Financial Information

- A. **Description of Concessionaire:** Provide a description of the Concessionaire and the anticipated legal relationship (governance and capital structure) for the Concessionaire. Include in the description of the Concessionaire a description and approximate value of real estate development currently under their control. All equity investors should be identified.
- B. **Controlling Interest:** Identify the individuals or companies who hold more than 20% controlling interest in each of the participating Concessionaires. Controlling interest refers to the ability to direct the operations of the Concessionaire, not necessarily the distribution of the profits.
- C. **Evidence of Financial Resources:** Concessionaires must provide specific evidence that they have the sufficient financial resources and experience to complete all aspects of the Project or demonstrate their capability to raise financing for a project of this nature and scope. This evidence should include copies of audited financial statements for the past three (3) years together with any other relevant financial information in electronic form. If audited financial statements cannot be provided, Concessionaires should provide sufficient financial information to demonstrate that they have the financial resources to successfully execute a project of this nature and scope. Except as required by applicable law, materials marked as proprietary or confidential will be considered as such. Information that must be provided, in addition to any audited financial statements, include:
  1. Available financial resources
  2. Capability of raising capital (public placement debt, private placement debt, equity, other) in the capital market

Concessionaires should provide detailed financial information in support of the proposed Periodic Payment proposed by Concessionaire and shall clearly identify the Concessionaire's proposed Periodic Payment, or the means of calculating the Periodic Payment, over the Term. Such submissions will include:

1. Capital cost estimate;
2. Design cost estimate;
3. Other costs; and
4. Periodic Payment calculations and proposal (with components identified).

#### **D. Financing Commitment Summary**

The Concessionaires should provide details on any third-party commitments and guarantees for financing provided in its Proposal. Concessionaires planning to use third-party Project-specific debt financing of any type must provide commitment letters for (i) the full construction component of the Project, and (ii) forward commitments for “take-out” long-term financing for operations of the Project. All relevant correspondence from third-party financial institutions should be provided. “Term sheets” and other similar forms of non-binding indicative terms from funders will not be deemed sufficient evidence of construction financing availability. Concessionaires should clearly indicate the extent of their support/guarantee of forward third-party take-out financing commitments, if used. Full details of the debt and equity components, as applicable, of the proposed financing plan must be provided by each Concessionaire. These will include the amount, sources, term, interest rate, terms of repayment, transaction fees, loan security, collaterals, guarantees and warranties. If the Concessionaire is self-funding or providing its own equity financing, Concessionaire shall provide specific details and information to demonstrate that it can adequately self-fund the Project.

### **3. Technical Proposal (If Applicable)**

Concessionaires should articulate their technical capability to complete a project of this scale and complexity. Concessionaires shall address the manner in which the Concessionaire would undertake all work required to complete the Project. Specifically, the Concessionaire should demonstrate proficiency/experience in the following areas (through project examples) and provide a short description (1-2 paragraphs, not to exceed 300 words for each section) of how this proficiency/experience applies to the Project:

A. Development Implementation: Proposed team has experience constructing recreational facilities or other similar buildings and can complete projects on schedule and on budget. Please also highlight any experience partnering with units of government on development initiatives, particularly through a public-private partnership. This shall include the overall qualifications and ability to meet the scope of work outlined in this RFP and include a statement guaranteeing the validity of the Proposal, including all proposed fees and costs, for a period of 120 days beyond the submission date. The proposal shall also describe your understanding of the Project and provide a detailed account of the approach taken by the Concessionaire to the successful implementation and completion of the project.

1. Describe Concessionaire’s cost estimation techniques.
2. Describe Concessionaire’s quality control process.
3. Provide a listing of any subcontractors the Concessionaire intends to employ in execution of the Project, including name, address, contact’s email, telephone number, and name of contact person. Discuss the proposed subcontractor’s role and provide information on subcontractors’ experience performing similar work. All subcontractors are subject to the approval of the District.
4. Provide a statement that other projects or work will not hold up the Project or cause a conflict of interest. To that end, Concessionaires shall disclose any financial, business or other relationships with the District that may have an impact on the outcome of this Project or any resulting construction project. Concessionaires shall

also list current clients who may have a financial interest in the outcome of this Project.

- B. Proposed design and construction team has had experience designing and constructing recreational facilities or other similar building projects. As provided in the Project Contract, the Concessionaire will produce design plans sufficient for construction that, as a minimum, provides the following information:

- 1. Color elevations of the recreational facility, including a schedule of surface materials and finishes;
- 2. A landscaping design report is required.

#### **4. Construction Schedule Proposal (If Applicable)**

The construction schedule should be prepared in sufficient detail that it can be used as the schedule throughout construction of the Project and should include a description of the key components and major activities of the work.

The construction schedule should set forth in detail the entire Project, showing the major milestones in the process from design through to Project commissioning or opening. The construction schedule should be in a “critical path” method format with anticipated milestone dates within the critical path clearly indicated. The milestones should include but not be restricted to the following:

- A. Anticipated signing of contract as provided herein
- B. Dates of interim and final completion for the various design components and related compliance review dates, where applicable
- B. Start of demolition
- C. Start of construction
- D. Anticipated commencement and completion dates for each portion of the construction phase of the Project
- E. Scheduled dates for Substantial Completion and Total Completion
- F. Start-up and grand opening

## **TERMS AND CONDITIONS**

### **Concessionaire Qualifications**

The Concessionaire's personnel and management to be utilized in this Project shall be knowledgeable in their areas of expertise. The District reserves the right to check references to ensure that competent persons will be utilized in the performance of the agreement.

### **Items to be Submitted**

Concessionaires shall submit the items listed below. Concessionaires lacking these completed items may not be considered for award if no explanation is provided as to why item is not being submitted.

- See Submittal Requirements
- Required Forms
  - Proposal Form
  - References
  - Concessionaire Profile and Qualifications Form
  - Contractor's Certification of Eligibility

Each Proposal may include additional materials and brochures; however, the District is not obliged to, and may not, consider such information. All exceptions to these RFP terms and specifications must be clearly documented.

### **Timely Submissions**

The receipt of proposals will cease at the date and time set forth above. Proposals received after the scheduled date and time will not be considered.

### **Responsibility and Default**

The Concessionaire shall be required to assume responsibility for the fulfilment of all items listed in this Request for Proposals. The successful Concessionaire shall be considered the sole point of contact for purposes of this contract agreement.

### **Change in Status**

The Concessionaire shall notify the District immediately of any change in its status resulting from any of the following:

- Concessionaire is acquired by another party
- Concessionaire becomes insolvent
- Concessionaire, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act
- Concessionaire ceases to conduct its operations in normal course of business

The District shall have the option to terminate its agreement with the Concessionaire immediately on written notice based on any such change in status.

### **Hold Harmless Clause**

The successful Concessionaire agrees to indemnify, save harmless and defend the Park District of Highland Park, its agents, servants, employees, and each of them against from any and all lawsuits, claims, demands, liabilities, losses, and expenses; including court costs and reasonable attorney's

fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, or infringement on intellectual property rights which may arise or which may be alleged to have arisen out of intentional, willful, negligent or wrongful acts by Concessionaire, its subcontractors, consultants and agents, in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the Park District of Highland Park, its agents, servants, or employees or any other person indemnified hereafter.

**Insurance Requirements**

The successful Concessionaire shall be required to keep in force, to the satisfaction of the Owner, at all times during the performance of any work referred to above, Workers Compensation and Employer’s Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in at least the type and amounts as follows:

- a. Workers' Compensation:
  - i. State: Statutory
  - ii. Applicable Federal (e.g., Longshoremen's): Statutory
  - iii. Employer's Liability
    - \$1,000,000.00 Per Accident
    - \$1,000,000.00 Disease, Policy Limit
    - \$1,000,000.00 Disease, Each Employee
- b. Commercial General Liability:
  - \$2,000,000.00 General Aggregate
  - \$1,000,000.00 Products Completed Operations Aggregate
  - \$1,000,000.00 Personal and Advertising Injury
  - \$1,000,000.00 Each Occurrence
  - \$ 50,000.00 Fire Damage (any one fire)
  - \$ 5,000.00 Medical Expense (any one person)
- c. Business Automobile Liability (including owned, non-owned and hired vehicles):
  - i. Bodily Injury:
    - \$1,000,000.00 Per Person
    - \$1,000,000.00 Per Accident
  - ii. Property Damage
    - \$1,000,000.00 Per Occurrence
- d. Umbrella Excess Liability:
  - \$2,000,000.00 over Primary Insurance
- e. Professional Liability (Errors and Omissions) Insurance appropriate to the CONCESSIONAIRE’s profession:
  - i. \$1,000,000 Per Occurrence
  - ii. \$2,000,000 Aggregate

Prior to beginning work, the Concessionaire shall have to furnish the Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

*Builder’s Risk Prior to Completion.* At all times when any construction work is being conducted or construction supply deliveries are being made with respect to the Project, Concessionaire shall keep in force, with respect to work contracted for by Concessionaire with respect to the Project, builder’s risk

insurance on a completed value basis, in non-reporting form, against all risks of physical loss, including collapse, covering the total value of work performed and equipment, supplies and materials furnished for the Project. Such insurance coverage shall be issued by a carrier or carriers satisfactory to the District. All such policies shall provide, and Concessionaire shall cause each carrier in question to issue a certificate to the District evidencing that:

- (a) District is named as additional named insureds under each such policy in question;
- (b) such coverage shall not be canceled or modified without prior thirty (30) day written notice to Concessionaire and the District; and
- (c) the policy in question does not contain any so-called “insured v. insured” clause creating any exclusion from coverage with respect to any claim on the basis that both the covered party and the claimant (i.e., the person or entity that would be the recipient of the policy proceeds) are insureds under the policy.

### **Sexual Harassment Policy**

Pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.) (“Act”), all Concessionaires to this agreement must have, prior to awarding this agreement, in effect and in force a written sexual harassment policy.

### **Compliance With All Laws**

The Concessionaire shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which Concessionaire must comply, are all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, the Substance Abuse Prevention on Public Works Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, Americans with Disabilities Act, and traffic and public utility regulations. Concessionaire shall also furnish without charge any affidavit or Certificate in connection with the work covered by this agreement as required by law.

### **Prevailing Wage and Certified Payroll**

Professional services are not subject to the Illinois Prevailing Wage Act. However, the Concessionaire may need to subcontract for work of a nature that is subject to the Act. To the extent that the Act applies, the Concessionaire agrees to pay and require every Subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq The Illinois Department of Labor publishes the prevailing wage rates on its website at: <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> The Concessionaire is advised that the Department revises the prevailing wage rates and the Concessionaire has an obligation to check the Department’s web site for revisions. The successful Concessionaire shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to the Concessionaire due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of

the Concessionaire and not at the expense of the Owner. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Concessionaire shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and submit all such certified records to the Illinois Department of Labor Certified Transcript of Payroll Portal at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/CertifiedTranscriptOfPayroll.aspx> no later than the 15<sup>th</sup> of each calendar month following a month in which construction on the project has occurred as required by Statute. The Concessionaire shall furnish the Park District confirmation that certified payroll was submitted. In lieu of certified payroll, Concessionaire shall submit a letter setting forth the basis upon which Concessionaire has concluded the Act does not apply. The Concessionaire shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the Park District against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act.

### **Special Conditions**

The Concessionaire shall familiarize itself with all the agreement documents as listed in the table of contents and shall be responsible for all the material covered in same. No allowances will be made for information overlooked or for negligence on the part of the Concessionaire for not familiarizing himself with site conditions. The Concessionaire's signature on the proposal shall be the Owner's guarantee that the Concessionaire has met these restrictions.

### **Clarification on RFP**

Each Concessionaire should review the entire RFP, including any and all appendices and addenda, prior to submitting a Proposal. Any request for clarification of issues related to the RFP must be transmitted to the District's Contact Person not less than five (5) days prior to the Submission Deadline.

### **Addenda**

Written addenda are the only means of varying, clarifying or otherwise changing any of the information contained in this RFP. The addenda will be posted to the District's website and a notification will be sent to all Concessionaires who have registered a contact person.

### **Clarification of Proposal**

The District reserves the right but not the obligation to request clarification of a Proposal or request further information from any or all Concessionaires. In addition, if, in the opinion of the District, any Proposal contains a minor defect or irregularity or fails in some way to comply with any requirement of this RFP in a way that, in the opinion of the District, can be remedied without providing an unfair advantage to one or more Concessionaires, the District's Contact Person may request clarification from the Concessionaire.

The District, upon receipt of appropriate clarification, may waive the minor defect or irregularity and accept the Proposal. Failure by a Concessionaire to provide a written response that, in the opinion of the District, properly clarifies its Proposal within the time specified in the request for clarification may result in disqualification of the Proposal.

## **Process Conditions**

The RFP and RFP Documents do not create a contract offer. This RFP is not an invitation for an offer to contract and it is not an offer to contract made by the District. By this RFP, the District reserves to itself the right, in its sole and absolute discretion, to consider and analyze the Proposals, select a preferred Concessionaire, and sign an agreement with the preferred Concessionaire or not to sign an Agreement at all.

Without limiting the generality of the foregoing, the District reserves the right to:

- reject any Proposal, whether or not complete and whether or not it contains all the required information, without any obligation, or any compensation or reimbursement to the Concessionaires;
- require clarification of any Proposal;
- request additional information on any Proposal;
- extend the time for the submission of Proposals;
- re-advertise for new submissions or call for tenders for this work or for work of a similar nature.

The District may, in its sole and absolute discretion, independently verify any information contained in any Proposal.

Concessionaires shall ensure that a professional architect licensed to practice architecture in Illinois will stamp all design drawings and specifications. Likewise, any necessary engineering drawings and specifications will be stamped by a professional engineer licensed in Illinois.

## **Notification of Success**

A written notice in the form of a letter to the Concessionaire's Contact Person is the only valid form of notification of success at the RFP stage and eligibility to proceed to the negotiation stage.

## **Limitation of Damage**

Each Concessionaire, by submitting a Proposal, agrees that:

- in the event any or all Proposals are rejected or disqualified or the Project or the Selection Process is modified, suspended or cancelled for any reason, neither the District, nor its employees, advisors or representatives will be liable, under any circumstances, for any claim or to reimburse or compensate any person in any manner whatsoever, including but not limited to, costs of preparation of the Proposal, loss of anticipated profits, loss of opportunity or for any other matter; and
- the Concessionaire waives any claim for loss of profits or loss of opportunity if the Concessionaire is rejected or disqualified or is not successful in the Selection Process.

## **Freedom of Information and Protection of Privacy**

All documents and other records in the custody of or under the control of the District are subject to the Freedom of Information Act and other applicable legislation. Except as expressly stated in this RFP and subject to FOIA or other applicable laws, certain documents and other records submitted in response to this RFP may be considered confidential.

Concessionaires shall clearly mark all documents CONFIDENTIAL which a Concessionaire believes are confidential or proprietary. The District shall endeavor to treat all such information as confidential or proprietary in accordance with FOIA and other applicable laws.

**Disqualification**

Proposals may be disqualified at the sole and absolute discretion of the District if:

- the Concessionaire makes contact with any Person who the Concessionaire is prohibited by the RFP from contacting;
- they do not comply with the requirements of this RFP; or
- they include a false or misleading statement or claim.

**Signature and Legibility**

The names, addresses, and signatures of the Concessionaire's shall be clearly and legibly written. Signatures shall be signed in the space provided and in compliance with all legal requirements.

## PROJECT EXPECTATIONS

If applicable, the Park District's expectations for the Project are summarized below. These expectations are provided to the prospective private Concessionaire as general guidance. There is no order of importance in the following list.

- The Project is to be designed and constructed in a manner that provides an attractive and efficient recreational experience with food and beverage service operations.
- Building and landscaping are to be aesthetically pleasing. The building(s) should be designed and constructed to retain its appearance under local climatic conditions for 20 years minimum.
- Safety during construction and operation shall be important to the Concessionaire.
- All facilities are expected to continue to be in use after the Term of the Project Agreement. Quality is to be designed into the Project so that at the end of the contract term, the Project is fully operable, subject only to normal wear and tear. Only new equipment and materials will be allowed in the construction of the Project.
- The Project shall be practical and innovative where appropriate.

The selected Concessionaire will undertake the Work, being the design, construction and management of the Project and will provide or arrange for financing for the Work (design and construction) throughout the Term of the Project Agreement.

During the Work phase of the Term, the Concessionaire will be required to perform the following tasks in conformity with the requirements of the Project Agreement:

- Develop procedures for project management, document control, quality control, and quality assurance.
- Carry out the management of the Project.
- Obtain permits and approvals with Lake County Forest Preserve, City of Highland Park, Illinois Department of Transportation, and any others from authorities having jurisdiction, as required.

The Concessionaire will design and develop the layout of the Project, including drainage, taking into consideration the process requirements, adequate space, access for ease of operation, maintenance, safety and construction sequencing and integration of the Project into the surrounding site.

A DRAFT Project Agreement accompanies this RFP. Concessionaires are encouraged to offer questions on/clarifications in writing to the District Contact Person on the draft Project Agreement in accordance with and within the time set forth herein.

## **SUMMARY OF BUSINESS ARRANGEMENTS**

The business arrangements may be governed by the following principles which will be further documented in the Project Agreement. This summary is for indicative purposes only and any/all terms may change prior to award.

The Concessionaire will design, construct, finance, and manage the Project as provided in the Project Agreement.

### **Schedule**

Substantial Completion of the Project date is expected to be provided by the Concessionaire. "Substantial Completion" will be defined in the Project Agreement and by the date specified herein.

If the District believes the Concessionaire is failing to maintain the construction schedule and may not meet the scheduled Substantial Completion date, the District may require the Concessionaire to provide a report detailing reasons for the delay and demonstrate the steps being taken (at the Concessionaire's cost) to eliminate or reduce the delay.

### **Term**

The Term of the operating agreement will be provided by the Concessionaire with a minimum of five years. An agreement for a maximum of twenty years with an opportunity for successive 5 year renewal terms will also be considered.

### **Ownership**

The City of Highland Park will continue to own all lands comprising the Site. The termination of the lease the Park District of Highland Park has with the City for the site will expire on December 31, 2118.

### **Maintenance and Repairs**

The Concessionaire will ensure the Project is maintained in good working order following construction and acceptance. The Concessionaire will diligently perform all required maintenance, repairs and replacements as required to keep the Project in good working order for the Term.

### **Termination and Prepayment**

The Project Agreement may be terminated for a number of reasons. The default and termination terms will be provided in the Project Agreement.

### **Other**

The Park District reserves all rights to the naming of the Project and all rights to signage.

If the Concessionaire desires to submit an alternative revenue sharing arrangement, it shall be included in its response.

The Concessionaire takes responsibility for the site conditions including the geotechnical and environmental conditions to the extent of incremental construction costs on an "as is" basis. Subject only to claims of unknown environmental conditions or items of geological, historical or archaeological interest that delay construction, the Concessionaire cannot make any claim against the Park District of Highland Park nor the City of Highland Park if incorrect or insufficient information has been provided in prior reports and materials, including the RFP.

The Concessionaire is responsible for obtaining, at its sole cost and risk, all development and permitting approvals required for the development of the work.

**PROPOSAL FORM**  
**(Page 1 of 2)**

**TO:** Park District of Highland Park  
636 Ridge Road  
Highland Park, IL 60035

**FROM:** \_\_\_\_\_  
Company  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City, State, Zip  
\_\_\_\_\_  
Phone

**FOR:** Agreement for Recreational Services of an Enterprise Facility

**CONCESSIONAIRE PAYMENT (FEE) TO PDHP** \_\_\_\_\_

**Receipt of Addenda:** The receipt of the following addenda is hereby acknowledged:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

**PROPOSAL FORM**  
(Page 2 of 2)

**SUBCONTRACTORS:** List Name, Address, Phone and Work Assignment

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Pursuant to and in compliance with the general information, terms and conditions, scope of work, the undersigned agrees to supply the product in the quantities/perform all work in accordance with these contract documents for the prices and/or amounts specified herein in the Fee Proposal attached. All amounts shall reflect the Concessionaire's complete and thorough understanding of conditions which might affect the proposal. All amounts shall reflect the Concessionaire's complete and thorough understanding of any and all provisions, restrictions and requirements of these contract documents including any proposal guaranties, proposal form signatures, project meetings or other proposal requirements.

The District reserves the right to accept any part, or all of any proposal, and to reject any and all or parts of any and all proposal. Any proposal which contains items not specified, or which does not complete all the items scheduled for proposal, shall be considered informal and may be rejected on this basis.

BY: \_\_\_\_\_  
Name and Title of Authorized Agent

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**REFERENCES**

Please include at least three (3) references with which the Concessionaire has completed similar work of approximate magnitude required under this contract.

Project Name \_\_\_\_\_  
Project Location \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone Number/E-Mail \_\_\_\_\_  
Project Completion Date \_\_\_\_\_

Project Name \_\_\_\_\_  
Project Location \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone Number/E-Mail \_\_\_\_\_  
Project Completion Date \_\_\_\_\_

Project Name \_\_\_\_\_  
Project Location \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone Number/E-Mail \_\_\_\_\_  
Project Completion Date \_\_\_\_\_

Project Name \_\_\_\_\_  
Project Location \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone Number/E-Mail \_\_\_\_\_  
Project Completion Date \_\_\_\_\_

Project Name \_\_\_\_\_  
Project Location \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone Number/E-Mail \_\_\_\_\_  
Project Completion Date \_\_\_\_\_

**CONCESSIONAIRE PROFILE AND QUALIFICATIONS**

(Page 1 of 2)

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone Number \_\_\_\_\_ E-Mail \_\_\_\_\_

# of Employees \_\_\_\_\_ Annual Sales # \_\_\_\_\_  
Concessionaire's organization has been in business under its present business name for \_\_\_\_ years.

Concessionaire's organization has had experience in work comparable with that required under the proposed contract:

as a prime contractor \_\_\_\_\_ years;  
as a subcontractor \_\_\_\_\_ years.

The following Concessionaire's employees will be involved with the proposed contract:

Name \_\_\_\_\_  
Position \_\_\_\_\_  
Years of Experience \_\_\_\_\_  
Responsibility/Task \_\_\_\_\_

Name \_\_\_\_\_  
Position \_\_\_\_\_  
Years of Experience \_\_\_\_\_  
Responsibility/Task \_\_\_\_\_

Name \_\_\_\_\_  
Position \_\_\_\_\_  
Years of Experience \_\_\_\_\_  
Responsibility/Task \_\_\_\_\_

Concessionaire may attach additional project detail to demonstrate ability to successfully complete work comparable with that required under the proposed contract.

**CONCESSIONAIRE PROFILE AND QUALIFICATIONS**

(Page 2 of 2)

1. Within the past five (5) years, has your Concessionaire, any officer or other individual employed by your Concessionaire, been the subject of any administrative or judicial proceeding for alleged violations of any law, or any rule or regulation of any governmental body. If yes, please provide a detailed explanation of the proceeding, including the nature of the charge or claim, the disposition of the matter and the specific individuals/entities involved.

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2. Within the past ten (10) years, has your Concessionaire been the subject of any other type of claim, including by way of example and not limitation, for breach of contract? If yes, please provide a detailed explanation of the proceeding, including the caption, claimant, court or other dispute forum, nature, and disposition of the claim.

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3. Has your Concessionaire ever been terminated prior to completion of its services from any project? If yes, please provide a detailed explanation, including the identities of all entities and individuals involved, the nature of the services which your Concessionaire was to provide, the individuals who were assigned to provide the services and the reason given for the termination

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**CONTRACTOR'S CERTIFICATION OF ELIGIBILITY**

In Compliance 720 ILCS 5/33E-11:

\_\_\_\_\_,a(n) \_\_\_\_\_  
Print name of Contractor Individual, Partnership, Corporation

as part of his bid or proposal on the above referenced Contract, hereby certifies that the Contractor is not barred from bidding on the above referenced contract or entering into a contract with the Park District of Highland Park as a result of a violation of either Section 33E-3 Bid-rigging or 33E-4 Bid-stating of Article 33E of the Illinois Criminal Code, 720 ILCS 5/33E-1, *et. seq.*, as amended.

\_\_\_\_\_  
Date

Contractor

By: \_\_\_\_\_

Its: \_\_\_\_\_  
Title

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF            )

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of Contractor, and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of Contractor.

DATED: \_\_\_\_\_, <YEAR>  
Notary Public \_\_\_\_\_

[Notary Seal]

**SAMPLE CONTRACT**

The Park District of Highland Park executes an Independent Contractor Agreement for all work. A sample of the **Independent Contractor Agreement** is provided on the following pages.

SAMPLE

## CONCESSIONAIRE AND PROPERTY USE AGREEMENT

THIS CONCESSION AND PROPERTY USE AGREEMENT ("Agreement") is hereby made and entered into by and between the Park District of Highland Park, Illinois ("the District") and <NAME OF CONCESSIONAIRE> ("Concessionaire").

### RECITALS

WHEREAS, the City of Highland Park is the owner of that certain parcel of land described and commonly known as Highland Park Golf Learning Center (the "Land") located in the City of Highland Park, Illinois; and

WHEREAS, the District and Concessionaire desire to work together for the development, installation and operation of an enterprise facility via a licensing agreement for an annual amount upon the Land for the purpose of recreational services with optional complimenting food and beverage service opportunities to the public as set forth herein;

WHEREAS, the Request for Proposal for Professional Services dated July 11, 2023 requesting a Public-Private Partnership regarding the Highland Park Golf Learning Center, collectively comprise the agreement of the parties and are hereafter referred to as the "Agreement;"

WHEREAS, CONCESSIONAIRE may have subcontractors, material suppliers and one or more employees engaged in the performance of said work; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the District and the Concessionaire (collectively, "the parties") hereby agree as follows:

#### **Definitions**

For purposes of this Agreement, the following words and phrases shall have the meanings indicated unless the context clearly indicates otherwise:

**"Additional Parking"** shall be the additional parking area and spaces to be constructed by the Concessionaire as part of the Facilities (as hereinafter defined).

**"Agreement Term" or "Term"** shall be defined and shall include the Renewal Terms.

**"Agreement Year"** means each calendar year occurring during the Agreement Term, the first such calendar year commencing in 2024.

**"Commencement of Construction"** means that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Facilities (as hereinafter defined); (ii) all necessary permits for the construction of the Facilities, on the Designated Premises (as hereinafter defined) pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) grading of the Designated Premises or the construction of the vertical elements of the Facilities, has commenced.

**"Completion of Construction"** means that (i) the construction of the Facilities on the Designated Premises has been substantially completed, (ii) all final, permanent certificates of occupancy for the occupancy of the Facilities has been issued by the District, and (iii) there are no physical impediments preventing the operation of the Facilities for the Permitted Use (as hereinafter defined).

**"Completion Date"** means the date which operations will be ready to begin.

**"Concept Plan"** means the preliminary conceptual plan for the development of the Facilities on the Designated Premises.

**"Concessionaire"** means XXX company.

**"Days"** means calendar days.

**"Designated Premises"** means the Land described, upon which the Facilities, as hereinafter defined, shall be constructed and operated.

**"The District"** means the Park District of Highland Park, Illinois.

**"Effective Date"** means the last date of execution hereof.

**"Expiration Date"** shall be defined.

**"Facilities"** means a functional, top-quality enterprise facility for the purpose of recreational services with optional complimenting food and beverage service opportunities to the public.

**"Facilities Plans"** means the submittal plan(s) for the Facilities filed by the Concessionaire to be approved by the District.

**"Impositions"** means all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Designated Premises or any portion thereof or with respect to any property located thereon or any business conducted thereon.

**"Land"** means the real property.

**"License Fee"** shall mean the Base License Fee or the Adjusted License Fee.

**"License Fee Commencement Date"** means the date on which Concessionaire opens the Facilities for general admission and use by the public, or May 1, 2026, whichever shall first occur.

**"Maximum Rate,"** when used in reference to an interest rate, means the greatest of the rates of interest from time to time permitted under applicable federal and state law. Wherever it is provided herein that a monetary sum shall be due to the District together with interest at the Maximum Rate and if at such time there is no Maximum Rate, interest shall be due at the rate of twelve percent (12%) per annum.

**"Permitted Use"** means use of the Designated Premises for construction, reconstruction, repair, and maintenance of the Facilities, and use and operation of the Facilities as a top quality enterprise facility via a licensing agreement for an annual amount upon the Land for the purpose of

recreational services with optional complimenting food and beverage service and other related recreational, and associated retail, office, and parking facilities, all of which are open to the public; provided, however, the requirement that the Facilities be "open to the public" does not preclude Concessionaire from charging an admission for entry to and use of the Facilities, the use of the entire Facilities for hosting tournaments (with a special event permit), private parties, and similar events where all or a pail of the Facilities are from time to time reserved for private events with or without payment of a License Fee.

**"Renewal Term"** means the extension of the Initial Term.

**"Site Plan"** means a site plan for the development of the Designated Premises for the Facilities as approved by the District. The Site Plan is independent of and separate from any development plan, license, permit or other regulatory approval that must be granted pursuant to the City Municipal Code. The Site Plan is rather a separate final plan substantially similar to the Concept Plan for the development of the Designated Premises for the Facilities.

**"Use Fees"** means those fees charged by the Concessionaire for the use by members of the public for the Permitted Use of the Facilities.

Each of the foregoing definitions and basic provisions shall be construed in conjunction with the references thereto contained in the other provisions of this Agreement and shall be limited by such other provisions. Each reference in this Agreement to any of the foregoing definitions and basic provisions shall be construed to incorporate each defined term set forth above under such definition or provision.

**Agreement for Concession.** The District, in consideration of the covenants, agreements and undertakings of Concessionaire as herein set forth, does hereby grant unto Concessionaire, and Concessionaire does hereby accept from the District, the right and privilege to occupy and use the Designated Premises for the Permitted Use throughout the duration of the Agreement Term and all upon and subject to the terms and conditions set forth in this Agreement.

**Agreement Term.** The Agreement Term shall be the period of time beginning on the Effective Date and ending on the last day of the month in which falls the fifth (5th) anniversary of the License Fee Commencement Date ("the Expiration Date") unless terminated earlier as provided in this Agreement. This Agreement will terminate without further notice when the Agreement Term expires and any holding over by Concessionaire after the Agreement Term expires will not constitute a renewal of this Agreement or give Concessionaire any rights under this Agreement or to the Designated Premises.

**Renewal Term.** Concessionaire may extend the Agreement Term for up to periods of five (5) years each (each additional period being called a "Renewal Term") by delivering written notice to the District not later than ninety (90) days, but not earlier than one hundred eighty (180) days, prior to the then current Expiration Date, any such extension to be subject to the same terms and conditions set forth herein. Provided, that the District may reject any Renewal Term upon one or more of the following grounds:

(i) Concessionaire's failure to meet the agreement requirements; or

(ii) Failure to correct identified public safety concerns; or

(iii) The District's need to utilize the Designated Premises for a substantial public purpose, and for which no alternative location is available to the District to satisfy the identified public purpose.

**"AS IS" Condition.** Concessionaire accepts the Designated Premises "AS IS" "and "WITH ALL FAULTS," and the District makes no warranty of any kind, express or implied, with respect thereto. Without limiting the generality of the preceding sentence, it is expressly agreed that the District makes no warranty as to the marketability, habitability or fitness for any particular purpose of the Designated Premises. The District further makes no warranty of any kind regarding the level, quality, temperature, chemical composition or other condition regarding the water in the area, and the District does not make, and expressly disclaims, any maintenance obligation regarding the same.

**Memorandum of Agreement.** The parties agree to execute, acknowledge, and deliver a mutually acceptable form of Memorandum of Agreement (which shall, among other things, memorialize the Effective Date), contemporaneously with the execution and delivery of this Agreement.

**Frustration of Purpose.** Concessionaire and District agree that if Concessionaire is legally or physically unable to occupy the Designated Premises or engage in the Permitted Use as a direct result of any reasonably unanticipated act, event or occurrence beyond the reasonable control of either party, including but not limited to third-party lawsuits, natural disasters, material changes in the physical or chemical composition of the Highland Park Golf Learning Center, and/or regulatory actions by State or Federal agencies, Concessionaire may terminate this Agreement upon 60 days written notice to the District without recourse or further liability except as expressly provided herein. Any such termination shall not in any manner relieve Concessionaire's obligation regarding removal of the Facilities as set forth in this Agreement or relieve Concessionaire's obligations.

## **License Fee**

During the Agreement Term, Concessionaire shall pay a License Fee to the District, without offset or deduction as follows:

**(a)License Fee.** Beginning with the License Fee Commencement Date, and for each Agreement Year thereafter through the Expiration Date (whether through the expiration or early termination of this Agreement), Concessionaire shall pay to the District a License as determined below.

**(b)License Fee.** License Fee shall be XXX.

**(c)Payment Due Date for License Fee** License Fee which is due for an Agreement Year during the Term of this Agreement shall be paid by the Concessionaire to the District by not later than sixty (60) days following the end of such Agreement Year (hereinafter, the "Due Date").

**(d)License Fee in Final Agreement Year.** With respect to payment of License Fee for the final Agreement Year, the amount shall be delivered to the District not later than thirty (30) days following the termination of this Agreement. If the termination of the Agreement is on a date prior to the end of the then current License Fee Agreement Year, the calculation of License Fee shall be based on the portion of the final annual amount for the Year during which the Agreement was in effect,

**(e)Survival of Percentage License Fee Obligation.** Notwithstanding the termination of this Agreement on the Expiration Date or such earlier time as may be provided in this Agreement, the obligation of the

Concessionaire to pay License Fee due for the calendar year in which the Agreement is terminated and any prior year during the Agreement Term, shall survive the termination of this Agreement.

**(f) Hold Over License Fee.** If Concessionaire remains in possession of the Designated Premises after expiration or termination of the Agreement Term, such possession by Concessionaire shall be deemed a month-to-month tenancy terminable by either party upon thirty (30) days written notice to the other party. During any such month-to-month tenancy, License Fee shall accrue at the monthly rate of 125 percent of the prior year's License Fee for the same month (i.e., 125 percent of December 2026's License Fee payment used to calculate the holdover month of December 2027, etc.), payable in advance by the tenth day of each month. All other provisions of this Agreement shall apply with respect to any month-to-month tenancy created under this section.

**Late Charge.** If Concessionaire fails to pay any installment of License Fee on or before the Due Date, Concessionaire shall pay to the District on demand a late charge (the "Late Charge") equal to five percent (5%) of such installment. It is understood and agreed that the Late Charge is for the purpose of reimbursing the District for the extra costs and expenses incurred in connection with the handling and processing of late installments of License Fee. In addition to the Late Charge, all amounts of License Fee or other payment to be made by Concessionaire to the District hereunder shall bear interest at the Maximum Rate beginning on the thirtieth (30th) day of the date the payment was due if remaining unpaid. In no event, however, shall the charges permitted under this Section or elsewhere in this Agreement, to the extent the same are considered to be interest under applicable law, exceed the maximum rate of interest permitted by applicable law.

**Place of Payment.** All installments of License Fee hereunder, when and as the same becomes due and payable, shall be paid in lawful money of the United States at the Park District of Highland Park Administrative Office or at such other place as may be directed in writing by the District from time to time.

**All Charges Deemed License Fee.** License Fee and all other amounts becoming payable by Concessionaire under this Agreement shall constitute License Fee payable hereunder, and in the event Concessionaire fails to pay any such amount when due according to the provisions of this Agreement, the District shall have all remedies available hereunder or at law or in equity for failure to pay License Fee. No happening, event, occurrence, or situation during the Agreement Term, whether foreseen or unforeseen, and however extraordinary, shall relieve Concessionaire from its liability to pay License Fee and other charges payable by Concessionaire under this Agreement or relieve Concessionaire from any of its other obligations under this Agreement.

**Lien for License Fee.** In consideration of the mutual benefits arising under this Agreement, Concessionaire hereby grants to the District a lien and security interest in all property of Concessionaire (including all fixtures, machinery, equipment, furnishings, and other articles of personal property now or hereafter placed in or on the Designated Premises by Concessionaire and owned by Concessionaire, together with the proceeds from the disposition of those items) (the "Collateral"), now or hereafter placed in or upon the Designated Premises or subject to easements, licenses or similar interests granted by the District. The provisions constitute a lien in addition to and cumulative of the District's rights provided by law or by the other terms and provisions of this Agreement. To further secure the obligations of the Concessionaire pursuant to this Agreement, the Concessionaire shall execute and deliver to the District a UCC financing statement, in a form acceptable to the District Attorney, pledging inventory, accounts held at financial institutions, accounts receivables, and such other assets of the Concessionaire, including all portions of the Facilities owned by the Concessionaire and constructed and or installed upon any portion of the Designated Premises and Concessionaire further consents to

the filing and/or recording of such financing statements as may be appropriate under the laws of the State of Illinois.

## **Utilities and Impositions**

**Separate Utility Meters.** All utilities to the Facilities shall be separately metered.

**Payment of Utilities.** In addition to the payment of License Fee, Concessionaire shall pay or cause to be paid all charges, and installation and/or repair cost, for water, heat, gas, electric, stormwater, sewer and any and all other utilities used on the Designated Premises throughout the Agreement Term, including without limitation any connection fee or impact fee. Concessionaire has the option to charge any user or sublessor of the Designated Premises for the pro-rata costs associated with the user's use of the Designated Premises.

**Impositions.** Concessionaire shall pay and discharge all Impositions, taxes, general and special assessments, and other similar charges which, during the Agreement Term, may be levied on or assessed against the Designated Premises (specifically including without limitation all applicable leasehold excise taxes) and all interests therein and all improvements and other property, including personal property thereon, owned by Concessionaire. Concessionaire shall pay all such taxes, charges and assessments to the public officer charged with the collection thereof not less than fifteen (15) days before the same shall become delinquent, and Concessionaire agrees to indemnify and save harmless the District from all such taxes, charges and assessments. Concessionaire shall have the right in good faith and at its sole cost and expense to contest any such taxes, charges and assessments and shall be obligated to pay the contested amount only if and when such amount is finally determined to be due. Concessionaire shall give notice to the District of its intent to contest any such taxes, charges or assessments, the amount thereof and the entity to which such taxes, charges or assessments are purportedly owed.

**Payment by the District.** Subject to the right of Concessionaire to contest taxes, assessments and governmental charges as hereinabove provided, the District may, at any time that the payment of any item of taxes, special assessments or governmental charges which Concessionaire is obligated to pay remains unpaid, give written notice to Concessionaire of its default and if Concessionaire continues to fail to pay such item of taxes, special assessments or governmental charges or to contest the same in good faith, then at any time after fifteen (15) days from the date of such written notice the District may pay the items specified in the notice and Concessionaire covenants thereupon on demand to reimburse the District any amount so paid or expended in the payment of the items specified in the notice, with interest thereon at the Floating Rate (as hereinafter defined) from the date of such payment by the District until repaid by Concessionaire; provided however, if the District, without giving the fifteen (15) days notice provided for above, pays any such item which has not been paid by Concessionaire, or which has not then or thereafter been successfully contested by Concessionaire, Concessionaire shall nevertheless reimburse the District for such item, but without interest.

The term "Floating Rate" shall mean the annual rate of interest from time to time published or announced by The Wall Street Journal as the prime rate or base commercial lending rate, or if The Wall Street Journal (or any other money center bank selected pursuant to this sentence) shall ever cease to exist or cease to announce a prime rate or base commercial lending rate, then the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the District) as its prime rate or base commercial lending rate.

**Change in Taxation Method.** If at any time during the Agreement Term there shall be levied or assessed in substitution of property taxes, in whole or in part, a tax, assessment or governmental imposition on the License Fees received from the Designated Premises or the License Fees reserved herein, and said tax, assessment or governmental imposition shall be imposed upon the District, Concessionaire shall pay same as hereinabove provided.

**Real Estate Taxes.** It is understood by the parties to this Agreement that the Highland Park Golf Learning Center, as a municipally owned facility, is exempt from real estate taxes and assessments, general and special. It is also understood that this tax-exempt status may be lost with respect to that portion of the facility which may be devoted to a private as opposed to a public use. As further consideration for use of the Premises, Concessionaire agrees to and with the District that the Concessionaire will pay as additional License Fee (in addition to the License Fees above specified), its allocable share (based on its usage and the determination of the Lake County Assessor), of all real estate taxes and assessments, general and special, whatsoever, levied or assessed which shall become due with respect to the Designated Premises as a result of the private use by the Concessionaire of the Designated Premises, or any part thereof. All of such real estate taxes, assessments and other impositions shall be paid to the District within thirty days of receipt of invoice from District, unless separately billed by the taxing authority in which case all tax bills issued in connection with the Designated Premises shall be paid by Concessionaire, when due, directly to the Lake County Collector. Failure of the Concessionaire to pay such tax bills, when due, shall constitute a material breach of this Agreement

**Personal Property Taxes.** Concessionaire shall pay and discharge when due all taxes, assessments, and other governmental charges, if any, levied on or attributable to personal property of Concessionaire located upon the Premises, or Concessionaire's use of the Designated Premises.

**Concessionaire's Construction of parking lot, access road, and pedestrian trail.**

Concessionaire is solely responsible for the costs of construction of all parking lots and access roads. The District has the right to approve of parking lot, roadway, and trail configuration, which shall abide by all City and County Engineering standards.

**Ownership of Designated Premises (by District/City) and Ownership of Facilities (by Concessionaire).** The parties understand, acknowledge, and agree that title to the Designated Premises is vested in the City of Highland Park, and should be exempt from ad valorem taxation. The District and Concessionaire further understand, acknowledge and agree that the Facilities, including but not limited to the Building, and any tangible personal property located on the Designated Premises shall at all times during the Agreement Term be owned by Concessionaire. Concessionaire agrees that Concessionaire shall at all times during the Agreement Term be solely responsible for payment of ad valorem taxes or other Impositions assessed against the Designated Premises, the Facilities, Concessionaire's tangible personal property and Concessionaire's interest in the Designated Premises. If for any reason during the Agreement Term all or any part of the Designated Premises, the Facilities, Concessionaire's tangible personal property, and/or Concessionaire's interest in the Designated Premises become subject to ad valorem taxes or any other Impositions, payment of same shall in all events be the exclusive liability of Concessionaire.

**Failure to Pay Impositions.** If Concessionaire shall fail to pay any Impositions for which Concessionaire is liable before the same becomes delinquent, or fails to notify the District of its intention to contest the same prior to such delinquency, or fails to pay any contested Impositions before the property is threatened with foreclosure or similar proceedings, the District, at the District's election, may (but shall not be obligated to) pay such Impositions with any interest and penalties due thereon, and the amount paid by the District shall be repayable by Concessionaire on demand,

together with interest thereon at the Maximum Rate from the date of such payment until repaid. Thereafter, in addition to all other remedies of the District, the District may require that Concessionaire pay to the District, on an annual basis the Impositions, as estimated by the District, becoming due during each calendar year. Any such additional payment shall be due monthly and in advance on the same day that the License Fee is due and shall be held in escrow by the District.

### **Use of Designated Premises**

**General.** Concessionaire shall use the Designated Premises solely for the Permitted Use for the purpose of constructing, maintaining, and operating the Facilities. The Facilities shall be open to the public during the times set forth. Nothing in this Agreement shall prevent Concessionaire from charging fees for use of the Facilities. In the use of the Facilities and the Designated Premises and in addition to all of the terms, conditions and obligations of this Agreement, Concessionaire shall comply with and be subject to all applicable federal, state and local laws, regulations and ordinances, specifically including without limitation all regulations of the City of Highland Park.

**Use Fees.** At least ninety (90) days prior to the date on which the Concessionaire opens for business during each year of the Agreement Term, Concessionaire shall submit to District for District's written approval, proposed Use Fees for the use of the Facilities by members of the public. The Use Fees shall be based upon the prevailing market rate for similar facilities and shall be subject to the written approval of the District, which approval shall not be unreasonably withheld. If the parties cannot agree to Use Fees for any Agreement Year by the first day of such Agreement Year, either party may terminate this Agreement upon thirty (30) days written notice to the other party. Notwithstanding the cancellation of this Agreement pursuant to this paragraph, any License Fee which has been accrued prior to the effective date of cancellation shall be paid not later than the end of the aforementioned thirty (30) day written notice period.

**Compliance with Restrictions and Laws.** Concessionaire shall, at Concessionaire's sole expense, (a) comply with all applicable laws, orders, ordinances, and regulations of federal, state, county, and municipal authorities having jurisdiction over the Designated Premises and the Facilities, including City and County Building Codes and ordinances, (b) comply with any directive, order or litigation made pursuant to law by any public officer requiring abatement of any nuisance or which imposes upon the District or Concessionaire any duty or obligation arising from Concessionaire's occupancy or use of the Designated Premises and the Facilities, or required by reason of a breach of any of Concessionaire's obligations hereunder or by or through other fault of Concessionaire, (c) comply with all insurance requirements applicable to the Designated Premises, and (d) indemnify and hold the District harmless from any loss, cost, claim or expense which the District incurs or suffers by reason of Concessionaire's failure to comply with its obligations under clauses (a), (b), (c) or (d) above. If Concessionaire receives notice of any such directive, order citation or of any violation of any law, order, ordinance, regulation or any insurance requirements, Concessionaire shall promptly notify the District in writing of such alleged violation and furnish the District with a copy of such notice.

**Specific Covenants Regarding Environmental Matters.** Concessionaire covenants that as a result of Concessionaire's activities or the activities of the guests, invitees, users, or sublessees (a) no toxic or hazardous substances, including, without limitation, asbestos and the group of organic compounds known as polychlorinated biphenyls (except such substances as are used in accordance with law), shall be generated, treated, stored or disposed of, or otherwise deposited in or located on, or release on or to the Designated Premises, including, without limitation, the surface and the subsurface waters of the Designated Premises, (b) Concessionaire will not engage in and will not permit any other party under its control to engage in any activity on the Designated Premises which

would cause (i) the Designated Premises to become a hazardous waste treatment storage or disposal facility within the meaning of, or otherwise bring the Designated Premises within the ambit of, the Resource Conservation and Recovery Act of 1975 ("RCRA"), 42 U.S.C. § 6901, et seq., as amended, or any similar state law or local ordinance or other environmental law, (ii) a release or threatened release of a hazardous substance from or to the Designated Premises within the ambit of, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 9601 9657, as amended, or any similar state law or local ordinance or any other environmental law, or (iii) the discharge (except in accordance with applicable law) of pollutants or effluents into any water source or system, or the discharge (except in accordance with applicable law) into the air of any emissions, which would require a permit under the Federal Water Pollution control Act, 33 U.S.C. § 1251, et seq., or the Clean Air Act, 42 U.S.C. §§ 7401, et seq., or any similar state law or local ordinance or any other environmental law,

Concessionaire will not permit any substance or conditions in or on the Designated Premises which might support a claim or causes of action under RCRA, CERCLA, or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements, and (d) no other ground storage tank will be located on or under the Designated Premises, except as presently exists or is approved per this Agreement. As used herein, the terms "hazardous substance" and "release" shall have the meanings specified in CERCLA, and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in RCRA; provided, in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment, provided, further, to the extent that the laws of the State of Illinois establish a meaning for such terms which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

In the event Concessionaire or the District is obligated by any applicable federal, state or local law, ordinance or regulation or otherwise directed by any governmental agency or authority, to clean up, remove or encapsulate or cause the clean-up, removal, or encapsulation of any Hazardous Wastes and/or Hazardous Materials or asbestos or material containing asbestos from the Designated Premises, the Concessionaire hereby guarantees to the District that the Concessionaire (i) shall promptly undertake to arrange for such clean-up, removal and disposal in accordance with all governmental regulations, (ii) shall exercise its best efforts to ensure that such clean up and removal shall be conducted in a timely and diligent manner, and (iii) hereby assumes the costs and expense, including any fines, of such clean up and removal unless such condition is determined to have existed on the Designated Premises prior to Concessionaire's execution and acceptance of this Agreement in which case, the District shall be responsible for, and shall assume the cost and expense of, such cleanup.

In the event that any lien is recorded or filed against the Designated Premises pursuant to any governmental regulations regarding Hazardous Materials, Hazardous Wastes, or Asbestos, Concessionaire hereby guarantees to the District that Concessionaire shall, not later than thirty (30) days following the filing of such lien, and the determination that Concessionaire (or Concessionaire's guests, invitees, users or sublessees) caused and is responsible for payment of said lien, satisfy the claim and caused the lien thereunder to be discharged of record, unless such condition is determined to have existed on the Designated Premises prior to Concessionaire's execution and acceptance of this Agreement in which case, the District shall be responsible for, and shall assume the cost and expense of, satisfying the claim or causing the lien to be discharged. Provided, that nothing herein shall be construed as consenting or otherwise acknowledging that the Designated Premises, as public property, is subject to any such lien under Illinois law.

IN ADDITION TO THE FOREGOING, CONCESSIONAIRE SHALL PROTECT, DEFEND, INDEMNIFY AND SAVE HARMLESS THE DISTRICT, AND THE DISTRICT'S OFFICERS,

ELECTED AND APPOINTED OFFICIALS, AGENTS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ALL LOSS (INCLUDING DIMINUTION IN THE VALUE OF THE DESIGNATED PREMISES), COST, DAMAGE, LIABILITY, OBLIGATION, CAUSES OF ACTION, FINE, PENALTY OR EXPENSE (INCLUDING ATTORNEY'S FEES AND EXPENSES FOR INVESTIGATION, INSPECTION, REMOVAL, CLEAN UP, AND REMEDIAL COSTS INCURRED TO PERMIT CONTINUED OR RESUME NORMAL OPERATION OF THE DESIGNATED PREMISES), IMPOSED UPON OR INCURRED BY OR ASSERTED AGAINST THE DISTRICT, ITS OFFICERS, OFFICIALS, EMPLOYEES OR AGENTS BY REASON OF: (I) THE PRESENCE, DISPOSAL, ESCAPE, SEEPAGE, LEAKAGE, SPILLAGE, DISCHARGE, EMISSION, RELEASE, OR THREATENED RELEASE OF ANY HAZARDOUS MATERIALS AND/OR HAZARDOUS WASTES ON, FROM, OR AFFECTING THE DESIGNATED PREMISES OR ANY OTHER PROPERTY OR THE PRESENCE OF ASBESTOS ON THE DESIGNATED PREMISES; (II) ANY PERSONAL INJURY (INCLUDING WRONGFUL DEATH) OR PROPERTY DAMAGE OR DESTRUCTION (REAL OR PERSONAL) ARISING OUT OF OR RELATED TO SUCH HAZARDOUS WASTES, HAZARDOUS MATERIALS OR ASBESTOS; (III) ANY LAWSUIT BROUGHT OR THREATENED, SETTLEMENT REACHED, OR GOVERNMENT ORDER RELATING TO SUCH HAZARDOUS WASTES, HAZARDOUS MATERIALS OR ASBESTOS; OR (IV) ANY VIOLATION OF LAWS, ORDERS, REGULATIONS, REQUIREMENTS, OR DEMANDS OF GOVERNMENTAL AUTHORITIES, WHICH ARE BASED UPON OR IN ANY WAY RELATED TO SUCH HAZARDOUS WASTES, HAZARDOUS MATERIALS OR ASBESTOS INCLUDING, WITHOUT LIMITATION, THE COSTS AND EXPENSES OF ANY REMEDIAL ACTION, ATTORNEY AND CONSULTANT FEES, INVESTIGATION AND LABORATORY FEES, COURT COSTS, AND LITIGATION EXPENSES. THE ABOVE AND FOREGOING OBLIGATION SHALL ONLY APPLY TO ANY ACT OR OMISSION OF CONCESSIONAIRE OR OF CONCESSIONAIRE'S OFFICERS, PRINCIPALS, EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS IN CONNECTION WITH ANY LOSS (INCLUDING DIMINUTION IN THE VALUE OF THE DESIGNATED PREMISES), COST, DAMAGE, LIABILITY, OBLIGATION, CAUSES OF ACTION, FINE, PENALTY OR EXPENSE (INCLUDING ATTORNEYS FEES AND EXPENSES FOR INVESTIGATION, INSPECTION, REMOVAL, CLEAN UP, AND REMEDIAL COSTS INCURRED TO PERMIT CONTINUED OR RESUME NORMAL OPERATION OF THE DESIGNATED PREMISES), IMPOSED UPON OR INCURRED BY OR ASSERTED AGAINST THE DISTRICT, ITS OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES FOR WHICH SUCH CONDITION WAS NOT A PRE-EXISTING CONDITION OF THE DESIGNATED PREMISES PRIOR TO CONCESSIONAIRE'S EXECUTION AND ACCEPTANCE OF THE AGREEMENT.

The District hereby warrants that the District has no knowledge of the existence of Hazardous Wastes and/or Hazardous Materials or asbestos or material containing asbestos on the property, nor any other condition, the discovery of which would likely subject Concessionaire to civil, criminal or administrative liability. The District further covenants, warrants and promises that, to the greatest extent allowed under law, Concessionaire shall not be held liable by the District, for any condition existing prior to Concessionaire's execution and acceptance of this Agreement.

**Natural Resources.** Concessionaire shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the Designated Premises, except as may be authorized by the District or as may be required by the construction and subsequent improvements of the Facilities in accordance with plans and specifications approved by the District.

**Access to Property.** Concessionaire agrees that access to the Designated Premises and the Facilities shall be designated and shown on the Concept Plan, as amended. The District shall be entitled to public

access from the Facilities parking lot, through its employees, shall have sole responsibility for allowing access to the Designated Premises by unlocking access gates each morning (if applicable) and shall further have sole responsibility for securing the Designated Premises by locking any access gate each evening (if applicable) during any period of time when Designated Premises and the Facilities are not open and available to the public or when the Designated Premises and the Facilities are not regularly patrolled by local police or private security guards. Concessionaire further agrees that the Highland Park Police Department and the Highland Park Fire Department shall be provided with duplicate keys to the access gates for use in obtaining access to the Facilities for security patrols and in emergency situations. The District and its designated representatives shall have the right to enter upon the Designated Premises for the purpose of inspection of the Facilities.

**Historic Preservation.** Concessionaire shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, remains, or objects of antiquity on or from the Designated Premises. In the event such items are discovered on the Designated Premises, Concessionaire shall immediately notify the District and protect the site and the material from further disturbance until the District gives clearance to proceed, which clearance shall not be unreasonably withheld or delayed. If such discovery materially impairs Concessionaire's intended use of the Facilities, License Fee payments shall be suspended until the District gives clearance to proceed.

**Operation and Use Restrictions for the Facilities.** Concessionaire shall, during the Agreement Term, manage and operate the Facilities in a first class manner with industry standards for the operation of similar types of first class facilities and for no other purpose without the express written consent of the District.

Concessionaire shall operate the Facilities in such a manner that the Facilities will be regularly and continuously open, staffed and available for use by the public during season appropriate dates and times. Prior to the commencement of each Agreement Year, the Concessionaire shall provide to the District its intended dates and hours of operation for such Agreement Year (hereinafter, "the Schedule"). The Schedule shall be subject to the review and approval of the District, which approval shall not be unreasonably withheld. The Concessionaire shall post its days and hours of operation on a conspicuous location upon the Building. Lighting of the Facilities (indoor and exterior landscaping and security only) is permissible after dark to the extent allowed under applicable regulations.

Concessionaire shall have the right to make rules and regulations controlling the use of the Designated Premises, not inconsistent with this Agreement and applicable City, State and Federal rules and regulations. Such rules and regulations shall include, but are not limited to, excluding those deemed at risk of injury, trespassers, admission policies and others.

Concessionaire shall be required to apply for and obtain a liquor license issued by the City. The Concessionaire may sell alcoholic liquor, consistent with such license. Alcoholic liquor sold by the Concessionaire pursuant to a liquor license issued by the City upon the Designated Premises shall only be consumed within the Designated Premises. In the event that at any time during the Term of this Agreement any extension thereof, beer, wine or other alcoholic liquor or beverages are sold or given away upon or from the Designated Premises, Tenant, shall, at its sole expense obtain, maintain and keep in force adequate Dram Shop insurance protecting both Concessionaire and the District in connection therewith with policy limits covering the full amount of potential liability provided for from time to time under the laws of the State of Illinois.

Concessionaire shall maintain the Facilities, the Building, structures, outdoor areas and the grounds surrounding the Buildings and structures on the Designated Premises to the same level and standard of maintenance and landscape as the District requires for the District's other park facilities and grounds.

Live music may be allowed upon the Designated Premises subject to the Concessionaire having first obtained a special event license in accordance with the District Code. Such live music shall not be intrusive or disturb the enjoyment of other portions of the Land by members of the public, as determined in the sole discretion of the District Manager or his designee. In the event that the District Manager or his designee determines that either live music or recorded music is disruptive to the peaceful enjoyment of the Land by other members of the public, the Concessionaire shall immediately make adjustments to such music volume to the satisfaction of the District Manager or his designee or discontinue live or recorded music.

Any outdoor storage shall not be obtrusive or incompatible with the appearance of the Land. Outdoor storage shall be subject to the prior review and approval of the District and shall be screened from public view.

Special Events: Events involving tournaments, special advertising displays, live bands, special promotions, outside vendors, night use, and/or large groups of people that could exceed the available parking spaces shall require prior District approval through the Special Event process. The review of these types of events will be reviewed on a case-by-case basis.

**Interruption in Utilities.** The District is not during the Agreement Term liable for any interruption whatsoever (unless directly caused by the negligent or wrongful actions of the District) in utility services to the Facilities, and in no event shall any payments required under this Agreement be modified, adjusted, reduced or abated as a result of the interruption of utility services.

**Subletting.** Concessionaire may sublet space within the Building to subtenants to use for the sale of food and beverages, and/or for a retail and/or shop but only upon the prior written approval of the District and provided that such sublease contains provisions making the sublease expressly subordinate and subject to the provisions of this Agreement and contain such other terms as the District may require. In no case shall the term of any sublease authorized herein extend beyond the Expiration Date, regardless of the method of termination of this Agreement.

**Park Fees/Costs of Security.** In the event that additional security, or police personnel are required to provide security related to Concessionaire's use of the Designated Premises due to special events, or requires the engagement of personnel to provide after Hours Security, Concessionaire shall be solely responsible for the payment of all costs related to the employment/retention of such security personnel ("Additional Security Costs").

**Concessionaire's Employees** Concessionaire shall require its employees at all times to conduct themselves in a professional manner and conform to all applicable current License Fee and future District rules, regulations and requirements. The District shall provide Concessionaire with copies of all applicable current License Fee and future District rules, regulations and requirements and amendments or modifications to same as they become available from time to time. Concessionaire's employees shall not be subject to the District's personnel rules or regulations. The District reserves the rights to conduct a background verification, including fingerprinting/criminal background checks, on all Concessionaire staff. Each employee of the Concessionaire shall wear an easily identifiable uniform with the Concessionaire's name and name tag with the employee's name so that the public can recognize that such person is associated with the Concessionaire. Concessionaire shall maintain a staff adequate to operate and administer the Concession in a safe, efficient and orderly manner. The adequacy of the

Concessionaire's staff shall be determined with references to the dates, times and anticipated usage of the Concession Premises. All personnel employed by Concessionaire shall at all times and for all purposes be solely in the employment of the Concessionaire and the Concessionaire shall be responsible for directing such personnel and shall control the operative details of their work.

## **Construction and Alterations**

**Construction of Facilities.** Concessionaire shall submit the Facilities Plan and a Site Plan for the development of the Designated Premises for the Facilities for review and approval by the District within 90 days after the Effective Date. The Site Plan shall be substantially similar to the Concept Plan. The District shall approve or deny the Facilities Plan and the Site Plan within forty-five (45) business days following the District's receipt of the respective plan (the "Plan Review Period"). If the District has objections to the Facilities Plan and/or the Site Plan as submitted, the District shall note the such objections in writing and Concessionaire shall cause the Facilities Plan and/or the Site Plan, as the case may be, to be revised to address such objections and re-submit the revised Facilities Plan and/or the Site Plan, as the case may be, to the District for approval subject to the same Plan Review Period. This process shall continue until the District has approved the Facilities Plan and the Site Plan or the District has determined that the District's objections cannot be addressed, in which case either party may terminate this Agreement without further notice. Concessionaire shall obtain approval of the Facilities Plan and the Site Plan by the District prior to the submission of any construction plans for the Facilities. The Facilities Plan and the Site Plan as approved by the District shall be deemed a part of this Agreement without the necessity of further amendment. In no case shall the approval of the Facilities Plan and/or the Site Plan be deemed a modification or amendment of this Agreement. The Facilities Plan and the Site Plan shall be in conformance with this Agreement.

The exterior construction materials for the Facilities shall be subject to approval by the District.

During construction, the Concessionaire shall abide by all City building codes and ordinances and shall be subject to City and District inspection. The Concessionaire shall reimburse District for all City inspection and design review costs associated with the equipment and installation of the equipment. Except as otherwise provided herein, the Concessionaire shall construct all of the Facilities at the Concessionaire's sole cost, including all utilities (including but not limited to water, sewer, natural gas, electrical, etc.) by the Completion Date or such later date as the District may agree to, in writing.

**Alterations/Additional Facilities.** Concessionaire shall not make any alterations to the Designated Premises without the prior written consent of the District. If Concessionaire desires to make any alteration to the Designated Premises, Concessionaire shall, prior to commencing same, submit plans and specifications therefore to the District. The District will, within forty five (45) days after receipt of such plans and specifications, promptly review and approve the plans and specifications or note in writing any required changes or corrections that must be made to the plans and specifications. If the District timely objects to the plans and specifications, Concessionaire shall make the required changes or corrections and resubmit the plans and specifications to the District within forty-five (45) days after receiving notice of the required corrections or changes. The District's approval of any architectural or engineering plans or specifications shall not constitute an assumption of liability or responsibility for the architectural or engineering design or for any defect in any building or improvement constructed from the plans or specifications, and Concessionaire, to the extent allowed by law, shall indemnify and hold the District harmless from all such liability and responsibility. It is expressly understood that the Concessionaire shall not construct or operate any other facilities upon the Designated Premises or engage in any activity other than the Permitted Use without having first obtained the expressed written consent of the District.

Concessionaire need not obtain the District's consent to perform (i) repairs necessary to maintain existing structures and improvements in a useful state of repair and operation, provided such repairs do not affect the general quality or character of the Facilities, and (ii) changes and alterations required by an authorized public official with authority or jurisdiction over the buildings or improvements, to comply with legal requirements.

The Facilities, including any buildings, improvements, additions, alterations, and fixtures constructed, placed, or maintained by Concessionaire on any part of the Designated Premises during the Agreement Term shall be the property of Concessionaire. In the event of a default by the Concessionaire or termination of the Agreement by the Concessionaire, then at the District's option, the District may elect to take ownership of the Facilities. Upon the expiration of the Agreement Term or other termination of this Agreement, the Concessionaire shall, within sixty (60) days of such expiration and/or termination, remove all of the Facilities from the Designated Premises and return the Designate Premises to its condition immediately prior to the Effective date, except with respect to those elements of the Facilities that the District may request, in writing, remain upon the Designated Premises. Such request shall be made by the District within thirty (30) days of expiration of the Agreement term or other termination of this Agreement and shall identify those portions of the Facilities that the District requests remain on the Designated Premises. In the event that the District makes such written request, the Concessionaire shall promptly execute such documents as the District may reasonably require, evidencing the transfer of ownership of the designated Facilities to the District, free and clear of any liens or encumbrances. In the event that the Concessionaire fails to remove any portion of the Facilities which the District has not designated for retention, within the aforementioned sixty (60) day period, the District may, at any time thereafter, declare the portions of the Facilities that are not removed to be abandoned by the Concessionaire and the District may elect to remove such abandoned items and restore the Designated Premises to its original condition, at the Concessionaire's sole cost, or provide the Concessionaire with written notice of its election to take title to such abandoned items. In the event that the District makes an election to acquire title to abandoned items, the Concessionaire shall promptly execute such documents as the District may reasonably require, evidencing the transfer of ownership of the abandoned items to the District, free and clear of any liens or encumbrances.

**Contracting.** In undertaking any construction, alteration or repair under this Agreement, Concessionaire shall comply fully with all applicable laws and regulations, specifically included without limitation any applicable requirements concerning public works bidding and the payment of prevailing wages. Separate from and in addition to any other provision of this Agreement, Concessionaire shall fully indemnify, protect, defend and hold harmless the District from and against any breach or violation.

**Payment & Performance Guaranty.** By not later than the date on which the Facilities Plan is approved by the District, the Concessionaire shall deliver to the District a Performance Bond and a Labor and Material Payment Bond. . The Letter of Credit shall be subject to the following:

**Form of Letter of Credit.** The Performance Bond shall be in an amount equal to 100% of the full amount of the Contract Sum as security for the faithful performance of the obligation of the Contract Documents, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Project cost as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bonds shall be on standard AIA Documents, shall be issued by a surety satisfactory to the District, and shall name the District as a primary co-obligee. The Performance Bond and Labor and Material Payment Bond will become a part of the Contract.

**Use of Funds in the Event of Breach of Agreement.** If the Concessionaire fails or refuses to complete the Facilities pursuant to the terms of this Agreement, then the District may make a claim or claims against the Performance Bond or Labor and Materials Bond for the sole purpose of completing the reasonable and necessary construction of the Facilities, subject to the District providing reasonable notice

and an opportunity for the Concessionaire to cure. The District shall have the right to take any action it deems reasonable and appropriate to mitigate the effects of such failure or refusal and the Concessionaire will reimburse the District all of its reasonable, necessary and justifiable costs and expenses, including reasonable attorneys' fees and administrative expenses, such costs and expenses to be evidenced by requisite documentation in support of same.

## **Repairs**

**Triple Net Agreement.** This Agreement shall be deemed and construed to be a "triple net Agreement," and Concessionaire shall pay to the District, net throughout the Agreement Term, the License Fee and other payments hereunder free of any costs or expenses associated with the Designated Premises and without abatement, deduction or set off. Under no circumstances or conditions, whether now existing or hereafter arising, or whether or not beyond the contemplation of the parties, shall the District be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder in respect of the Designated Premises, except as herein otherwise expressly set forth.

**Concessionaire to Make Repairs.** Concessionaire, at Concessionaire's own cost and expense, at all times during the Term, agrees to keep and maintain, or cause to be kept and maintained, the Facilities, all buildings and improvements included on the Designated Premises in a good state of cleanliness, appearance and repair, reasonable wear and tear excepted. Concessionaire shall perform such maintenance and repair as necessary to operate the Designated Premises as a first-class facility. It is understood that Concessionaire's obligations with respect to the maintenance and repair of the Facilities and the Designated Premises includes all of the components comprising the Facilities, the repair and replacement of all structural items, including the walls, roof and foundation, lighting, heating, air conditioning, plumbing and other electrical and mechanical equipment, fixtures and systems, and also include all utility repairs in ducts, conduits, pipes and wiring located in, under and above the Designated Premises, and all paving, driveways, sidewalks and parking areas. The District shall have no duty, obligation or liability to make any repairs, replacements, or alterations to the Designated Premises, or any portion thereof, at any time during the term of this Agreement. Concessionaire shall: (a) conduct regular inspections of the Facilities for compliance with health and safety standards and building codes and for cleanliness, good order, condition, and repair; (b) buy, clean, and repair all furnishings and equipment in and for the Facilities; (c) periodically paint, redecorate, and refurbish the Facilities and related equipment; (d) hire and maintain a staff to clean and maintain the Facilities; (e) cause all equipment and fixtures in and about the Facilities to be repaired and maintained in good condition, including, but not limited to, furnaces, air conditioners, lights, wiring, plumbing, and other equipment; and (f) contract for required services such as, but not limited to, cleaning and laundry service.

**Mechanic's Liens.** Concessionaire shall not suffer or permit any mechanics' liens or other liens to be filed against the Designated Premises or against Concessionaire's interest in the Designated Premises. If any such liens shall be recorded against the Designated Premises, Concessionaire shall cause the same to be removed within thirty (30) days after obtaining knowledge thereof, or, in the alternative, if Concessionaire desires in good faith to contest the same, Concessionaire shall be privileged to do so, but in such case Concessionaire shall indemnify and save the District harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure on said mechanics' lien, cause the same to be discharged and removed prior to the execution of such

judgment. Provided, that nothing herein shall be construed as consenting or otherwise acknowledging that the Designated Premises, as public property, is subject to any such lien under Illinois law.

## **Casualty**

**Damage to Premises.** If, during the Agreement Term, the Facilities, any other buildings, or other improvements located on the Designated Premises are wholly or partially destroyed or damaged by fire, or any other casualty whatsoever (collectively called a "Casualty"), this Agreement shall be subject to cancellation at the option of Concessionaire by written notice of such election to cancel within sixty (60) days after the date of such substantial damage or destruction. Concessionaire shall also have the right to cancel this Agreement if substantially all of the damage was not covered by Concessionaire's insurance policies. Concessionaire shall also have this right to cancel if the Designated Premises or Facilities or surrounding property is damaged by casualty and such damage materially interferes with Concessionaire's use of the Designated Premises or Facilities unless such damage is capable of being repaired within ninety (90) days after issuance of a building permit so as to minimize such interference.

If this Agreement is so cancelled, all License Fee and other payments paid in advance by Concessionaire, if any, that are not actually earned as of the date of such damage shall be refunded forthwith to Concessionaire.

If this Agreement is not so cancelled, Concessionaire shall proceed, at its sole cost and expense and with due diligence to restore the damaged property to substantially the same condition existing immediately prior to such damage and from and after the date of such damage to the date of completion of the repairs the License Fee shall abate. The Designated Premises shall be deemed substantially damaged if more than twenty-five percent (25%) thereof is rendered unavailable for Concessionaire's intended use and such damage is not reasonably capable of being repaired within ninety (90) days following the date of the casualty.

If Concessionaire does not elect to cancel this Agreement or if at any time prior to or during the Agreement Term not more than twenty-five percent (25%) of the Designated Premises is damaged by fire or other casualty, or if more than twenty-five percent (25%) is so damaged but the same may be fully restored and ready for Concessionaire's occupancy within ninety (90) days following the date of the casualty, or if the Building or other part of the Facilities or Designated Premises is damaged but the same does not materially interfere with Concessionaire's use of the Designated Premises, and if such damage is covered by Concessionaire's insurance policies, then this Agreement shall remain in full force and effect, Concessionaire shall proceed with due diligence to repair and restore the damaged property to substantially the same condition existing immediately prior to such damage, and from and after the date of such damage to the date of completion of said repairs a just proportion of the License Fee, according to the extent of the untenability of the Designated Premises, shall abate. Untenability shall be determined by reference to the reasonable usability of the Premises by Concessionaire and not to the extent of actual physical damage

**Payment of Insurance Proceeds.** In the event that proceeds of insurance are to be used to repair, replace, restore or reconstruct improvements destroyed by Casualty ("Restoration"), the following provisions shall pertain: Prior to the commencement of such Restoration, the plans and specifications for the Restoration must be approved by the District (such approval not to be unreasonably withheld or delayed). If Concessionaire elects not to rebuild and elects instead to cancel this Agreement,

Concessionaire shall promptly restore the Designated Premises to a condition substantially similar to the condition existing immediately prior to making this Agreement and surrender the same to the District.

### **Insurance, Indemnification, Risk of Loss, Waiver and Security**

The Concessionaire shall have in place at all times that this Agreement is in effect, Insurance to be placed with insurers with a Best's rating of no less than A-, and licensed to do business in the State of Illinois. The Concessionaire shall, at the Concessionaire's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the types and limits shown below. Certificates of insurance and endorsements in compliance with this agreement shall be furnished to the District before starting work or within ten (10) days after the execution of this agreement.

#### **Insurance Services Office Commercial General Liability**

1. Minimum Limits and form:
  - \$2,000,000.00 General Aggregate
  - \$1,000,000.00 Products Completed Operations Aggregate
  - \$1,000,000.00 Personal and Advertising Injury
  - \$1,000,000.00 Each Occurrence
  - \$ 50,000.00 Fire Damage (any one fire)
  - \$ 5,000.00 Medical Expense (any one person)

Additional Insured and Endorsement: The District, its officials, agents, employees and volunteers are to be covered as additional insureds, on a form at least as broad as the endorsement ISO Additional Insured Endorsement CG 2010, CG 2026, or if requested by the District, CG20 01 14 13 - Completed Operations, as respects: liability arising out of the Concessionaire's work, including activities performed by or on behalf of the Concessionaire; products and completed operations of the Concessionaire; premises owned, leased or used by the Concessionaire; or automobiles owned, leased, hired or borrowed by the Concessionaire. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officials, agents, employees and volunteers.

2. The Concessionaire's insurance coverage shall be primary as respects the District, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the District, its officials, agents, employees and volunteers shall be excess of Concessionaire's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officials, agents, employees and volunteers.

4. The Concessionaire's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Concessionaire's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Concessionaire shall be required to name the District, its officials, agents, employees and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the District.

#### **Insurance Services Office Business Auto Liability Coverage** (form number CA 0001, Symbol 01 "Any Auto.")

1. Minimum Limits: The Concessionaire shall maintain limits no less than the following, \$1,000,000 combined single limit per accident for bodily injury and property damage.

2. This insurance must include non-owned, hired, or Leased vehicles, as well as owned vehicles)

### **Workers' Compensation and Employers' Liability**

1. Minimum Limits: The Concessionaire shall maintain limits no less than the following, Workers Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.

2. General Provisions: The insurer shall agree to waive all rights of subrogation against the District, its officials, agents, employees and volunteers for losses arising from work performed for the District by the Concessionaire.

### **Property and Casualty Insurance**

Tenant shall, during the term of this Agreement, keep in full force and effect insurance coverage for damage to the Facilities including the Building constructed upon the Designated Premises. Said coverage shall be in an amount equal to at least the full replacement cost of the Facilities and the Building constructed upon the Designated Premises. This insurance shall protect against risks of physical loss equal to at a minimum the Insurance Services Office form CP10301000, which is the Special Cause of Loss form.

Umbrella Excess Liability:

\$2,000,000.00 over Primary Insurance

Professional Liability (Errors and Omissions) Insurance appropriate to the CONCESSIONAIRE's profession:

\$1,000,000 Per Occurrence

\$2,000,000 Aggregate

**Applicable to All Coverages:** The policies are to contain, or be endorsed to contain, the following provisions:

- A. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
- B. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the member, its officials, agents, employees and volunteer; or the Concessionaire shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.
- C. The specifications may require higher limits or additional types of insurance coverages than shown above and the Concessionaire will be required to furnish a certificate of insurance, copy of additional insured endorsement or other proof of insurance coverages.
- D. The Concessionaire shall furnish the District with certificates of insurance naming the District, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause prior to May of each year. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the District and are to be received and approved by the District before any work commences. The

District reserves the right to request fully certified copies of the insurance policies and endorsements. Concessionaire shall deliver to the District copies of insurance policies required under this Section, certificates evidencing the existence and amounts of such insurance and endorsements within five (5) days prior to the Commencement Date.

- E. The Concessionaire assumes liability for all injury to or death of any person or persons including employees of the Concessionaire, any sub-Concessionaire or subconsultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of the construction and or maintenance of the Designated Premises and the Facilities.

**Hold Harmless Clause.** The successful Concessionaire agrees to indemnify, save harmless and defend the Park District of Highland Park, its agents, servants, employees, and each of them against from any and all lawsuits, claims, demands, liabilities, losses, and expenses; including court costs and reasonable attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, or infringement on intellectual property rights which may arise or which may be alleged to have arisen out of intentional, willful, negligent or wrongful acts by Concessionaire, its subcontractors, consultants and agents, in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the Park District of Highland Park, its agents, servants, or employees or any other person indemnified hereafter.

**Exemption of the District From Liability.** District is not responsible or liable for any injury to Concessionaire's business or any loss of income therefrom or for any injury, damages or costs sustained or incurred by any person or for any damage to, destruction, theft or misappropriation of any property within the Property, or other property of Concessionaire, Concessionaire's employees, invitees, customers, or any other person in or about the Premises or the Property, relating in any way, directly or indirectly, to the license granted Concessionaire under this Agreement. Nor shall District be liable for injury to the person of Concessionaire, Concessionaire's employees, agents, or contractors, whether such damage or injury is caused by or results from fire, steam, electric, gas, water, or rain, or from the breakage, leakage, obstruction, or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures, or from any other cause, whether said damage or injury results from conditions arising upon the Premises or upon other portions of the Property or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Concessionaire. District is not liable for acts or omissions of Concessionaire, or any of Concessionaire's employees, agents contractors or other person(s) purporting to act at the direction or request, on behalf, or with the implied or actual consent of Concessionaire.

**Matters Affecting District's Insurance.** Concessionaire agrees that it will not at any time during the Term do, bring, or keep anything in or about the Premises which will cause a cancellation or threatened cancellation of any policy of insurance carried by District. In the event that the premium for any insurance carried by District increases as a result of Concessionaire's use of the Premises, including the use contemplated by this Agreement, Concessionaire shall immediately, upon demand and presentation of a bill evidencing such increase, pay District in full the total amount of die increase. If Concessionaire installs upon the Premises any electrical equipment which constitutes an overload of the electrical system of the Premises, Concessionaire shall, at its sole cost and expense, make whatever changes are necessary to comply with the requirements of the insurance underwriters covering the Premises and any governmental authority having jurisdiction thereof; provided, however, nothing herein shall be deemed to constitute District's consent to such overloading. Concessionaire shall, at its own expense, comply with all requirements (including those having jurisdiction over the Premises) necessary for the

maintenance of reasonable fire and extended coverage insurance for the Premises, including, without limitation, the installation of fire extinguishers and an automatic dry chemical extinguishing system, if applicable.

**Concessionaire's Obligation to Insure Concessionaire Alterations.** In the event that Concessionaire shall make any alterations, additions, or improvements to the Designated Premises pursuant to the terms and provisions of this Agreement, Concessionaire agrees to carry fire and extended coverage insurance upon such alterations, additions, or improvements. In addition, Concessionaire shall carry or cause to be carried all legally requisite liability coverage, including workers' compensation insurance. It is expressly understood and agreed that District shall not be required to insure any of such alterations, additions, or improvements under such insurance as District may carry upon the Premises, and District shall not be required under the provisions relating to reconstruction of the Premises, or under any other circumstances whatsoever, to repair, reconstruct, or reinstall any such alterations, improvements, or additions.

**Concessionaire's Failure to Maintain Insurance.** In the event that Concessionaire fails, for any reason whatsoever, to secure and maintain any of the insurance policies Concessionaire is required to maintain, District may, but shall not be obligated to, secure and maintain such insurance policies. Upon demand and presentation of a bill therefor, Concessionaire shall immediately pay in full the total cost of such policies to the District.

**Security.** Within thirty (30) days of the Effective Day, Concessionaire shall post and maintain for the duration of the Agreement Term a bond, cash deposit or other form of security acceptable to the District in the amount of not less than \$50,000. The security is to guarantee the obligations of the Concessionaire to pay License Fee and such other obligations set forth in this Agreement, including but not limited to the removal of equipment and all improvements installed or constructed upon the Designated Premises by Concessionaire in the event that Concessionaire fails to remove the same within the deadlines established by this Agreement. If a bond is used to satisfy this requirement, the Surety shall be licensed to conduct business in the State of Illinois, are "A" rated or better by AM Best, and are named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Bonds may be written on an annual basis, but if not renewed then another form of security must be posted or the Concessionaire will be considered in default of this Agreement.

**Waiver.** Concessionaire shall require each customer, invitee, user or other person authorized to use the Facilities to execute a written liability waiver in a form approved by the District. Said waiver shall, to the fullest extent allowed by law, include the signatory's waiver of liability as against the District, its officials and employees, for any injury, damage, loss, or harm resulting from or otherwise arising in any manner from the signatory's use of the Facilities and entry upon the Designated Premises for such purpose.

### **Assignment and Subletting**

**Consent of the District Required.** Neither Concessionaire nor its legal representatives or successors in interest shall, by operation of law or otherwise, assign or otherwise transfer this Agreement or any part hereof, or the interest of Concessionaire under this Agreement, or in any sublease or the License Fee there under without obtaining the prior written consent of the District, which consent shall not be unreasonably withheld. An assignment of this Agreement shall be deemed to have occurred if in a single transaction or in a series of related transactions more than fifty percent (50%) of the ownership interests in Concessionaire (whether stock, partnership interest or otherwise) is transferred, diluted, reduced, or otherwise affected with the result that the present holder or owners of Concessionaire have

less than a fifty percent (50%) interest in Concessionaire. Simultaneously with the execution of this Agreement, the Concessionaire shall provide the District with the names and addresses of all members of Concessionaire, as well as each members relative percentage interest in such ("Ownership Interest Data"). At least annually during the term of this Agreement, the Concessionaire shall provide the District with updated Ownership Interest Data. The District shall not disclose the Ownership Interest Data except as required by FOIA or other law.

**Assignments Void.** Any attempted assignment or subletting by Concessionaire shall be void and shall constitute a material breach of this Agreement. In no event shall any assignment, subletting or transfer, whether or not with the District's consent, relieve Concessionaire of its primary liability under this Agreement for the entire term hereof, and Concessionaire shall in no way be released from the full and complete performance of all the terms hereof.

**Obligations to Remain in Effect.** If the District expressly consents to an assignment or subletting, Concessionaire and any guarantor of Concessionaire's obligations under this Agreement shall at all times remain fully responsible and liable for the payment of the License Fees herein specified and for compliance with all of the other obligations under this Agreement (even if future assignments and sub-lettings occur subsequent to the assignment or subletting by Concessionaire).

**Mortgage of Interest.** Concessionaire may not mortgage the interest granted by this Agreement without the prior written consent of the District, but no such encumbrance shall constitute a lien on the fee title to the Designated Premises, and the indebtedness secured thereby shall at all times be and remain inferior and subordinate to all the conditions, covenants and obligations of this Agreement and to all of the rights of the District hereunder.

**Asset-Based Lending.** Concessionaire shall have the right, at any time, to encumber all or any part of its interest in the inventory or trade fixtures on the Designated Premises with a lien to secure financing, and the District agrees to execute, subject to other provisions of this Agreement, such waiver, subordination, or other agreements as any such asset-based lender may reasonably request in connection with such financing. Concessionaire agrees that any such District waiver shall include a provision reasonably acceptable to the District to the effect that (i) such asset based lender shall have the right to remove such financed items from the Designated Premises only during the Agreement Term and for a period of sixty (60) days after the District has given written notice to such lender that the Agreement has been terminated, for any reason; (ii) if such lender undertakes such removal, such lender shall be obligated to repair, at such lender's expense, any damage to the Designated Premises or the improvements thereon caused by the removal of any such financed items; and (iii) if such lender fails to remove such financed items during the Agreement Term, or within sixty (60) days after receiving written notice from the District of the termination of this Agreement, such financed items shall be deemed to have been abandoned by such lender to the District. Nothing herein shall be construed as authorizing any such lender to operate the Facilities without the District's advance written consent, which may be withheld for any reason at the District's sole discretion.

**Right of the District.** All mortgages, deeds of trust or other instruments (the "Mortgages") whereby Concessionaire mortgages the interest of Concessionaire created hereby or any improvements on the Designated Premises, or encumbers inventory or trade fixtures, shall contain provisions, (i) requiring the lienholder to give the District not less than fifteen (15) days written notice prior to accelerating the debt of Concessionaire to such Mortgages and/or initiating foreclosure proceedings under said Mortgages, and (ii) allowing the District during such fifteen (15) day notice period to cure Concessionaire's default and prevent said acceleration and/or foreclosure proceedings, and thereafter at the District's option to assume Concessionaire's position under said mortgages.

**Assignment by the District.** Notwithstanding anything contained in this Agreement to the contrary, the District shall have an absolute, unequivocal right to assign or transfer its interest in this Agreement, whether as collateral or absolutely, to any party whatsoever whether or not such party is related to the District, and Concessionaire covenants and agrees that this Agreement shall remain in full force and unaffected by such transfer or assignment. In the event of the transfer or assignment by the District of its interest in this Agreement to any party expressly assuming the District's obligations under this Agreement, the District shall thereby be released from any further obligations hereunder, and Concessionaire agrees to look solely to such successor in interest of the District for the performance of such obligations. Any security given by Concessionaire to secure performance of Concessionaire's obligations hereunder may be assigned and transferred by the District to such successor in interest and the District shall thereby be discharged of any further obligations relating thereto.

## **Default, Early Termination and Remedies**

**Default by Concessionaire.** The occurrence of any one or more of the following events shall constitute an Event of Default (herein so called) of Concessionaire under this Agreement:

1. if Concessionaire fails to pay License Fee or any other amount payable by Concessionaire hereunder as and when same becomes due and such failure shall continue for more than ten (10) days after the District gives Concessionaire notice of past due License Fee;
2. if Concessionaire fails to commence the construction of the Facilities and exercise reasonable diligence to achieve the Completion of Construction.
3. if Concessionaire attempts to make an unpermitted assignment or subletting of this Agreement;
4. if Concessionaire fails to maintain in force all policies of insurance required by this Agreement and such failure shall continue for more than twenty (20) days after the District gives Concessionaire notice of such failure;
5. if any petition is filed by or against Concessionaire or any guarantor of this Agreement under any present or future section or chapter of the Bankruptcy Code, or under any similar law or statute of the United States or any state thereof (which, in the case of an involuntary proceeding, is not permanently discharged, dismissed, stayed, or vacated, as the case may be, within ninety (90) days of commencement), or if any order for relief shall be entered against Concessionaire or any guarantor of this Agreement in any such proceedings;
6. if Concessionaire becomes insolvent or makes a transfer in fraud of creditors or makes an assignment for the benefit of creditors;
7. if a receiver, custodian, or trustee is appointed for the Facilities or for all or substantially all of the assets of Concessionaire or of any guarantor of this Agreement, which appointment is not vacated within ninety (90) days following the date of such appointment;
8. if Concessionaire fails to perform or observe any provision of this Agreement and such failure shall continue for more than thirty (30) days after the District gives Concessionaire notice of such failure, or, if such failure cannot be corrected within such thirty (30) day period, if Concessionaire does not commence to correct such default within said thirty (30) day period and thereafter diligently prosecute the correction of same to completion within ninety (90) days after notice is sent by the District;
9. if Concessionaire fails to pay any Impositions;
10. if a final judgment for the payment of money in any material amount in excess of One Million Dollars (\$1,000,000.00) and which is not covered by any insurance insuring the interest of Concessionaire shall be rendered against Concessionaire, and within sixty (60) days after the entry thereof such judgment shall not have been discharged or execution thereof stayed pending appeal or if within sixty (60) days after the expiration of such stay, such judgment shall not have been discharged; or
11. following commencement of use and operation of the Designated Premises, abandon the Designated Premises (failure to occupy and operate the Designated Premises for sixty

(60) consecutive days, for reasons other than because of adverse weather conditions, natural disaster, acts of war or terrorism or other force majeure reasons, shall be deemed an abandonment).

**Default by District.** An Event of Default by District shall occur under this Agreement when, following commencement of use and operation of the Designated Premises, Concessionaire desires but is unable to occupy and operate the Designated Premises for fifteen (15) consecutive days from written notice to District, where the cause of the default is the wrongful act of District.

**Dispute Resolution.** If a dispute arises with respect to this Agreement, the parties to the dispute shall first attempt to resolve it through direct discussions in the spirit of mutual cooperation. If the parties' attempts to resolve their disagreements through negotiation fail, the parties shall submit the dispute for arbitration. The arbitrators shall be selected in accordance with the rules of the American Arbitration Association (hereinafter, "AAA") and the arbitration shall be governed by the rules of the AAA. The decision of the arbitrators shall be final and binding upon the parties.

**Additional Remedies.**

(a) Upon the occurrence of any Event of Default by Concessionaire, the District shall have the right, at the District's option, to elect to do any one or more of the following without further notice or demand to Concessionaire:

- (i) Bring an action for breach of the Agreement in the court having jurisdiction over such matters. The District cannot claim lost License Fee, future License Fee, leasing commissions or tenant improvements as compensable damages.
- (ii) Seek termination of this Agreement, in which event Concessionaire shall immediately surrender the Designated Premises to the District, and if Concessionaire fails to so surrender, the District shall have the right, without notice and without resorting to additional legal process, enter upon and take possession of the Designated Premises, and to expel or remove Concessionaire and its property without being liable for prosecution or any claim for damages.

(b) Upon the occurrence of any Event of Default by the District, Concessionaire shall have the right, at Concessionaire's option, after fifteen (15) days' notice and an opportunity to cure, to elect to do any one or more of the following:

- (i) bring an action for breach of the Agreement in the court having jurisdiction over such matters. Concessionaire may seek to specifically enforce this Agreement, or to seek from the District recovery of all actual damages caused by the default.
- (ii) terminate this Agreement, in which event Concessionaire shall immediately surrender the Designated Premises to District; or
- (iii) all other rights and remedies provided at law or in equity.

## **Nondefaulting Party's Right to Cure.**

- (a) **District's Right to Cure.** If Concessionaire defaults in the observances or performance of any of Concessionaire's covenants, agreements or obligations hereunder, then the District may (but need not) and without limiting any other remedies which it may have by reason of such default, upon thirty (30) days' notice to Concessionaire, cure such default, charge the reasonable costs thereof to Concessionaire, and Concessionaire shall pay the same as additional License Fee forthwith upon demand.
- (b) **Concessionaire's Right to Cure.** If the District defaults in the observances and performances of any of the District's covenants, agreements or obligations hereunder, then Concessionaire may (but need not) and without limiting any other remedies which it may have by reason of such default, upon thirty (30) days' notice to the District, cure such default, and charge the reasonable costs thereof to the District. In the case of an emergency requiring immediate action to protect persons or property from significant injury, or if Concessionaire is denied access or utilities for more than 24 consecutive hours, then Concessionaire shall have the right to cure such default on telephone notice to the District.

**No Acceptance of Surrender.** No agreement to accept a surrender of the Designated Premises and no act or omission by the District or the District's agents during the Agreement Term shall constitute an acceptance or surrender of the Designated Premises unless made in writing and signed by the District. No reentry or taking possession of the Designated Premises by the District shall constitute an election by the District to terminate this Agreement unless a written notice of such intention is given to Concessionaire.

**No Waiver.** No provision of this Agreement shall be deemed to have been waived by the District unless such waiver is in writing and signed by the District. The District's acceptance of License Fee following an Event of Default hereunder shall not be construed as a waiver of such Event of Default. No custom or practice which may occur or develop between the parties in connection with this Agreement shall be construed to waive or lessen the District's right to insist upon strict performance of the provisions of this Agreement, without a written notice thereof to Concessionaire from the District.

**Rights Cumulative.** The rights granted to the parties in this Article shall be cumulative of every other right or remedy provided in this Agreement or which a party may otherwise have at law or in equity or by statute, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent License Fee or subsequent exercise of other rights or remedies or constitute a forfeiture or waiver of License Fee or damages accruing to a party by reason of any Event of Default under this Agreement. The non-prevailing party agrees to pay to the prevailing party all costs and expenses incurred in the enforcement of this Agreement, including all attorneys' fees incurred in connection with the collection of any sums due hereunder or the enforcement of any right or remedy.

**Early Termination by Concessionaire.** At any time following the Completion of Construction, the Concessionaire may terminate this Agreement, subject to all outstanding License Fee having first been paid in full to the District and further subject to Concessionaire's indemnification obligations set forth in this agreement and Concessionaire's obligations to remove Trade Fixtures and/or execute documents necessary to transfer title to the Facilities, (including but not limited to the Building) to the District. The security deposited shall also remain in place following termination of this Agreement and can be drawn upon by the District

until such time as all obligations of the Concessionaire pursuant to this Agreement have been satisfied.

**Due Diligence.** Commencing as of the Effective Date and continuing until XXXX (the Investigation Period), Concessionaire, including all agents, contractors, consultants, representatives and other persons designated by Concessionaire, shall have the absolute right, upon forty-eight (48) hours notice, to enter on any portion of the Designated Premises, for the purpose of investigation, discovery and testing of the Designated Premises, including, without limitation, surveying, soil testing and boring, hydrological studies, environmental studies, or any other testing Concessionaire determines to be necessary or appropriate. District shall cooperate fully with Concessionaire, including providing access at all times during the Investigation Period pertaining to Concessionaire's investigation of the Designated Premises. District agrees to also provide Concessionaire with its full cooperation in regard to Concessionaire's efforts to obtain all appropriate or relevant information concerning the Designated Premises and District. Provided Concessionaire has not terminated this Agreement or defaulted hereunder, this right of entry, as well as all rights provided to Concessionaire shall continue unabated through Closing. Notwithstanding anything contained herein to the contrary, District hereby authorizes and acknowledges that Concessionaire has had and will continue to have District's permission to order soil borings, wetland studies and survey work prior to the commencement of the Investigation Period, including, but not limited to, prior to the Effective Date. Concessionaire agrees to defend and indemnify the District from and against any claim of damage to the Designated Premises or any persons arising out of any inspections, or testing performed on the Designated Premises by Purchaser or its contractors.

**Right of Termination During Investigation Period.** During the Investigation Period, Concessionaire shall have the right in Concessionaire's sole and absolute discretion to determine whether it desires to proceed with or terminate this Agreement for any reason or for no reason whatsoever. If Concessionaire elects to not proceed with the agreement on the Designated Premises, Concessionaire shall deliver written notice to District of such election (the Notice Not to Proceed), which notice must be delivered to District not later than the last day of the Investigation Period (if not a business day, then it shall extend to the next business day). In the event Concessionaire timely provides the Notice Not to Proceed, the Deposit, with all interest earned thereon shall be returned to the Concessionaire and this Agreement will be terminated and canceled in all respects and neither Concessionaire nor District will have any further rights or obligations hereunder, except as may be otherwise expressly set forth in this Agreement.

## **Warranties**

**Quiet Enjoyment.** The District covenants and agrees that Concessionaire, on paying the License Fee and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Agreement on Concessionaire's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Designated Premises during the term of this Agreement without hindrance of the District.

**Concessionaire Financing.** Concessionaire warrants and represents that prior to the Effective Date it secured sufficient financial resources to pay for the construction and completion of the Facilities. If applicable, the Concessionaire shall provide to the District a letter from its primary lender regarding the financing of the cost of construction of the Facilities, a copy of which shall be provided to the District.

## **Eminent Domain**

**Total Taking.** If all or substantially all of the Designated Premises is taken under power of eminent domain (which term as used in this Agreement shall include any conveyance in avoidance or settlement of condemnation or eminent domain proceedings) or other similar proceeding, then this Agreement shall terminate as of the date of taking of possession by the condemning authority.

**Partial Taking.** The District and Concessionaire agree that if less than all or substantially all of the Designated Premises is taken under power of eminent domain or other similar proceeding, then this Agreement shall nevertheless continue in effect as to the remainder of the Designated Premises; provided, however, that if in the reasonable opinion of Concessionaire that any of the Designated Premises taken under the power of eminent domain makes it economically unsound to attempt to use the remainder thereof for the conduct of Concessionaire's business thereon, then this Agreement shall terminate upon possession of such portion of the Designated Premises by the condemning authority.

**Award.** All sums awarded or agreed upon between the District and the condemning authority for the taking of the interest of the District or Concessionaire in the Designated Premises, whether as damages or as compensation, will be the property of the District. All sums awarded or agreed upon between Concessionaire and the condemning authority for the taking of the interest of Concessionaire will be the property of the Concessionaire. Concessionaire shall be entitled to all condemnation award which are attributable to or made on account of any interest, loss or expense of Concessionaire, including the value of this Agreement, Concessionaire's moving expenses, and the unamortized value of the Designated Premises and the improvements made by Concessionaire upon the Designated Premises, which are not capable of being moved by Concessionaire.

### **The District's Right of Access**

The District (and its agents, employees and contractors) shall have the right to enter the Designated Premise at any time in order (a) to inspect the Designated Premises and the Facilities, and (b) to confirm that Concessionaire is complying with all of Concessionaire's covenants and obligations under this Agreement. Provided that the District shall provide 24 hours notice to Concessionaire before entering the Building without Concessionaire's verbal permission. The District shall not be liable to Concessionaire for the exercise of the District's rights under this Article, and Concessionaire hereby waives any claims for damages for any injury or inconvenience to or interference with Concessionaire's business, any loss of occupancy or quiet enjoyment of the Designated Premises, and any other loss occasioned thereby. The 24 hours notice requirement set forth above shall not apply in the event of an emergency or with respect to the District's lawful exercise of its police powers.

### **Advertising**

In connection with any advertising or promotional material relative to the Facilities, Concessionaire shall use reasonable good faith efforts to include therein the use of the words "Park District of Highland Park, Illinois." In connection therewith, the District does hereby grant to Concessionaire the personal and nontransferable right and license to use the service mark of the Park District of Highland Park in the development and promotion of the Facilities. The right granted to Concessionaire herein shall not be assigned, transferred or otherwise conveyed without the District's prior written consent. Concessionaire acknowledges the District's exclusive right, title, and interest in and to the service mark and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of such right, title, and interest. In connection with the use of

the service mark, Concessionaire shall not in any manner represent that it has any ownership in the service mark or registration thereof, and Concessionaire acknowledges that use of the service mark shall not create in Concessionaire's favor any right, title, or interest in or to the service mark, but all uses of the service mark by Concessionaire shall inure to the benefit of the District. Upon termination of this Agreement in any manner provided herein, Concessionaire will cease and desist from all use of the service mark in any way (and will at the District's request deliver up to the District, or its duly authorized representatives, all material and papers upon which the service mark appears), and Concessionaire shall at no time adopt or use, without the District's prior written consent, any word or mark which is likely to be similar to or confusing with the service mark.

## **Miscellaneous**

**Estoppel Certificate.** Upon the written request of either party to this Agreement, the other shall execute, acknowledge and deliver to the requesting party, a written statement certifying: (i) that none of the terms or provisions of this Agreement have been changed (or if they have been changed, stating how they have been changed); (ii) that this Agreement has not been canceled or terminated; (iii) the last date of payment of Minimum License Fee, Percentage License Fee and other charges, and the time period covered by such payment; and (iv) that the other party is not in default under this Agreement (or, if the other party is claimed to be in default, stating why). Such party shall deliver such statement to the party requesting the same within ten (10) days after the requesting party's request.

**Independent Covenant.** Concessionaire shall not for any reason withhold or reduce Concessionaire's required payments of License Fee and other charges provided in this Agreement, it being agreed that the obligations of the District under this Agreement are independent of Concessionaire's obligations except as may be otherwise expressly provided. The immediately preceding sentence shall not be deemed to deny Concessionaire the ability of pursuing all rights granted it under this Agreement or at law; however, at the direction of the District, Concessionaire's claims in this regard shall be litigated in proceedings separate from any litigation involving claims for License Fee or other claims by the District against Concessionaire (i.e., each party may proceed to a separate judgment without consolidation, counterclaim or offset as to the claims asserted by the other party).

**The District's Liability.** Anything contained in this Agreement to the contrary notwithstanding, Concessionaire agrees that Concessionaire shall look solely to the estate and property of the District for the collection of any judgment or other judicial process requiring the payment of money by the District for any default or breach by the District under this Agreement. No officers, agents and employees shall be subject to levy, execution or other judicial process for the satisfaction of Concessionaire's claim. Notwithstanding the foregoing, nothing in this Agreement shall be construed as waiving the District's immunity from suit or liability pursuant to the doctrine of sovereign immunity.

**No Joint Venture.** The relationship between the District and Concessionaire at all times shall remain solely that of a License holder and Concessionaire and shall not be deemed or construed as a partnership or joint venture.

**Force Majeure.** Whenever a period of time is herein prescribed for action to be taken by the District or Concessionaire (other than payment by Concessionaire of amounts due under this Agreement), the District or Concessionaire shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to force majeure, which term shall include strikes, riots, acts of God, shortages of labor or materials, war, third-party lawsuits, governmental

approvals, laws, regulations, or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of the District or Concessionaire.

**Notice.** All License Fees or other sums, notices, demands, or requests from one party to another shall be personally delivered or sent by United States mail certified, or registered, return receipt requested, postage prepaid, to the addresses stated in this Section.

If to the District:

Park District of Highland Park  
Attn: Finance  
636 Ridge Road  
Highland Park, IL 60035  
Telephone: (847) 579-3138

If to Concessionaire:

XXXXXX

Notice shall be deemed to have been given (i) if by hand delivery, at the time of delivery, or (ii) if mailed, seventy-two (72) hours after the deposit of same in any United States mail post office box in the state to which the notice is addressed or ninety-six (96) hours after the deposit in any post office in the state other than the state to which the notice is addressed, postage paid, addressed as set forth above. The addresses for the purpose of this section may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

**Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns where permitted by this Agreement. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

**Brokerage Fee.** Concessionaire and the District each represent and warrant to the other that it has not entered into any agreement with, or otherwise had any dealings with, any broker or agent in connection with the negotiation or execution of this Agreement which could form the basis of any claim by any such broker or agent for a brokerage fee or commission, finder's fee, or any other compensation of any kind or nature in connection herewith, and each party shall, and hereby agrees, to the extent allowed by law, to indemnify and hold the other harmless from all costs (including, but not limited to, court costs, investigation costs, and attorneys' fees), expenses or liability for commissions or other compensation claimed by any broker or agent with respect to this Agreement which arise out of any agreement or dealings, or alleged agreement or dealings, between the indemnify party and any such agent or broker. This provision shall survive the expiration or earlier termination of this Agreement.

**Time of Essence.** Time is of the essence of this Agreement.

**Governing Law; Venue.** This Agreement shall be construed under and in accordance with the laws of the State of Illinois. The exclusive venue for any action arising hereunder shall be in the courts of

Lake County, Illinois. The parties hereby submit to the personal and subject matter jurisdiction of said courts.

**Severability.** In case of any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**Amendment.** No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

**Integration.** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

**No Waiver.** No waiver by the District of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, conditions, or stipulation hereof.

**Use Clause.** Concessionaire agrees not to use the Designated Premises or any building or improvement situated upon said Designated Premises, or any part thereof for any use or purpose in violation of any applicable law, regulation, or ordinance of the United States, the State of Illinois or the City of Highland Park, Illinois, or other lawful authority having jurisdiction over the Designated Premises.

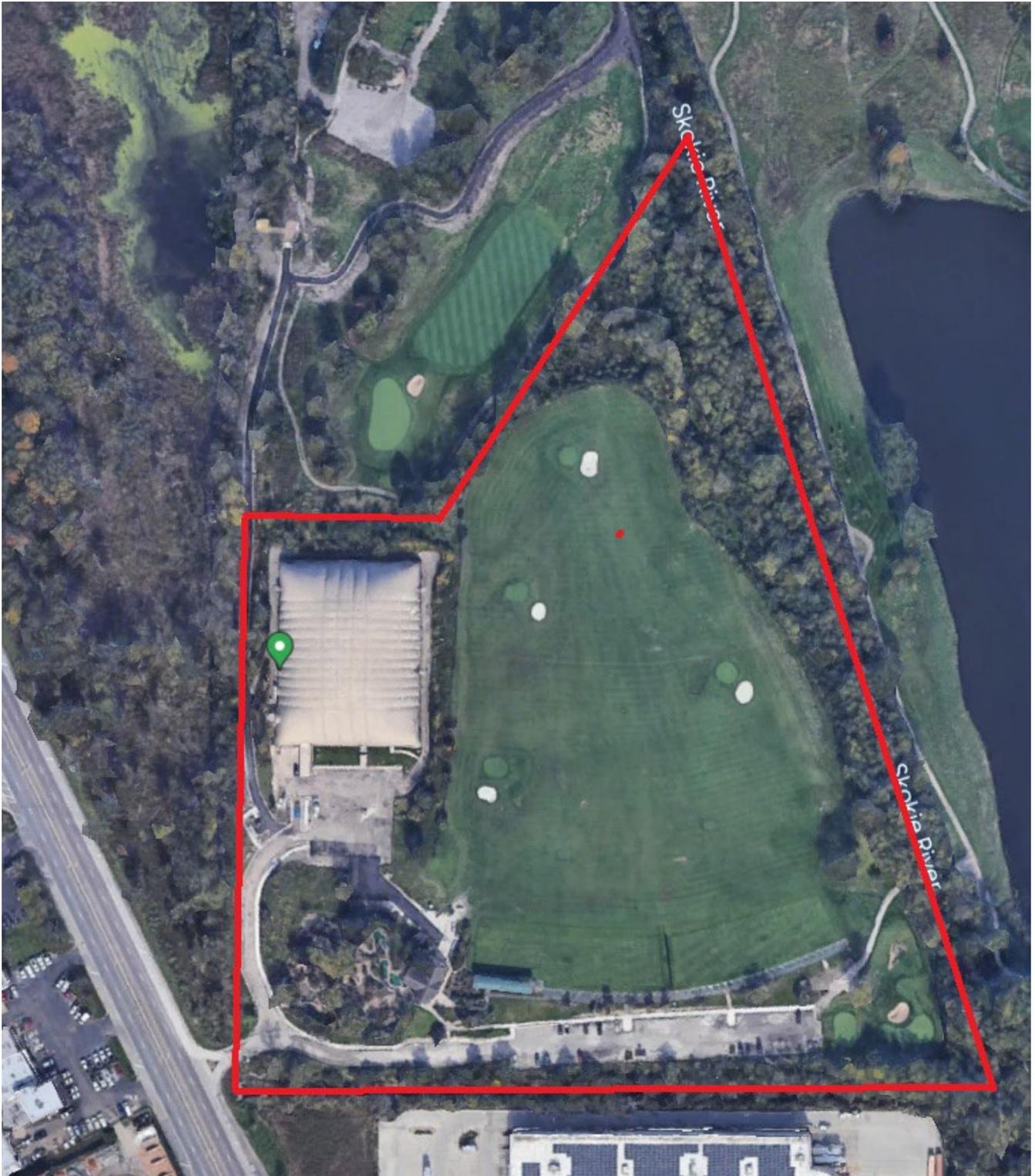
**Rights and Remedies Cumulative.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude nor waive its right to use any other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law statute, ordinance, or otherwise.

**Attorney's Fees.** In the event the District or Concessionaire breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney fees so incurred by such other party. Concessionaire shall reimburse the District on demand for all reasonable fees and expenses (including attorneys' fees) which it incurs in connection with the seeking and obtaining of permits and approvals required of the District hereunder. The District or its attorney shall advise Concessionaire in advance of incurring such fees or expenses, of the approximate amount of said fees or expenses and shall obtain Concessionaire's approval for said expenditures before incurring same.

**Further Documents.** The District agrees that it will from time to time and at any reasonable time execute and deliver to Concessionaire such other and further instruments and assurances as Concessionaire may reasonably request approving, ratifying, and confirming this Agreement and the interest created hereby and certifying that the same is in full force and effect and that no default on the part of Concessionaire exists, or if any such default does exist, the District shall specify in said certificate each such default. Without limiting the generality of the foregoing, The District acknowledges that Concessionaire may obtain third party financing with respect to the construction, operation and maintenance of improvements on the Designated Premises and, in connection therewith, the District agrees with Concessionaire to consider in good faith amendments.

# ATTACHMENT 1

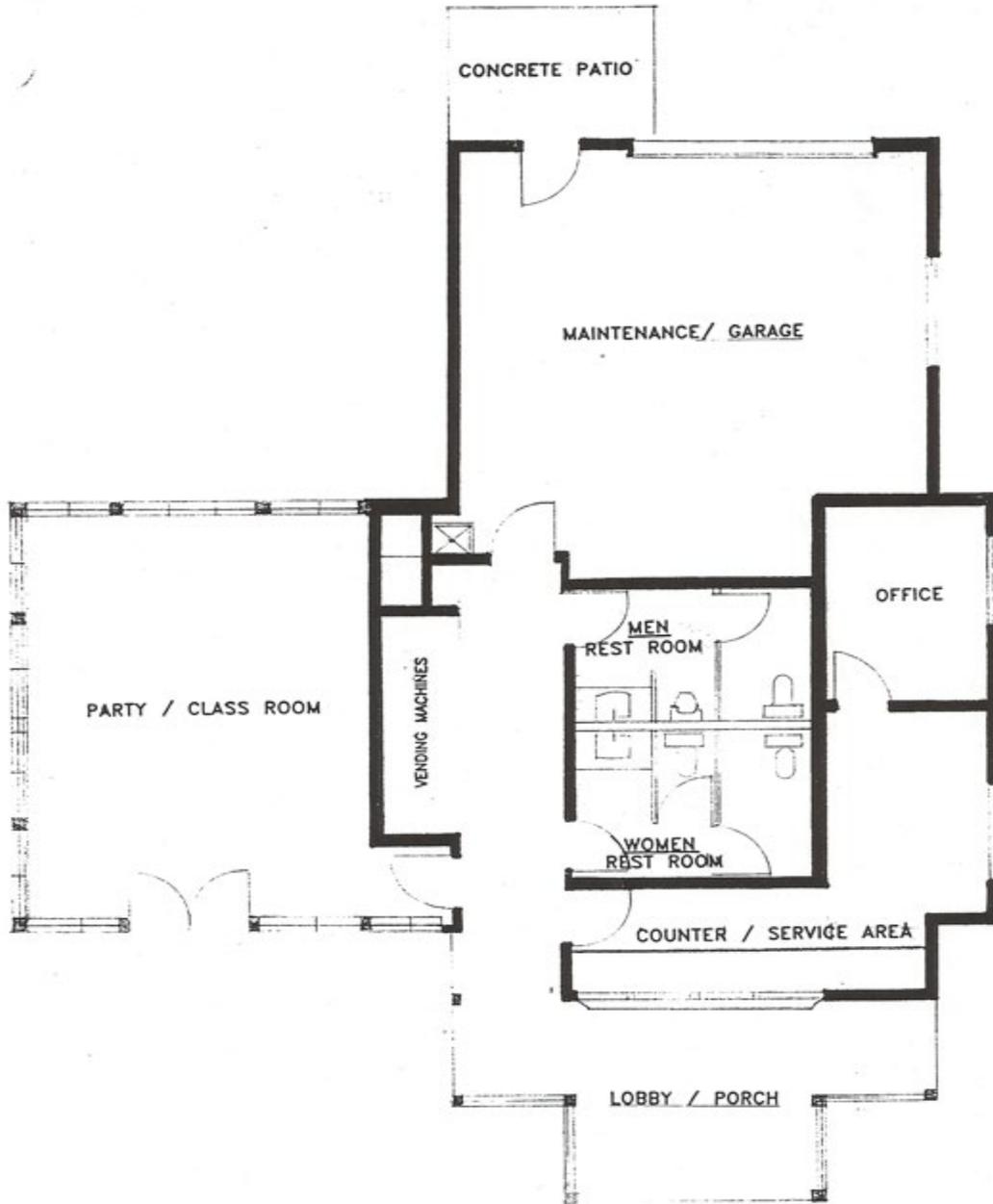
Aerial view of site





ATTACHMENT 3

Building Layout



## ATTACHMENT 4

### 2019 Attitude and Interest Survey



# COMMUNITY SURVEY FOR THE PARK DISTRICT OF HIGHLAND PARK

AUGUST 2019 PRESENTATION

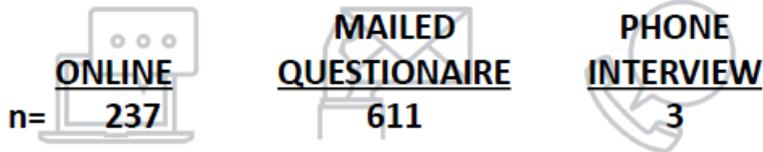
*aQity Research & Insights*

*Evanston, IL*



## Research Methods

- Findings are based on a sample of n=851 households within the PDHP boundaries.
- Data collection timeframe: May 17 through June 23, 2019.
- Printed mail surveys and post card invitations were sent to all households in the PDHP. Respondents had the option of participating by phone, mail, or online survey. Final completions included:



- Respondent sample was weighted to match updated US Census data for the City of Highland Park by region, gender, age, ethnicity, and percentage of households with children.
- Maximum margin of error is +/- 3.4% (at the 95% confidence level) \*.

**Methods: Sample Demographics**  
(weighted to reflect US Census data for Highland Park)

Gender*	
Male	47%
Female	53%

Age*	
<35	8%
35-44	16%
45-54	21%
55-64	22%
65+	33%
<i>Mean (years)</i>	<i>57</i>

Children in Household*	
Yes	39%
No	61%

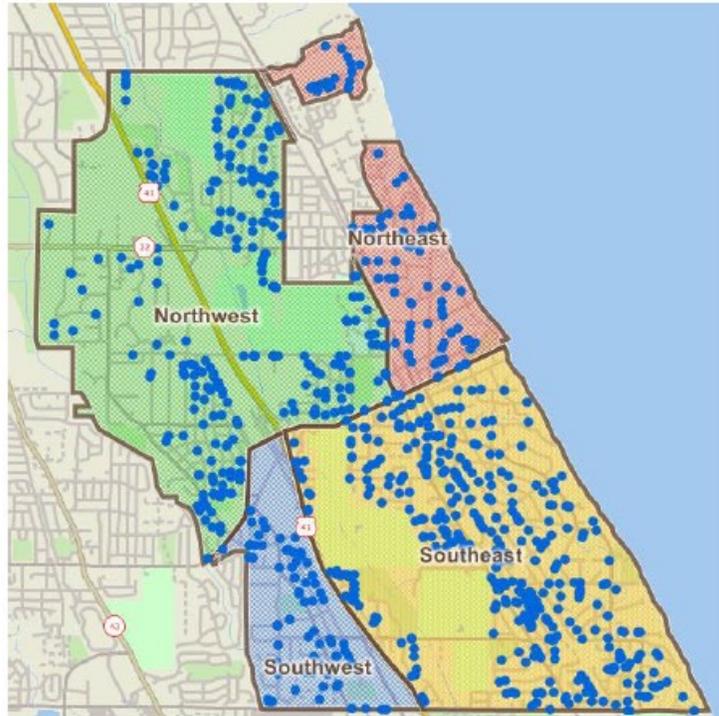
Length of Residence in Area	
< 5 yrs.	16%
5-14 yrs.	21%
15-24 yrs.	18%
25-34	16%
35+ yrs.	28%
<i>Mean (years)</i>	<i>24</i>

Ethnicity*	
White	91%
Hispanic	5%
Asian	2%
Black/African American	1%
Other	1%

Household Income	
<\$75,000	9%
\$75,000 - \$124,999	18%
\$125,000 - \$199,999	21%
\$200,000 - \$299,999	17%
\$300,000 +	16%
(refused)	19%

### Methods: Regional Distribution of Survey Respondents (n=851)

Regions*	
Northwest	44%
Northeast	11%
Southeast	36%
Southwest	9%

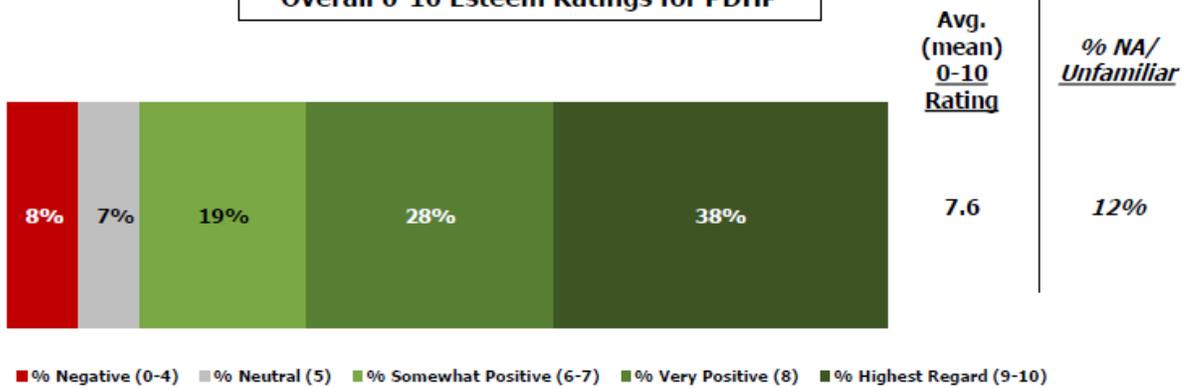




## Overall Esteem Ratings for PDHP

Highland Park residents hold the PDHP in very strong esteem.

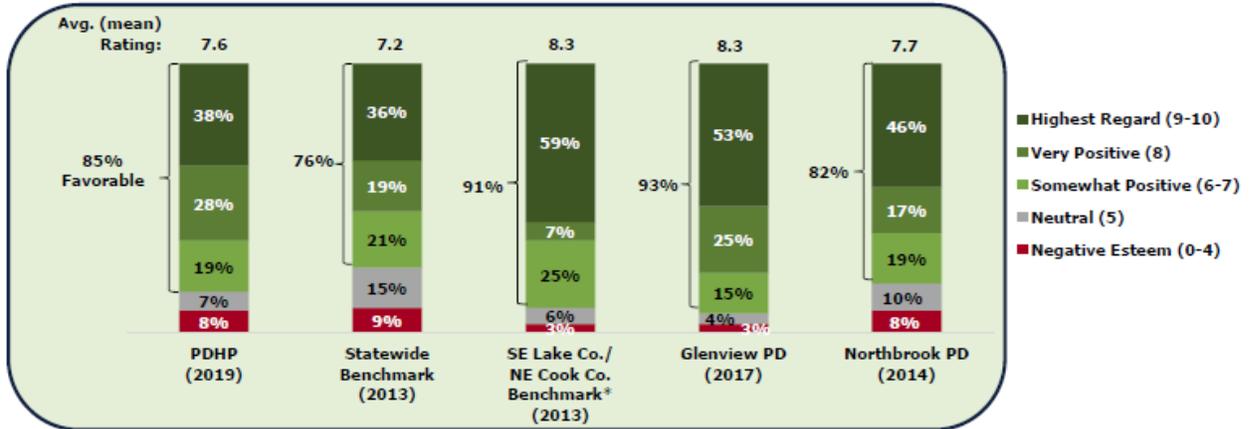
### Overall 0-10 Esteem Ratings for PDHP



Q2. Please rate your overall opinion of the Park District of Highland Park on a 0-10 scale (0=dislike completely, 5=neutral, 10=highest regard)

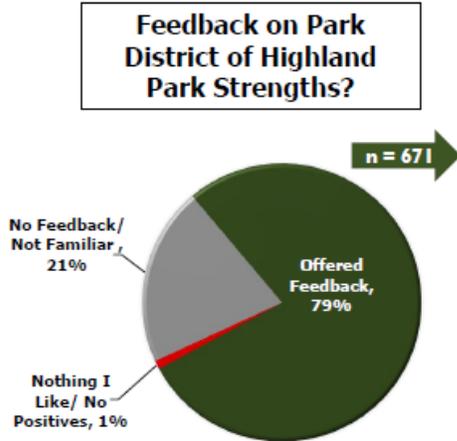
The PDHP's overall esteem ratings are comparable to the statewide benchmark, but lags some of its nearby peer agencies.

PDHP Esteem Compared to Benchmarks

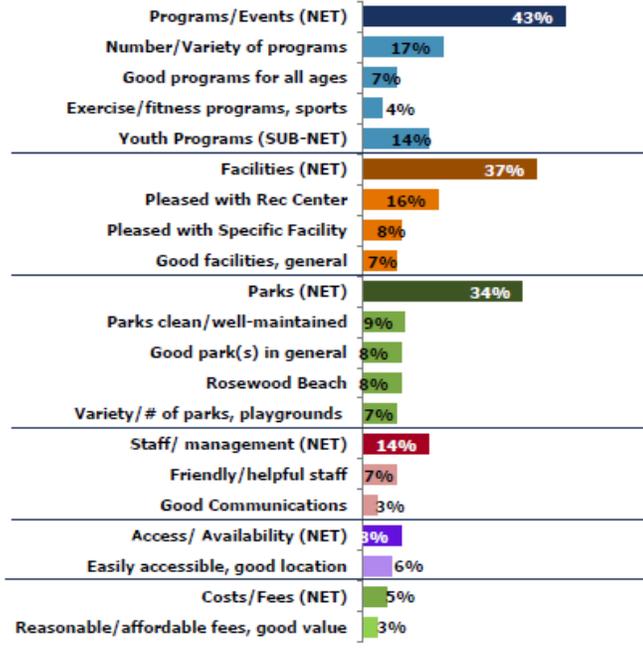


Q2. Please rate your overall opinion of the Park District of Highland Park on a 0-10 scale (0=dislike completely, 5=neutral, 10=highest regard).

Four out of five residents offered positive feedback for the PDHP, most often regarding its variety of programs (especially for youth).

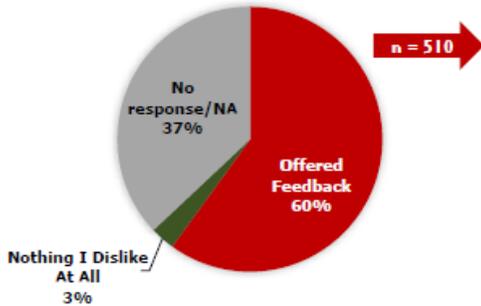


#### Strengths most frequently cited (open-ended)

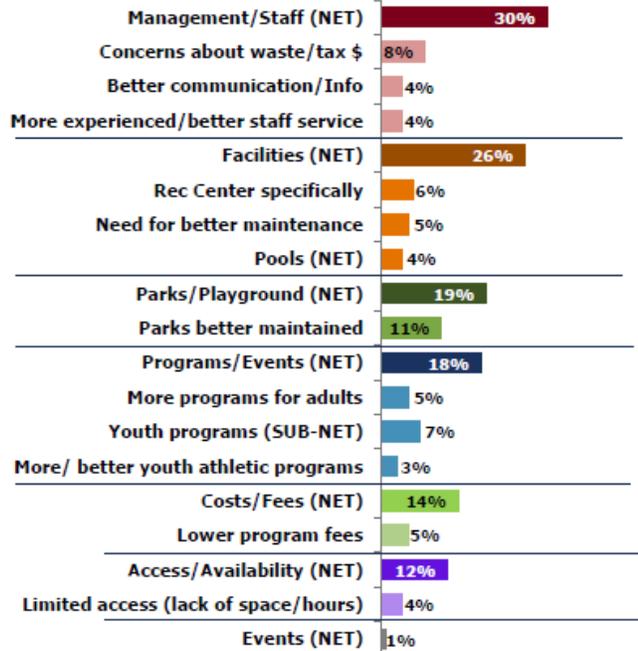


Most (60%) likewise cite something they dislike or feel is a needed improvement for the PDHP.

Weaknesses/Improvements Sought From Park District of Highland Park

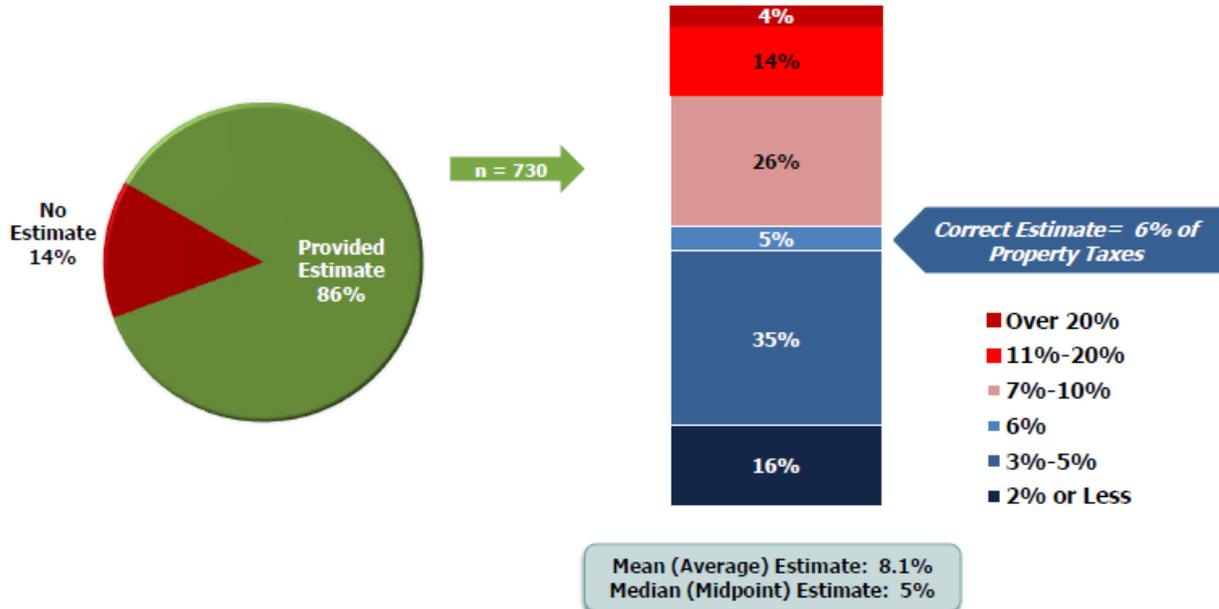


Weaknesses most frequently cited (open-ended)



When asked to estimate the PDHP's share of their property taxes, most respondents were able to offer an estimate, and were generally accurate.

Estimated Percent of Property Taxes Going to the PDHP



**When informed that the PDHP represents 6% of one's property taxes, residents feel that this represents a very good value overall.**

**Significant Differences: Value of Property Taxes to PDHP**

Most Value

- Women (7.3)
- Lived in HP <10 yrs. (7.4)

OVERALL AVERAGE = 6.9

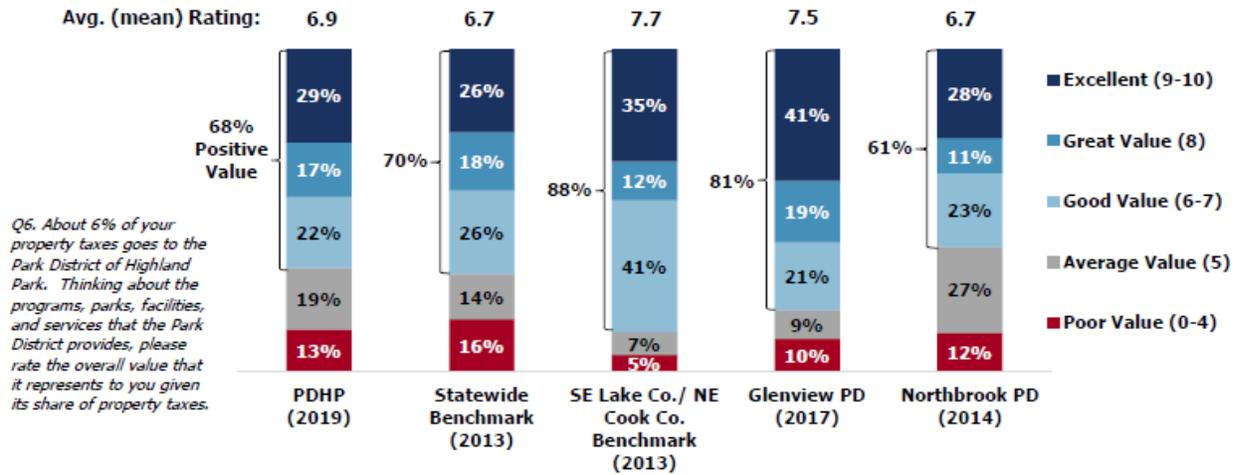
- Lived in HP 10-29 yrs. (6.5)
- Men (6.5)
- Non-PDHP users (5.8)

Least Value

Q27. About 6% of your property taxes go to the Park District of Highland Park. Thinking about the programs, parks, facilities, and services that the Park District provides, please rate the overall value that it represents to you given its share of property taxes. (0-10 scale)

The PDHP's overall value ratings are slightly more in line with nearby benchmarks (albeit remain lower).

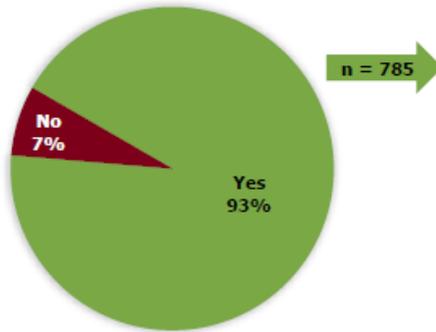
Perceived Value of PDHP Relative to Property Tax Share



\* The 2013 SE Lake Co./NE Cook Co. benchmark results includes agencies in Bannockburn; Deerfield; Glencoe; Glenview; Kenilworth; Highwood; Lake Bluff; Lake Forest; Northbrook; Northfield; Wilmette; Winnetka. The 2013 Statewide benchmark referenced a 2% share of property taxes; the Northbrook PD survey (2014) referenced a 7% share of property taxes; the Glenview PD survey (2017) referenced an 8% share of property taxes.

Virtually all households report visiting or using a PDHP park or facility in the past year.

Used or Visited a PDHP Park or Facility in Past 12 Months?

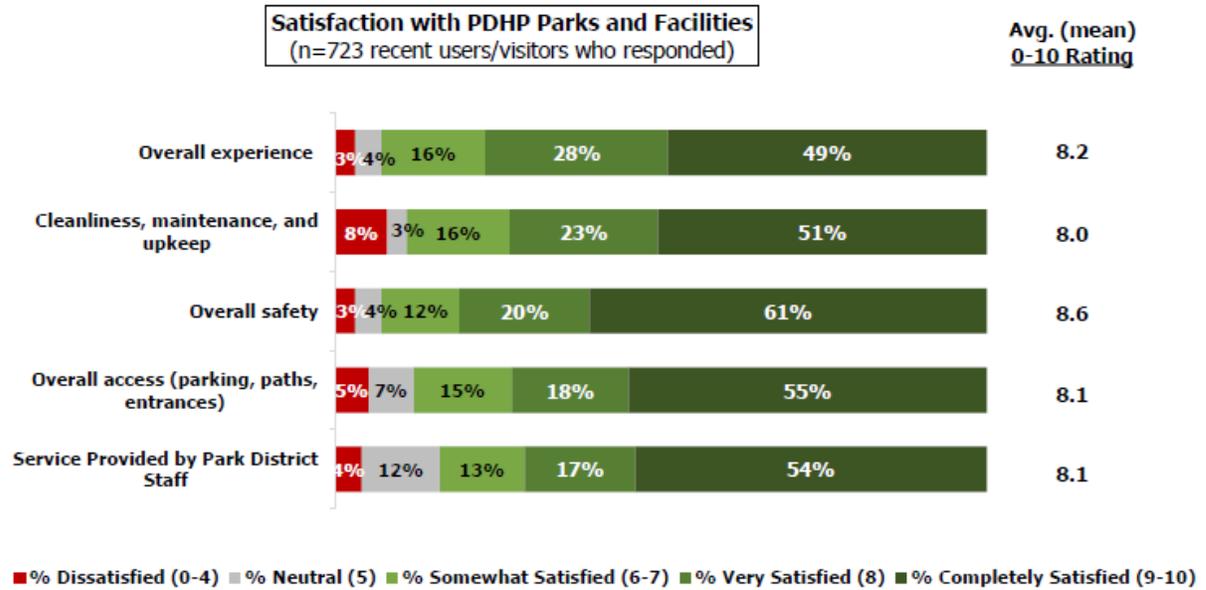


Visited or Used Facility/Park in Past 12 Months	% Reporting (n=785)	% All Respondents (n=851)
Recreation Center of Highland Park	68%	63%
Rosewood Beach/Park	66%	62%
Sunset Woods Park	55%	51%
Heller Nature Center	38%	36%
Hidden Creek Aqua Park	34%	32%
Danny Cunniff Park	28%	26%
Centennial Ice Arena	26%	24%
West Ridge Center	26%	24%
Rosewood Beach Interpretive Center	24%	23%
Larry Fink Park	23%	22%
Park Ave. Boating Facility	22%	20%
Sunset Valley Golf Club	18%	16%
Deer Creek Racquet Club	17%	16%
HP Golf Learning Center (driving range)	16%	15%
Centennial Gymnastics Center	14%	14%
Olson Park	14%	13%
Dog Park (in winter) at HP Golf Learning Center	10%	9%
River's Edge Adventure Golf (mini golf)	8%	8%
Other PDHP parks/facilities (<5% each, most often: Moraine Park/Beach, Millard Park, Mooney Park, Brown, HPCC green space)	23%	22%

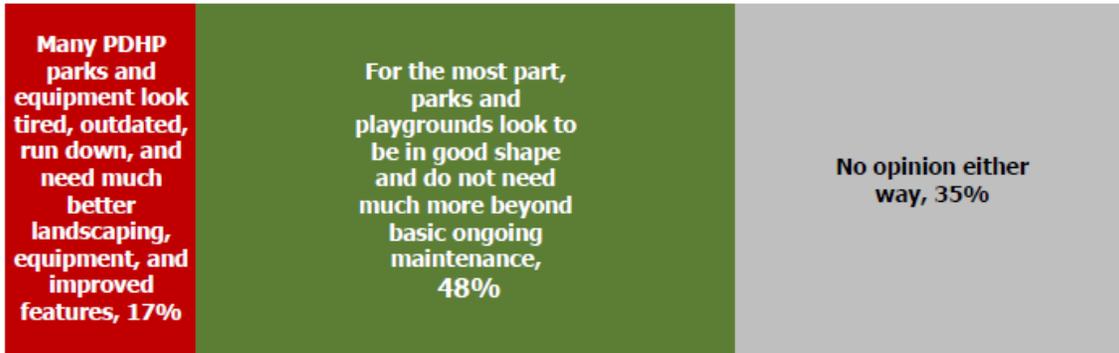
**Most District parks and facilities draw proportionately from various parts of the city.**

Region (overall row %):	NE (10%)	NW (44%)	SE (36%)	SW (10%)	(= 100%)
Recreation Center of Highland Park	10%	49	33	8	= 100%
Rosewood Park and Beach	9%	41	41	9	= 100%
Sunset Woods Park	11%	46	34	9	= 100%
Heller Nature Center	10%	45	35	10	= 100%
Hidden Creek Aqua Park	9%	42	38	11	= 100%
Danny Cunniff Park	9%	50	33	8	= 100%
Centennial Ice Arena	12%	49	33	6	= 100%
West Ridge Center	6%	40	31	23	= 100%
Rosewood Beach Interpretive Center	9%	34	48	9	= 100%
Larry Fink Park	4%	35	51	10	= 100%
Park Ave. Boating Facility	16%	46	32	6	= 100%
Sunset Valley Golf Club	12%	40	39	9	= 100%
Deer Creek Racquet Club	6%	41	44	9	= 100%
HP Golf Learning Center	13%	41	33	13	=100%
Centennial Gymnastics Center	9%	41	28	22	=100%
Olson Park	6%	69	20	5	=100%
Dog Park (in winter) at HP Golf Learning Center	14%	50	29	7	=100%

**Recent visitors/users of PDHP parks and facilities are extremely satisfied with their overall condition, safety, access, and service.**



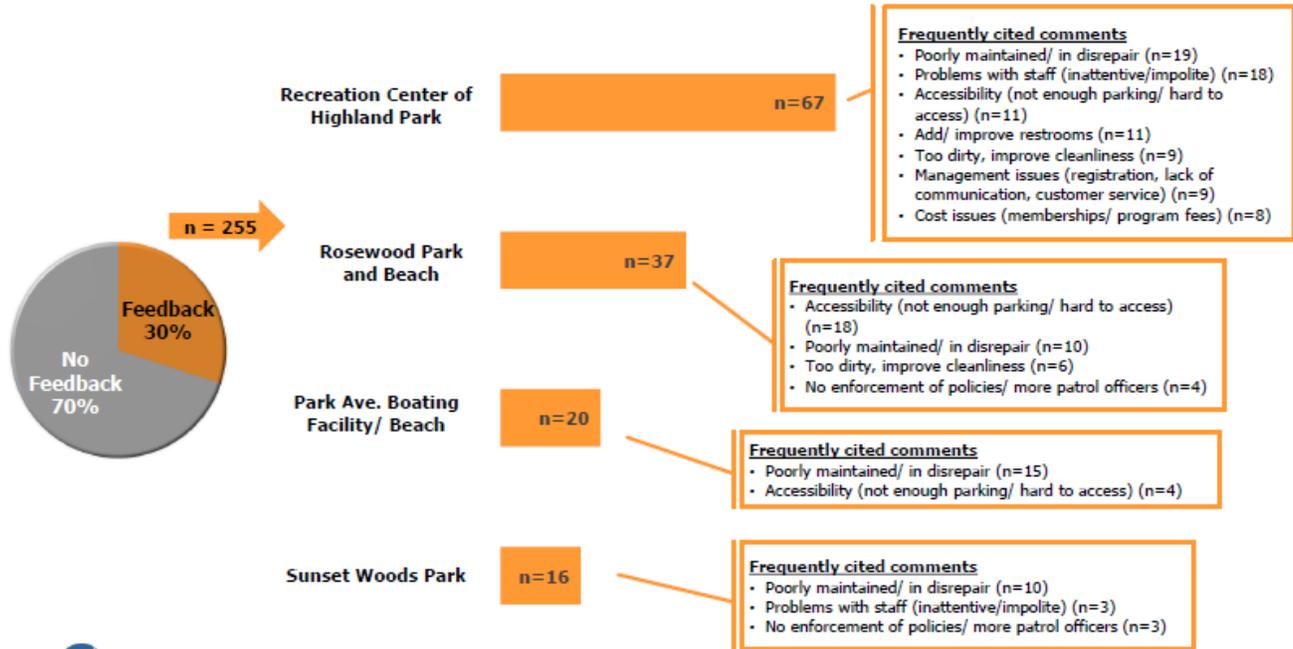
**In addition to strong satisfaction for the cleanliness, maintenance, and upkeep of parks and facilities, few feel drastic improvements are needed.**



n=794

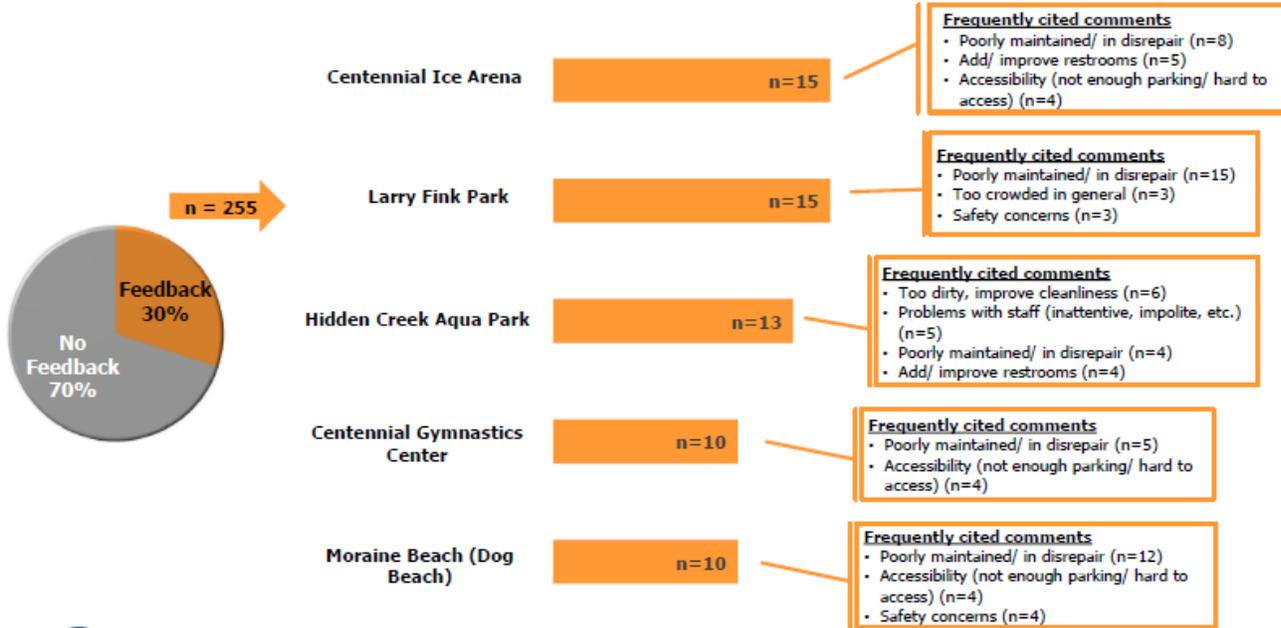
**Residents unhappy with specific PDHP parks or facilities most often cite the Recreation Center and/or Rosewood Park and Beach (the two most popular destinations).**

**Reasons for Dissatisfaction with Parks or Facilities (frequently cited comments, unweighted n of cases)**



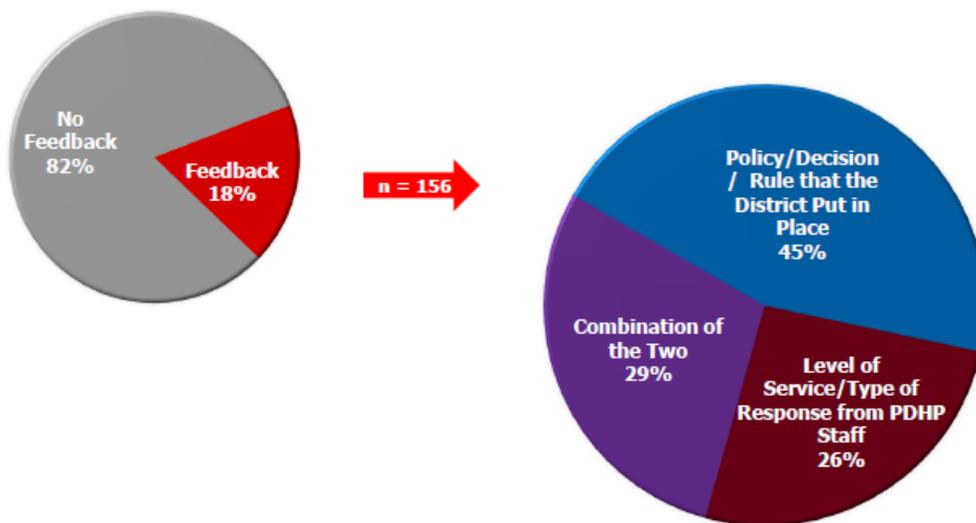
The remaining top facilities and parks cited for improvements almost always reference a need for more maintenance and cleanliness.

Reasons for Dissatisfaction with Parks or Facilities, cont'd (frequently cited comments, unweighted n of cases)



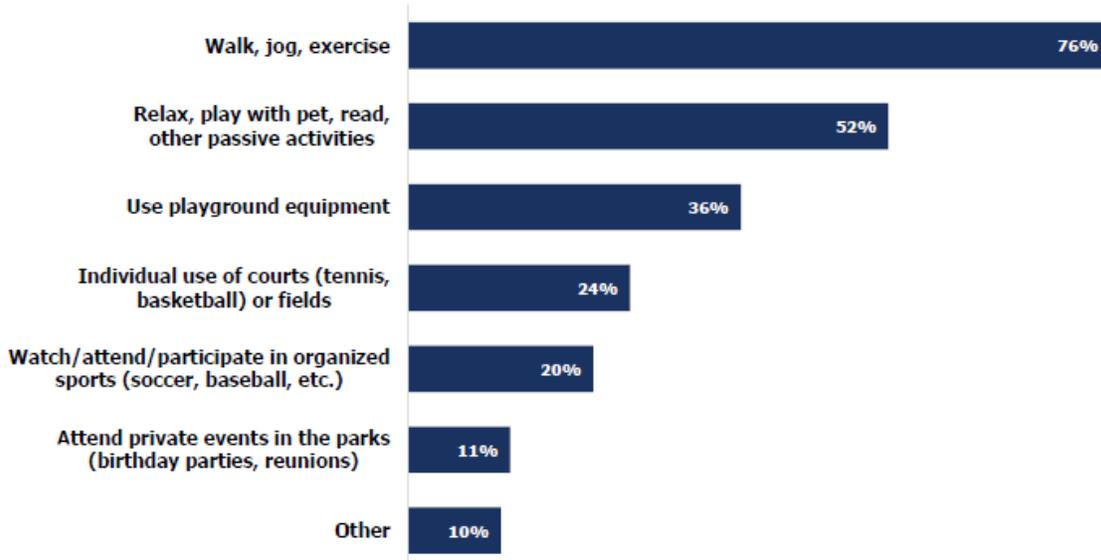
Those citing negative experiences with PDHP staff tend to attribute such incidents with District rules/policies, more so than to individual staff.

Reasons for Dissatisfaction (among n=156 dissatisfied PDHP visitors/users)



**Most residents go to outdoor PDHP parks for some form of exercise, but at least half also cite more passive activities in these parks.**

**Types of Activities/Usage at PDHP Parks  
(n=675)**

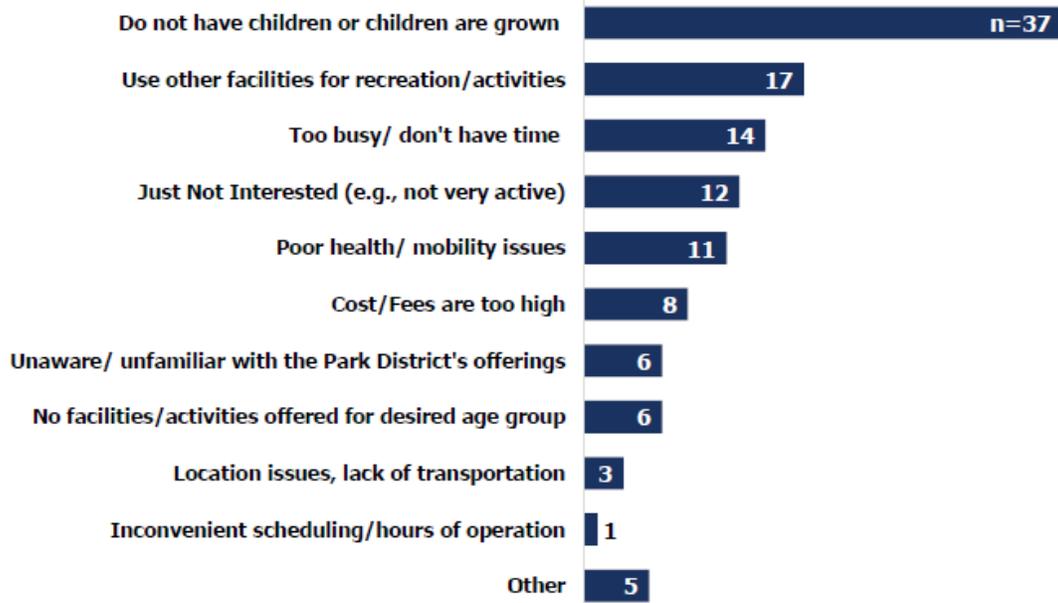




## Non-Usage of Park District's Parks/Facilities

Relatively few residents (7% overall) report not visiting or using any PDHP parks or facilities in the past year.

### Top Reasons (n of cases): Not Using PDHP Parks/Facilities (n=57)



Q11. (IF NO PDHP PARK/FACILITY USED OR VISITED): Why haven't you visited a Park District park or facility? (multiple responses)

**Among those familiar with the PDHP’s special events, roughly two-thirds express satisfaction.**

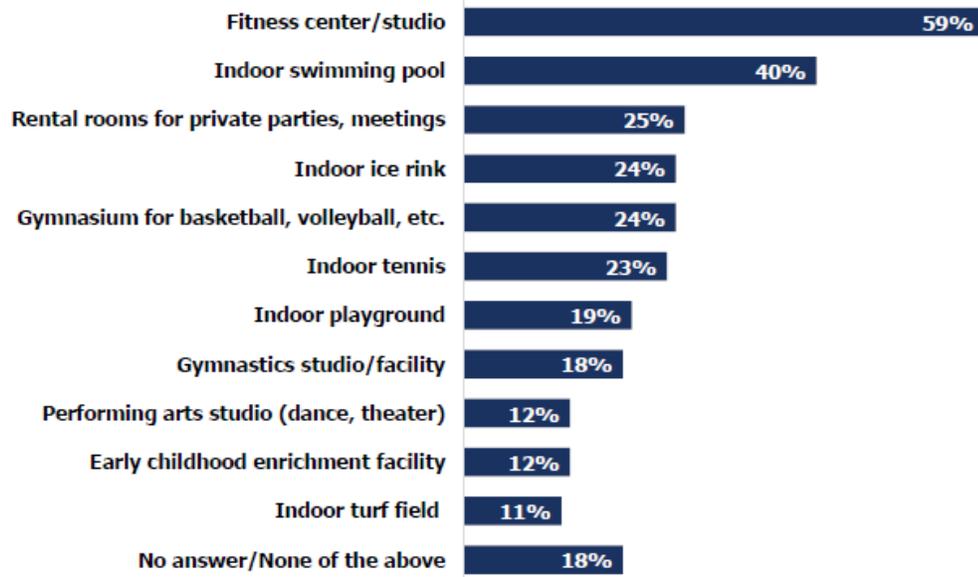
**Satisfaction with Special Events**  
 (n=424 who responded; 48% were “unfamiliar” and could not give a rating)



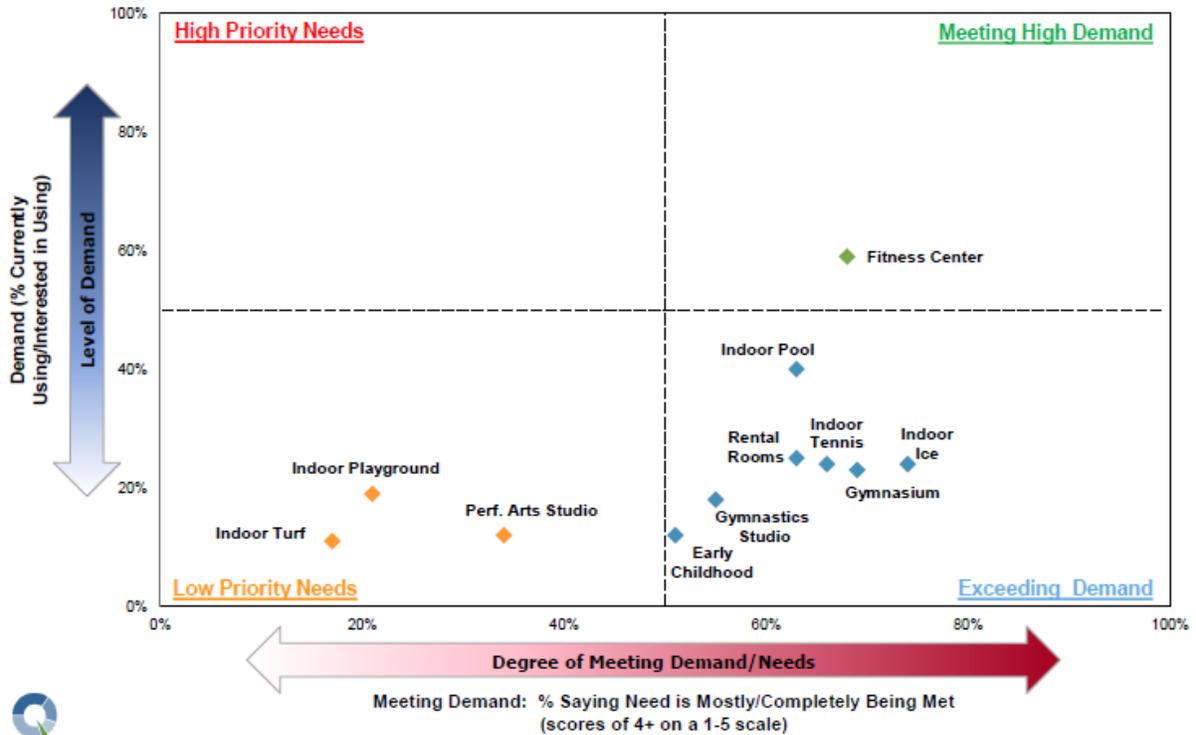
■ % Dissatisfied (0-4) ■ % Neutral (5) ■ % Slightly Satisfied (6-7) ■ % Very Satisfied (8) ■ % Completely Satisfied (9-10)

Among the indoor facilities tested, residents are most likely to express an interest or need for a fitness center and/or indoor pool.

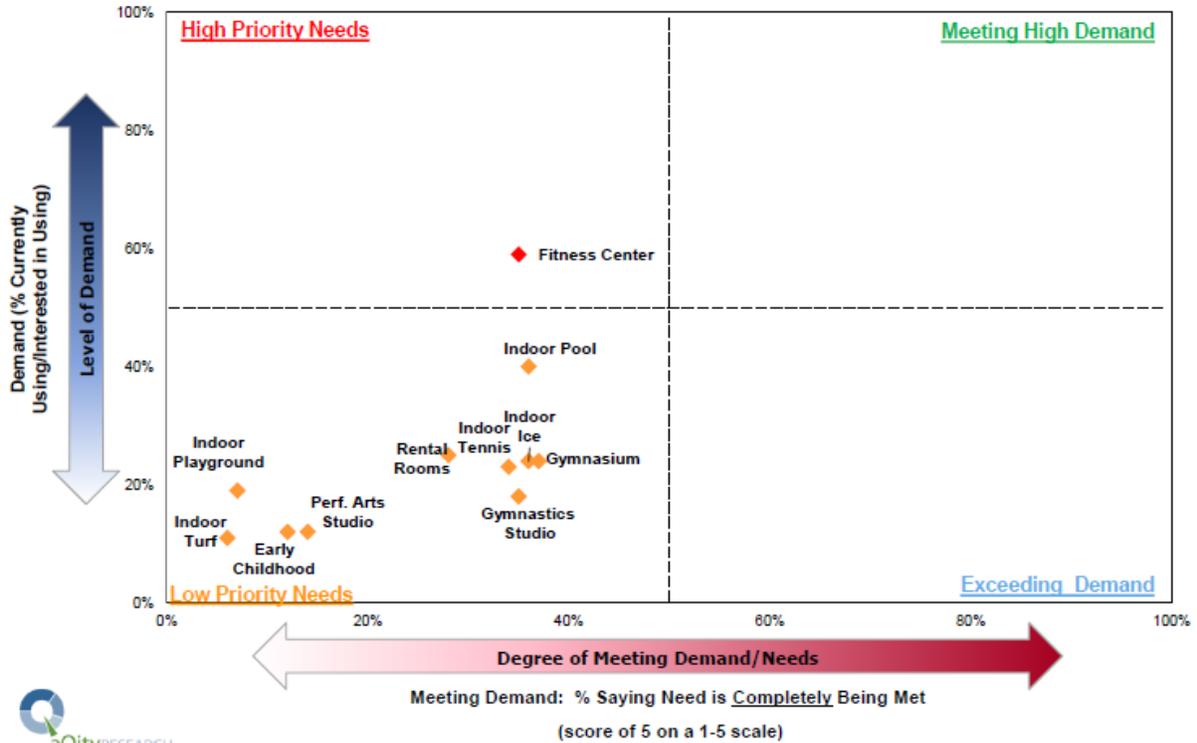
Indoor Recreational Facilities of Interest/Need Among Residents (% "Yes")  
(n=851)



Quadrant analysis shows that none of the indoor facilities tested register strongly as an unmet need in the community.

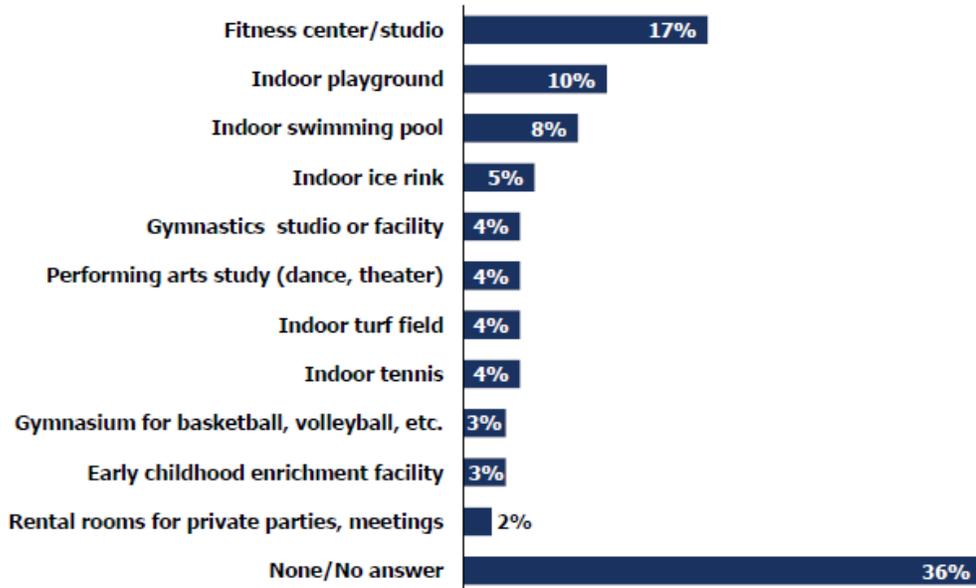


Further analysis shows that none of these indoor facilities are currently available at a level that completely meets existing demand.



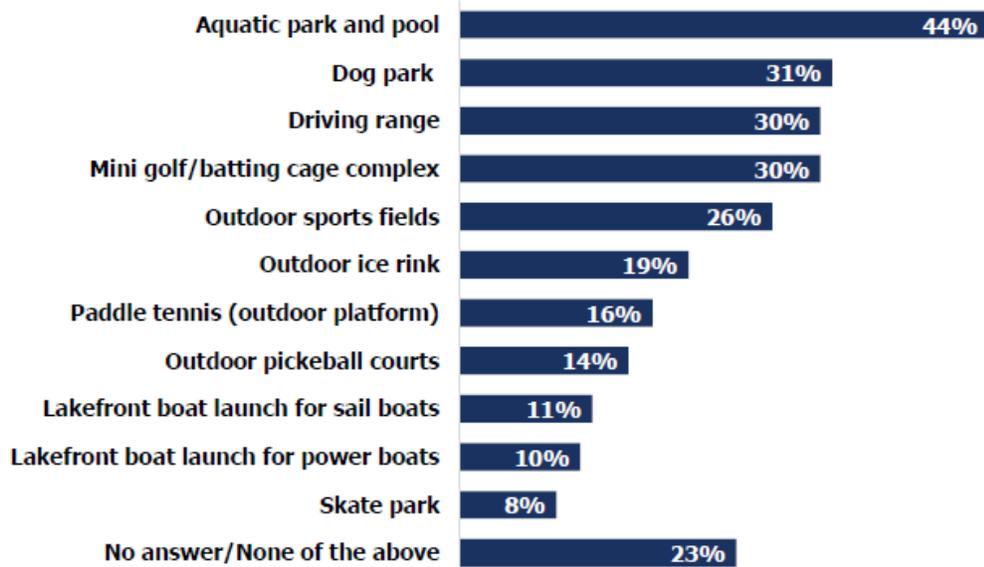
In terms of identifying the single most important priority for indoor facilities, the most frequent response is “none”.

**Top Priority: Most Important Indoor Facility/Amenity For PDHP To Provide/Add/Improve (n=851)**

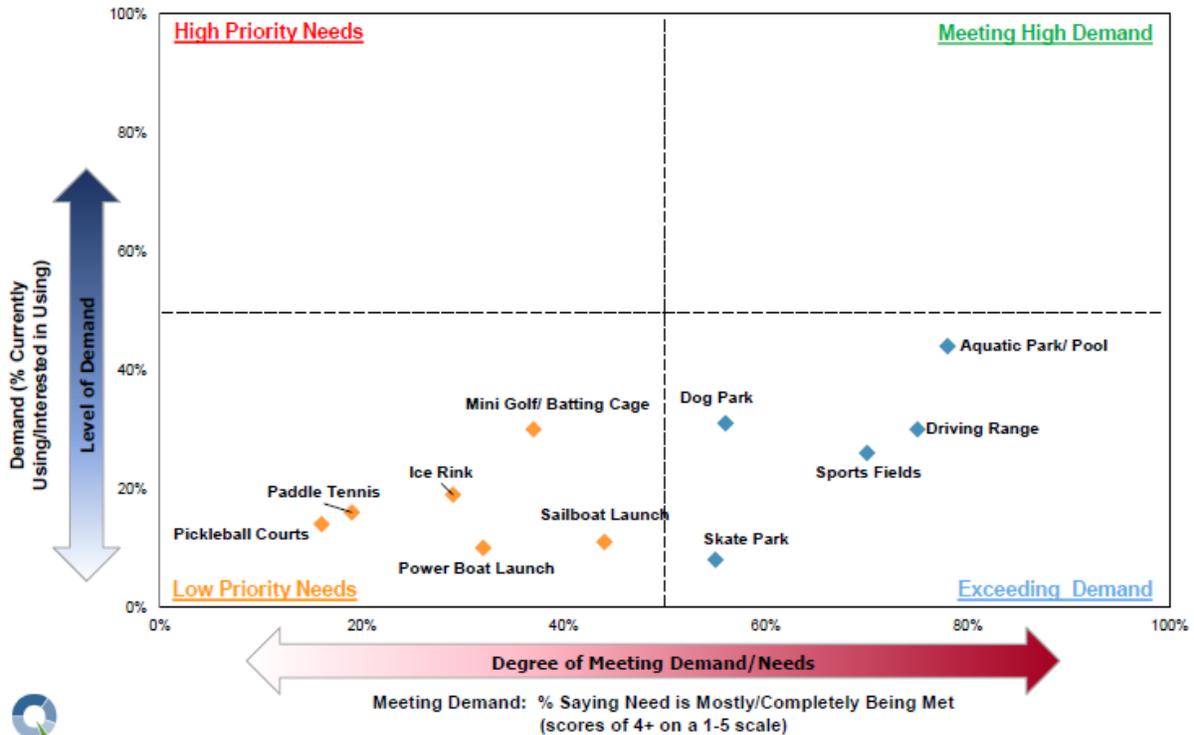


**A few of the outdoor recreational facilities tested generate relatively high levels of demand (though less than a majority).**

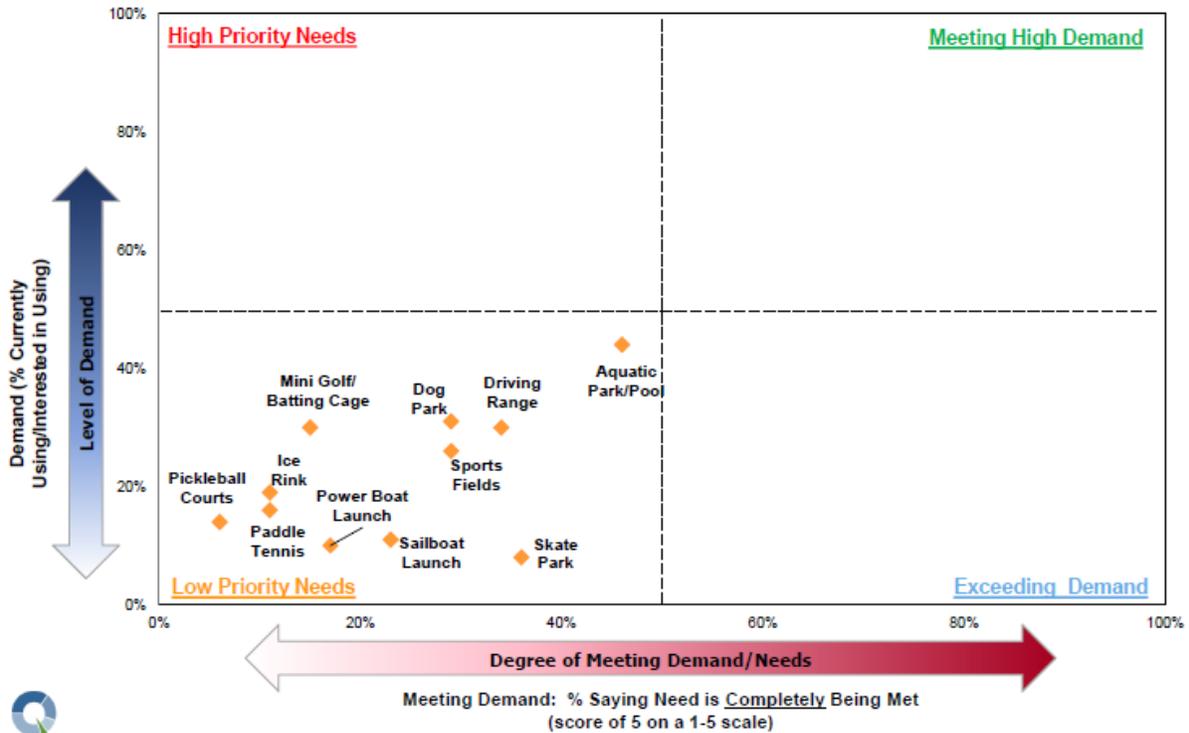
Outdoor Recreational Facilities of Interest/Need Among Residents (% "Yes")  
(n=851)



Similar to the indoor facilities tested, none of the outdoor facilities are seen as high priority needs or "gaps".

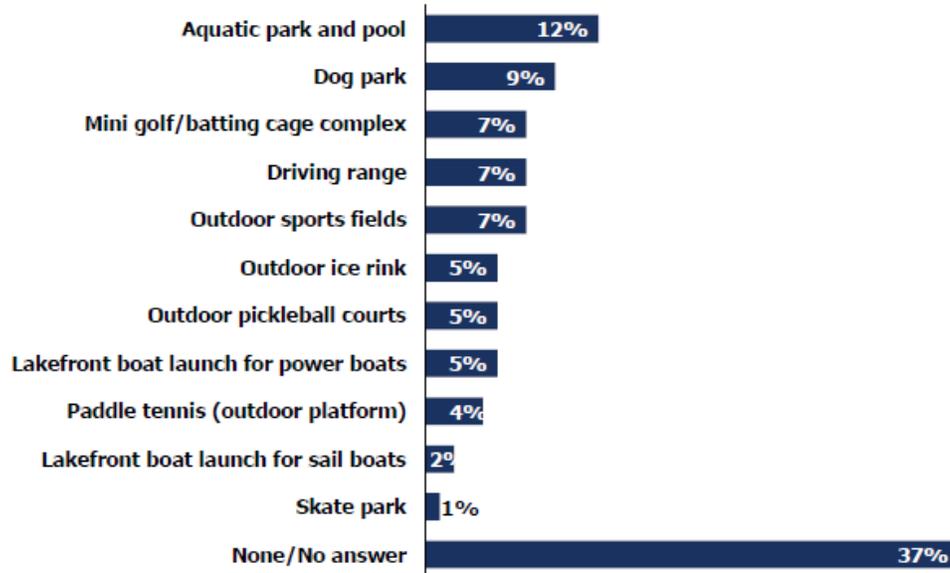


None of the outdoor facility needs are seen as being "completely" available to the point that supply exceeds demand.



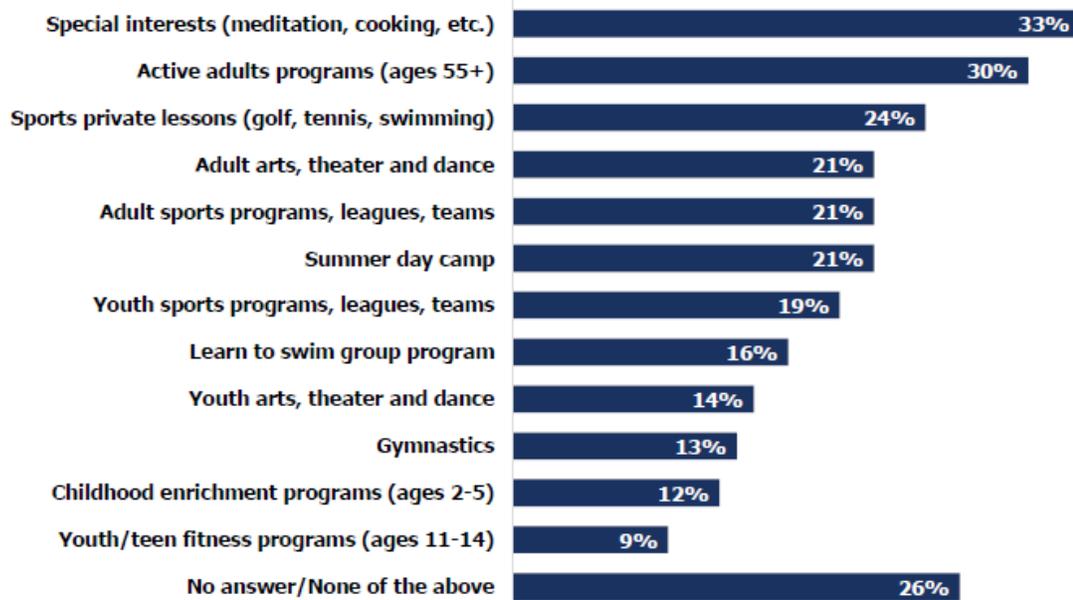
Consistent with the indoor facilities tested, none of the outdoor amenities register as very strong priorities for the PDHP.

**Top Priority: Most Important Outdoor Facility/Amenity For PDHP To Provide/Add/Improve (n=851)**

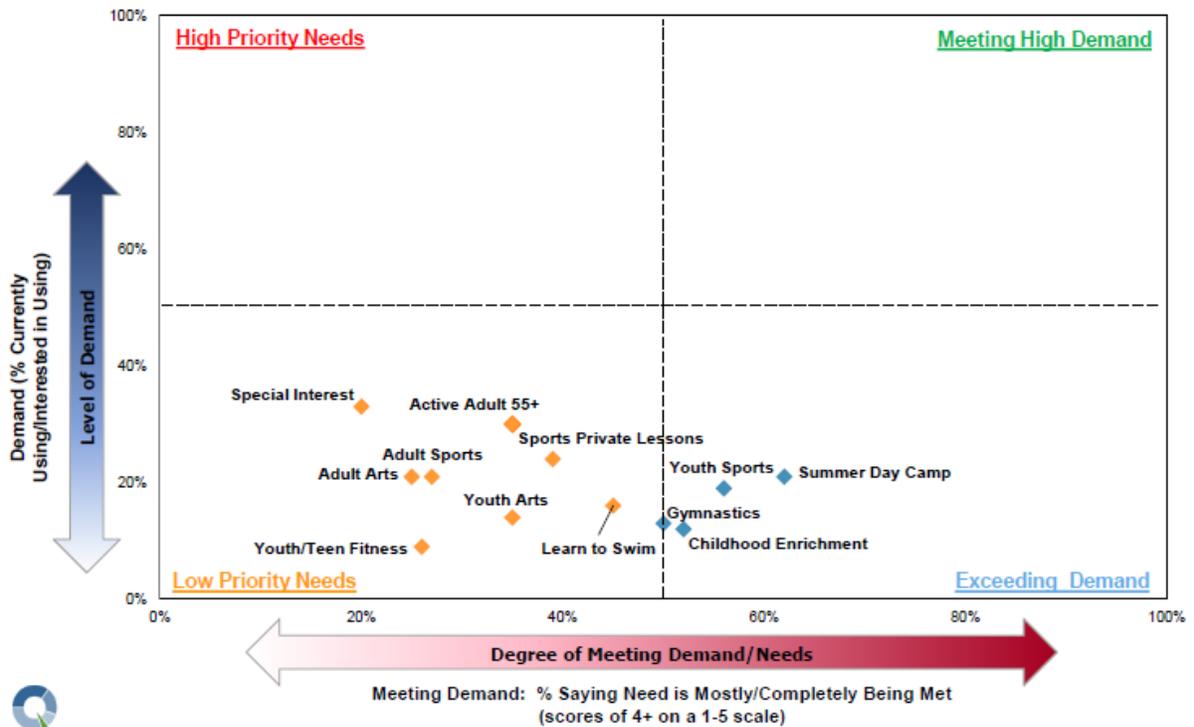


Residents express generally consistent levels of interest in recreational programs.

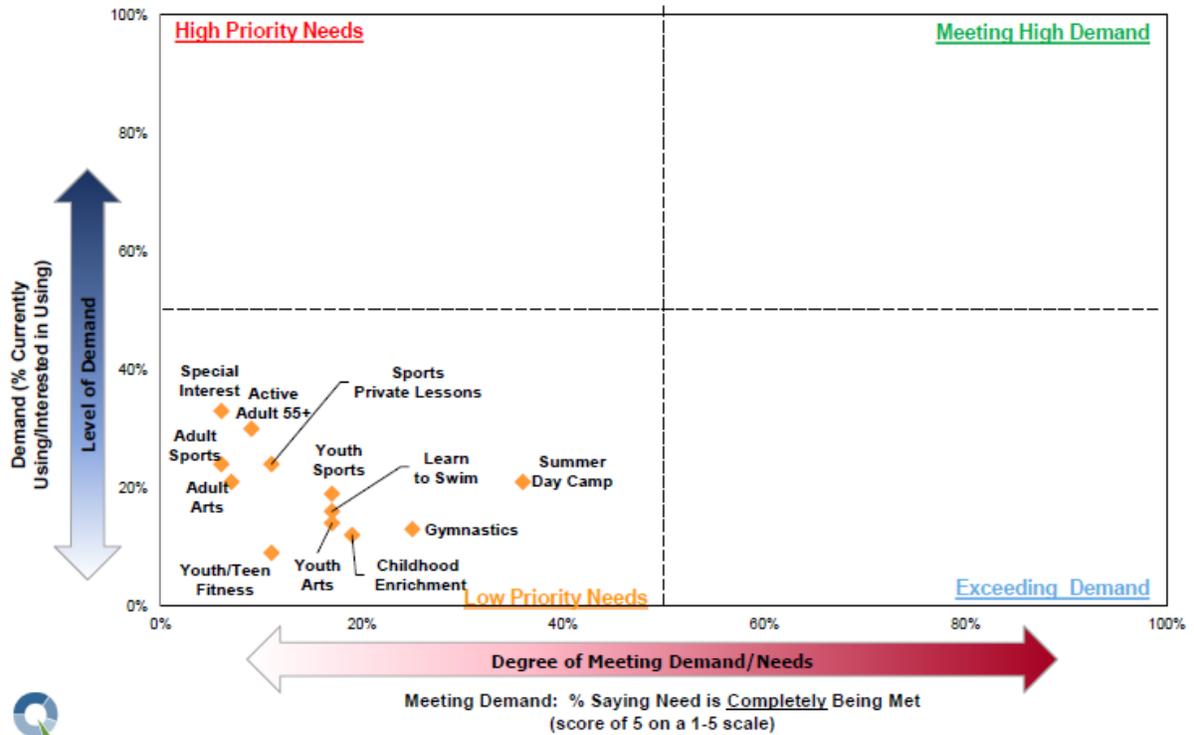
Recreational Programs of Interest/Need Among Residents (% "Yes")  
(n=851)



Much of the programming tested represents opportunities (albeit lower priorities) for the PDHP. Nothing registers as a significant "gap".

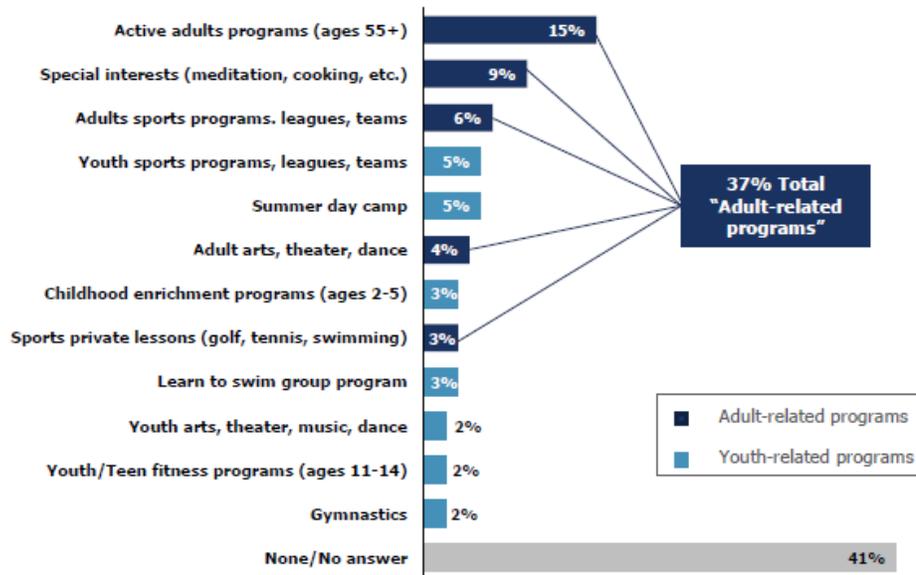


None of the programming opportunities tested are seen as being completely met currently (though summer day camp comes close).



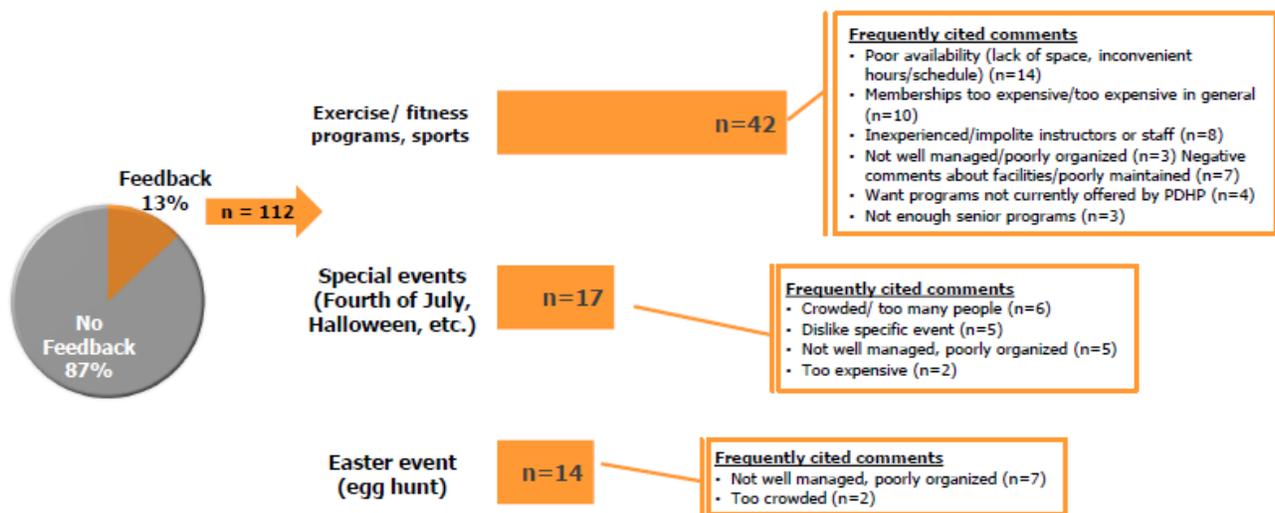
Roughly two in five residents recommend that some form of adult-related programming to be a top priority for the Park District.

**Top Priority: Most Important Recreational Program For Park District To Provide/Add/Improve (n=851)**



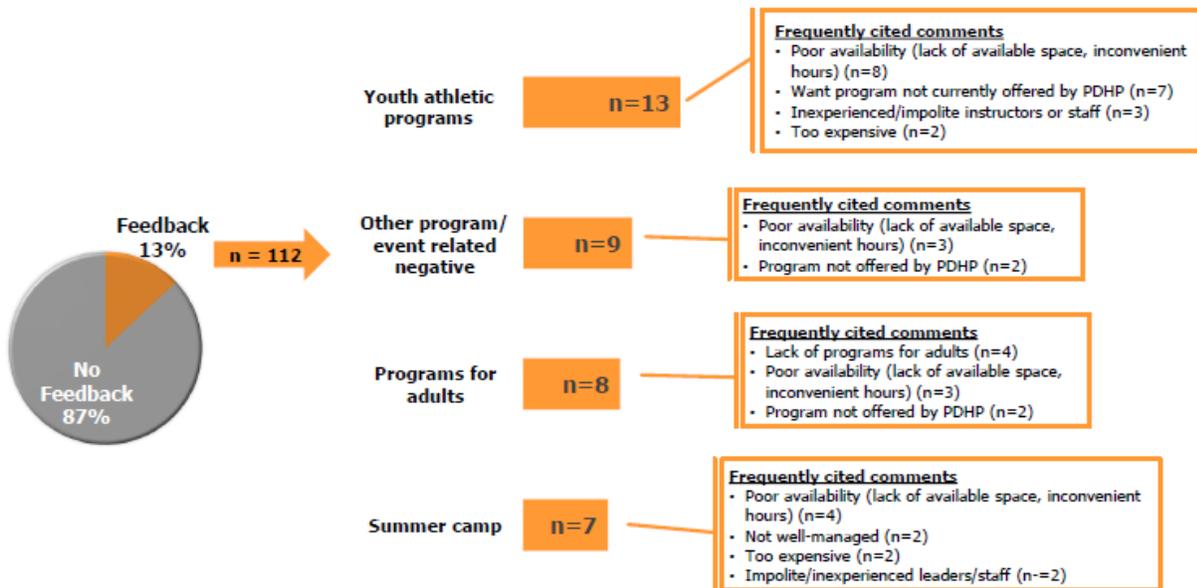
Those who express dissatisfaction with existing PDHP programs and activities offer a range of suggested improvements, mostly for fitness programs.

Reasons for Dissatisfaction with Programs or Events (frequently cited comments, unweighted n of cases)



Relatively few offer suggestions or issues with the remaining programs and events reported below.

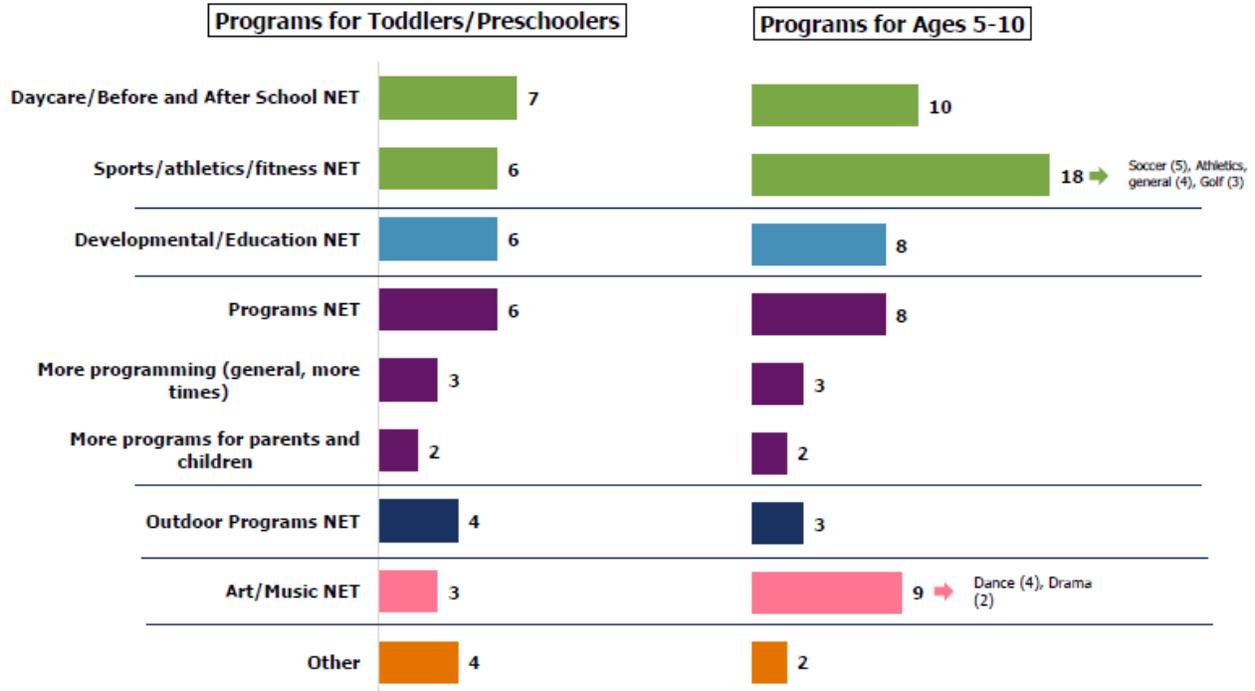
Reasons for Dissatisfaction with Programs or Events cont'd (frequently cited comments, unweighted n of cases)





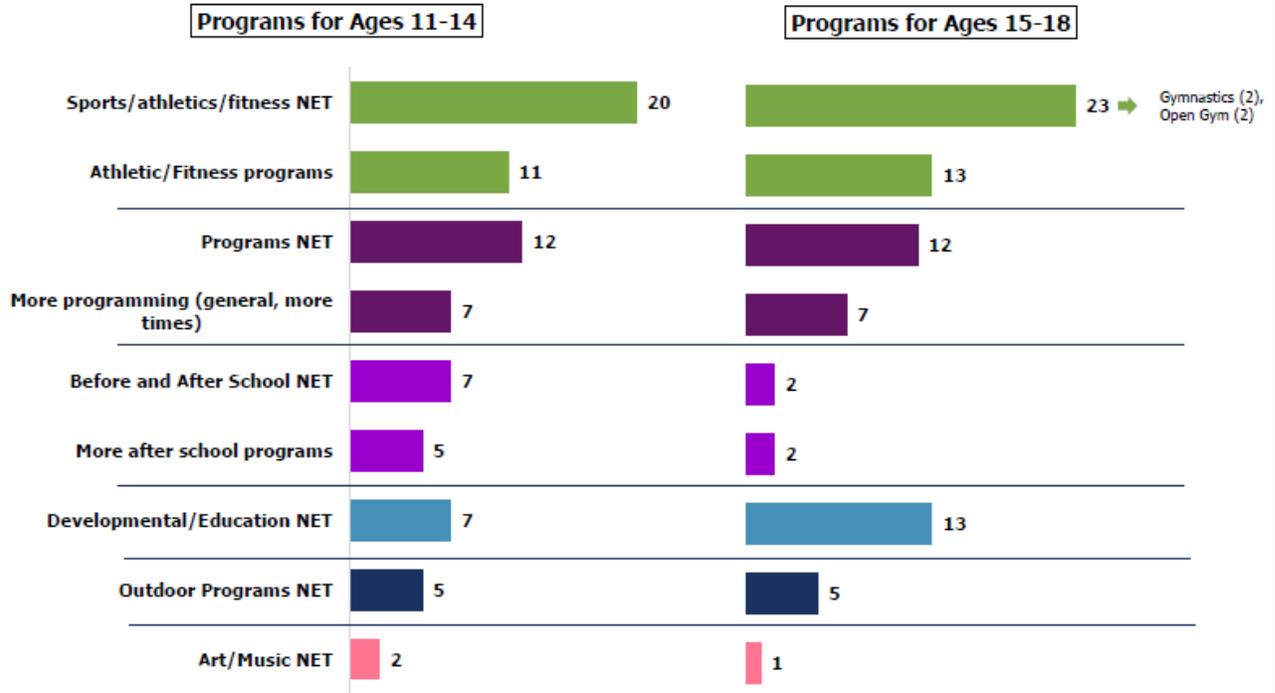
## PDHP Program Suggestions by Age Group

In an open-ended format, residents interested in programming for pre-K children offer a wide range of suggestions. Those with older children (under age 10) tend to seek more sports and arts programming.



Q24 Below, please describe any other specific program(s) or event(s) that you would like the PDHP to offer for each of the following groups. (most frequent open-ended responses)

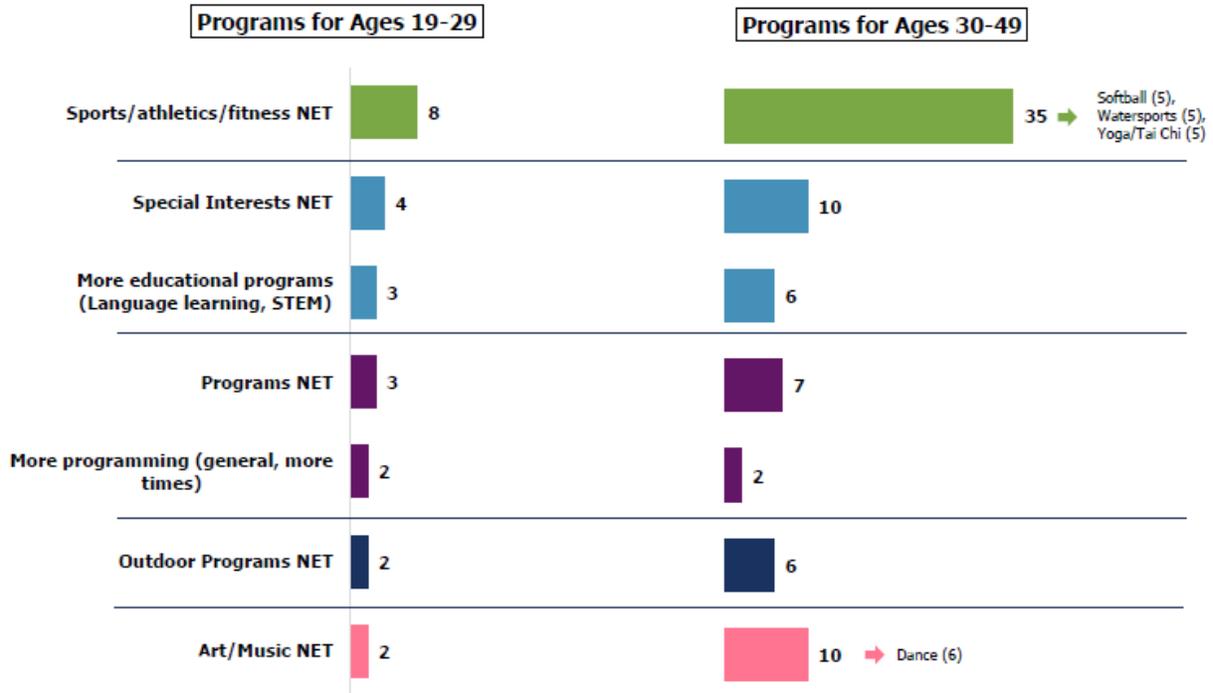
**Sports and fitness programs are the top suggestion for younger and older teens. Educational activities also tend to emerge more for the high school ages (with the arts less of an emphasis).**





## PDHP Program Suggestions by Age Group

Adult programming suggestions focused more on 30-49 year olds (as opposed to younger adults), with a clear focus on sports, fitness and athletics. Arts and special interest/educational programs ranked second.

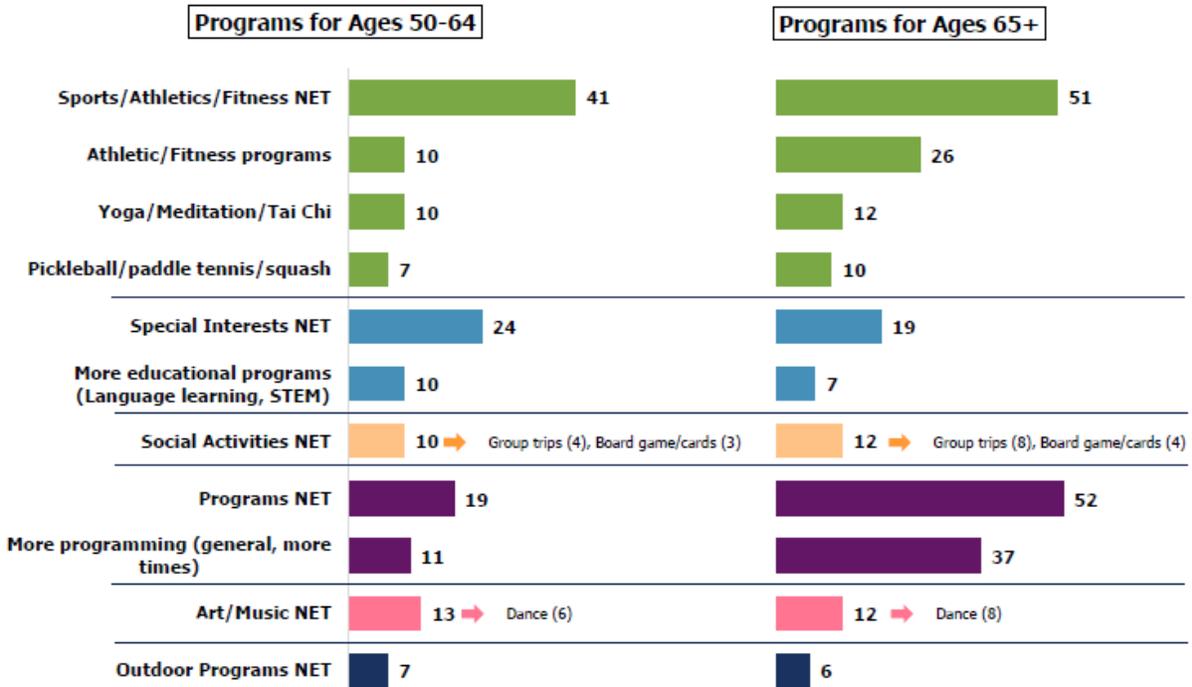


Q24 Below, please describe any other specific program(s) or event(s) that you would like the PDHP to offer for each of the following groups. (most frequent open-ended responses)



## PDHP Program Suggestions by Age Group

For older/active adults (who tend to represent a programming “gap”), a variety of sports and athletic programs are sought. Several simply said they want to see more programming in general (especially those ages 65+).

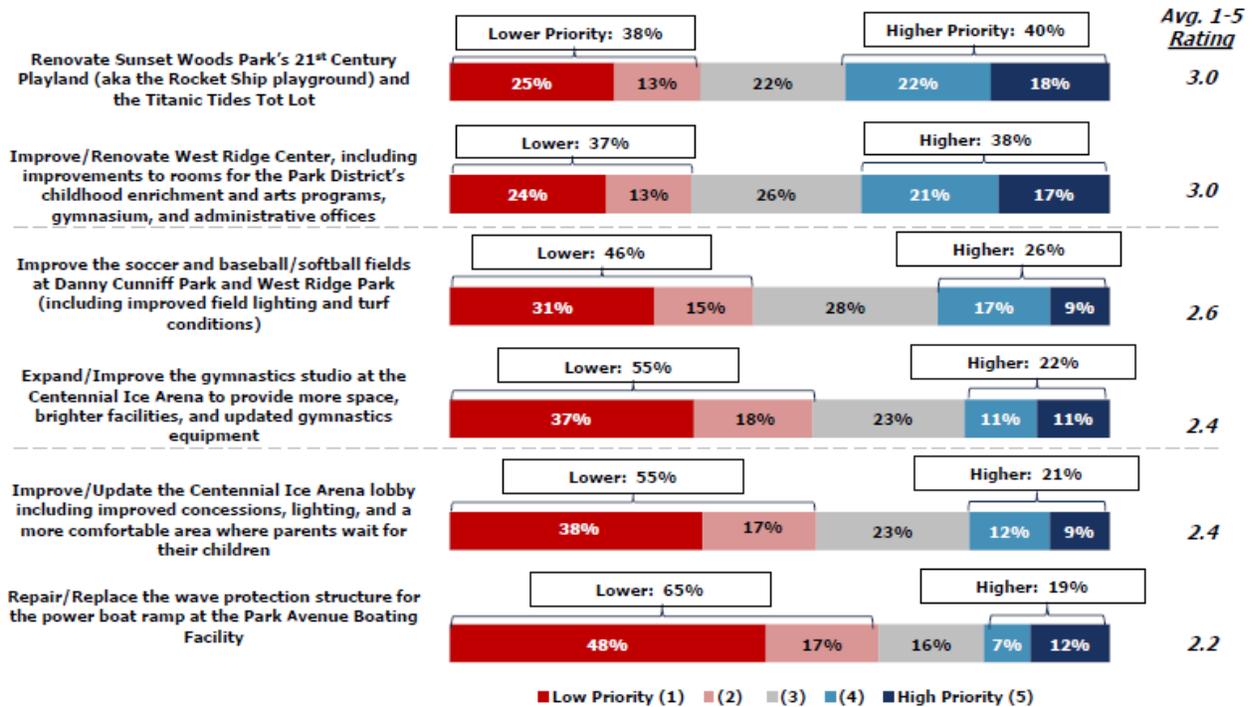


Q24 Below, please describe any other specific program(s) or event(s) that you would like the PDHP to offer for each of the following groups. (most frequent open-ended responses)



**PDHP Priorities: Capital Improvements**

**From a list of potential facility improvements, renovations to Sunset Woods Park and West Ridge Center are top priorities (but are still evenly divided among residents).**

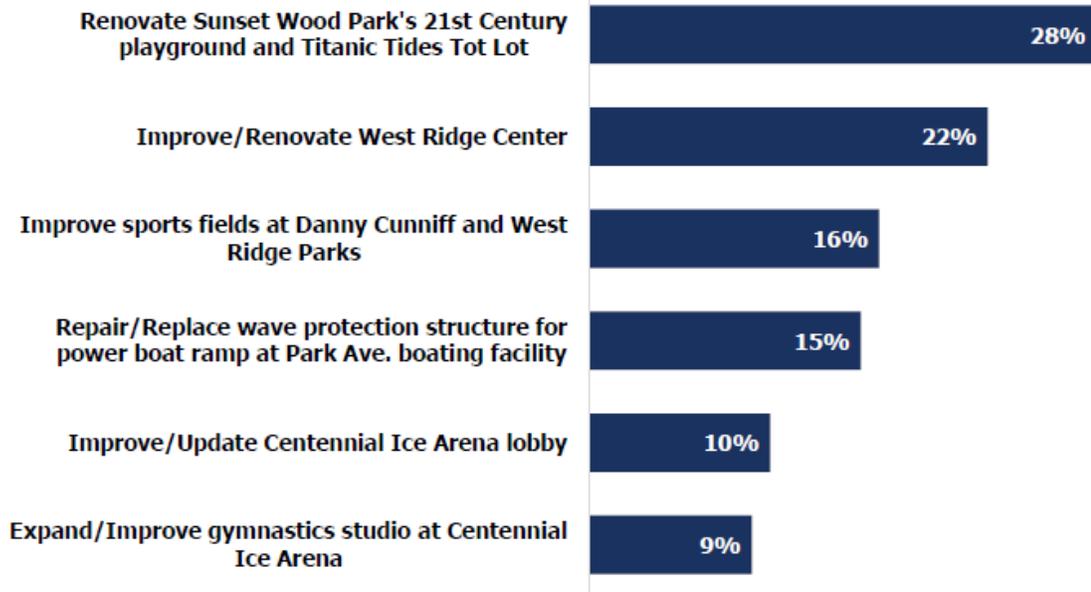


*Q28. As you may know, there are various facility and space needs that the PDHP needs to address. Knowing that addressing any item could mean delays in other improvements and/or higher fees or property taxes, please indicate what priority should be placed on each facility or improvement shown below. (ORDER WAS VARIED)*



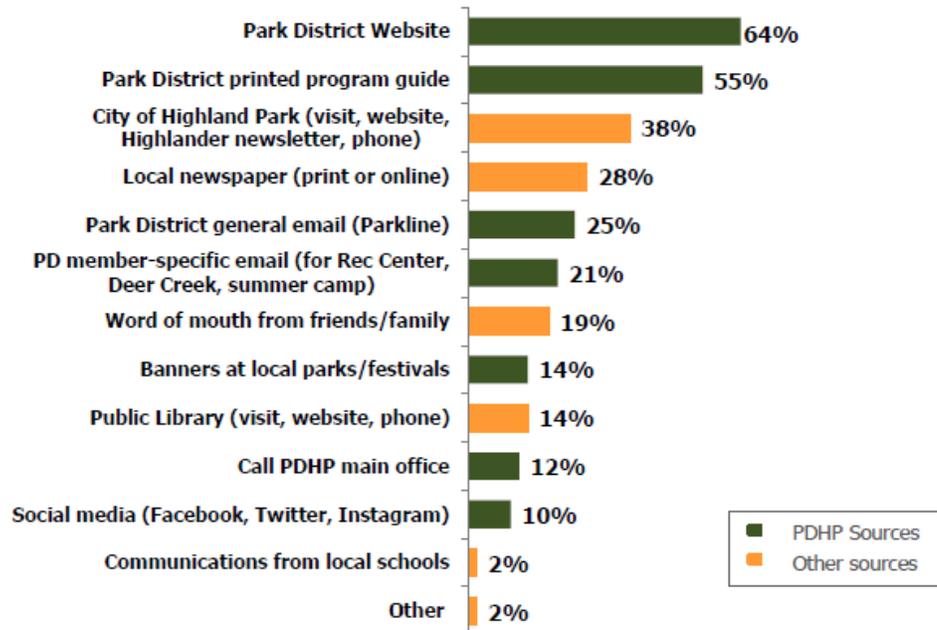
Improvements and upgrades to both the playground at Sunset Woods and the West Ridge Center register as the top priorities for the PDHP.

PDHP Capital Improvements: Single Top Priority  
(n=557)

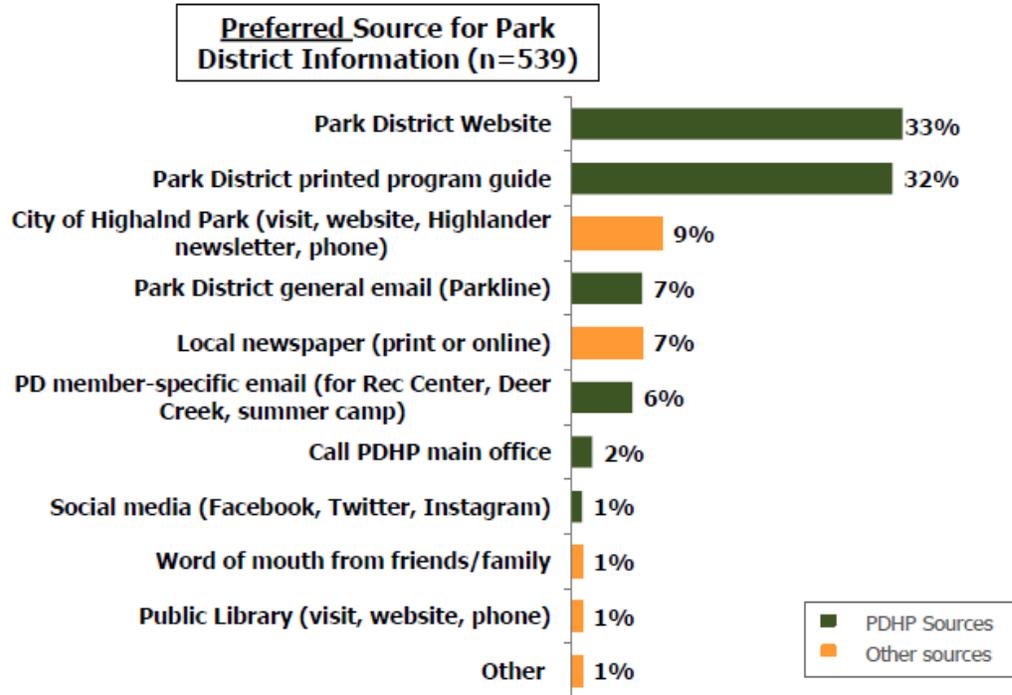


**Most Highland Park residents look to the PDHP website and program guide for information about facilities, programs, and events.**

**Most Used Current Sources for Park District Information (n=779)**

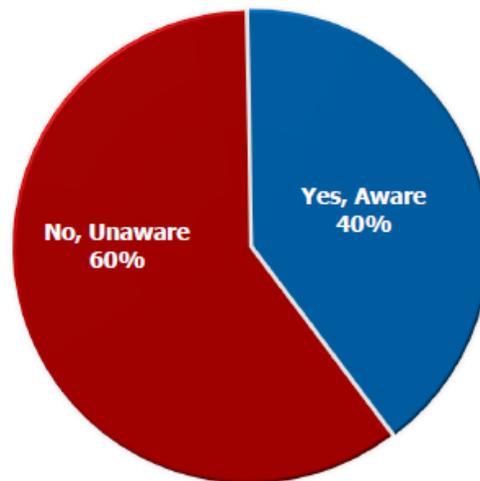


The most preferred sources of PDHP information are clearly the District's website and printed guide (each cited by one in three residents)



**Two in five residents report being aware of the PDHP's grants-in-aid program for families in need.**

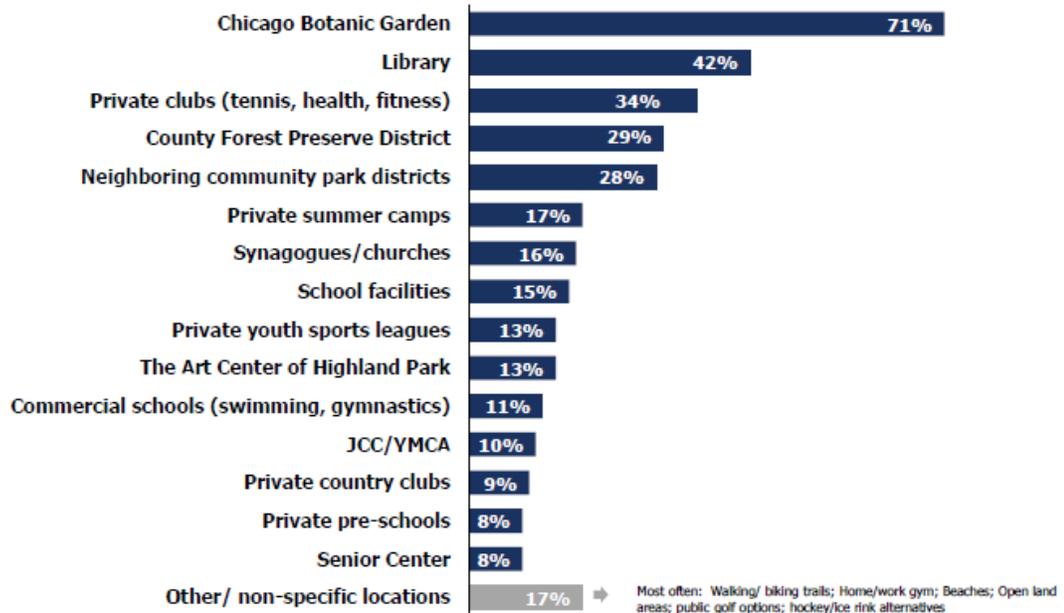
Awareness of PDHP's SMILE Grants-in-Aid Program





Nearly three in four Highland Park residents report visiting the Chicago Botanic Garden for recreation or fitness. The Public Library ranks a distant second.

Other Non-PDHP Parks/Facilities Used For Recreation/Fitness (n=781)

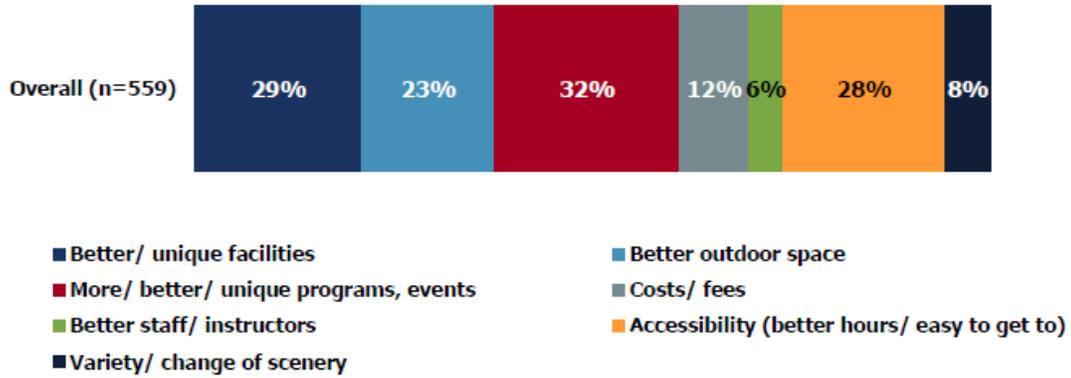


Q32. Other than current Park District of Highland Park facilities and parks, where else does your household go for recreation or fitness?



**Residents using other facilities or agencies for fitness and recreation cite a wide range of reasons.**

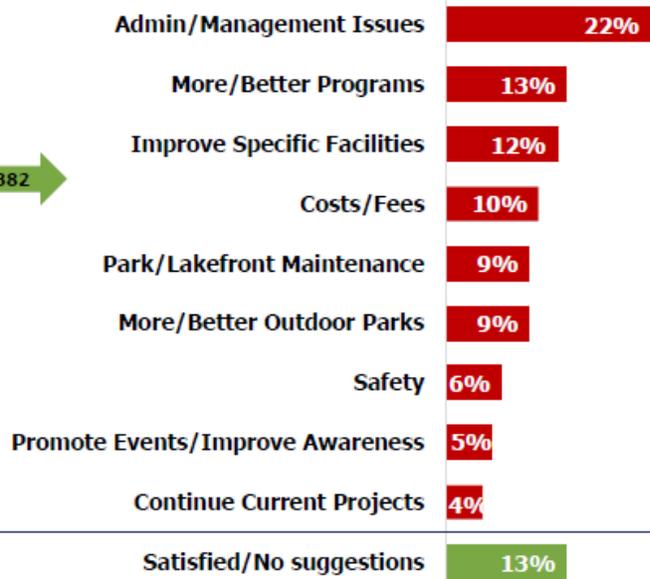
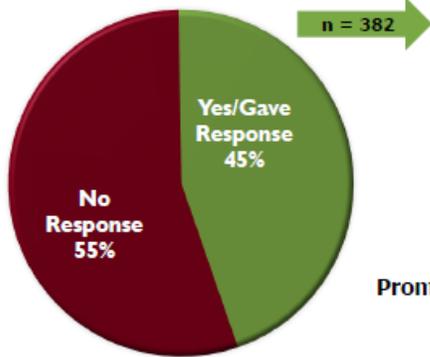
Reasons For Using Non-PDHP Parks/Facilities (top multiple open-ended responses)



At the conclusion of the survey, just under half of the respondents offered final comments and feedback.

**Most Frequent Comments/Suggestions  
(multiple open-ended responses)**

Have Additional  
Comments/Feedback?



## Residents are Very Satisfied with the District and its Parks/Facilities.

- The PDHP is held in very strong regard overall, given its strong esteem rating (85% satisfied vs. 8% dissatisfied) and perceived “good” value overall (68% good/great value overall, vs. 13% poor value).
  
- Residents are especially satisfied with the overall upkeep, safety, accessibility, and service provided at its parks and facilities. These scores are even more positive than the overall opinions for the PDHP.
  - Residents generally feel that aside for needing basic ongoing maintenance, the outdoor parks are in relatively good shape.
  
- PDHP staff receive strong satisfaction scores overall, and any staff- or service-related issues have more to do with specific District policies or rules.
  - One in four of the relatively few who expressed dissatisfaction attribute these lower scores to staff service exclusively, and about as many feel it is a combination of PHDP policies and the staff’s response.
  - When educating users and conveying rules and protocols, ensure greater consistency and training on how staff deliver helpful, polite service.

**Some capital improvements are deemed priorities among residents overall, but many appeal primarily to just current users.**

- A couple of capital improvements register as priorities to about 40% of residents communitywide, namely:
  - Playground improvements at Sunset Woods Park, and
  - Renovation of West Ridge Center.

Still, even these two projects have somewhat divided support. Again, many residents generally feel that parks and facilities are in good shape.
  
- Other improvements (either tested specifically or volunteered via open-ended feedback) register as lower priorities community-wide. Interest in these other upgrades is mostly limited to current users of each facility, the most popular of which are:
  - The Recreation Center (improved general maintenance, easier access, better bathrooms);
  - Rosewood Beach and Park (improved access, more maintenance/cleaner);
  - Centennial Ice Arena (maintenance, more/nicer bathrooms, easier access/parking);
  - Park Avenue Boating Facility (repair the protective wall, easier access).

## Other Opportunities Include More Adult Programming, and Improving (or “Updating”) the District’s Brand

- In addition to addressing capital improvements that the District deems as highest priorities, other improvement opportunities include:

- **Continue to demonstrate and convey responsible and good stewardship** of residents’ tax dollars.

Residents are quick to recognize the great parks, facilities, and events that the District provides, but give less positive scores for the agency overall and the value it represents.

Some of this “drag” on the PDHP’s image or brand comes from long-held opinions of waste and mismanagement, including decisions and events from around ten years ago. Roughly 5% to 8% consistently cite this concern, and is one of the top drivers for lower ratings.

These sentiments are sometimes coupled with general concerns about property taxes, and those who oppose any tax increase and expect agencies to do more with the same (or less).

- **Identify new programming ideas and options for adults** (especially active adults and/or empty nesters) who often feel that the PDHP is no longer relevant to them. This programming represents the only real “gap” in terms of what the PDHP currently offers in programming and indoor/outdoor facilities.

Developing and consistently promoting/communicating new adult programming represents the biggest opportunity for the PDHP.

ATTACHMENT 5

Grant of Conservation Right and Easement and Three Amendments

Page 1 of 25

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THIS DOCUMENT  
PREPARED BY AND  
AFTER RECORDING  
RETURN TO:

Steven M. Elrod  
Holland & Knight LLP  
55 West Monroe Street  
Suite 800  
Chicago, IL 60603

5080789

FILED FOR RECORD BY:  
MARY ELLEN VANDERVENTER  
LAKE COUNTY, IL RECORDER  
12/23/2002 - 10:51:19 A.M.  
RECEIPT #: 54675  
DRAWER #: 19

Above Space For Recorder's Use Only

GRANT OF CONSERVATION RIGHT AND EASEMENT

(HIGHLAND PARK COUNTRY CLUB GOLF COURSE PARCEL)

THIS GRANT OF CONSERVATION RIGHT AND EASEMENT is made and entered into as of the 18<sup>th</sup> day of June, 2002, by the CITY OF HIGHLAND PARK ("Grantor"), an Illinois home rule municipal corporation organized and existing under the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, having an address at 1707 St. John's Avenue, Highland Park, Illinois 60035, in favor of LAKE COUNTY FOREST PRESERVE DISTRICT ("Grantee"), a body politic and corporate organized and existing under the Illinois Downstate Forest Preserve Act, 70 ILCS 805/0.001 *et seq.*, having an address at 2000 North Milwaukee Avenue, Libertyville, Illinois 60048.

IN CONSIDERATION of the recitals, mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of the real property ("Property") consisting of approximately 105 acres more particularly described in *Exhibit A* attached to this Conservation Easement and commonly known as the golf course of the Highland Park Country Club, and as depicted on the map attached to this Conservation Easement as *Exhibit B*; and

WHEREAS, Grantor has prepared various plans depicting a Green Space Corridor and Greenways Plan comprised of property owned by Grantor and Grantee, as well as the Park District of Highland Park ("*Park District*"), and that includes a linked trail system upon their respective properties; and

We certify that this is a true, correct, and accurate copy of the original instrument.  
CHICAGO TITLE AND TRUST COMPANY  
BY *Rana Paris*

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Doc Number: 5080789 Seq: 1  
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WHEREAS, The Property has significant recreational, scenic and aesthetic value to Grantor, Grantee, and to the general public, and has been developed and used as a public golf course with a variety of water features including wetlands, ponds, woodlands and streams (collectively, "**Conservation Values**"); and

WHEREAS, as contemplated in that certain Intergovernmental Agreement ("**Intergovernmental Agreement**") dated as of April 22, 2002, between Grantor, Grantee, and Park District, Grantor and Grantee desire and intend that the Conservation Values of the Property be preserved and maintained into perpetuity; and

WHEREAS, Grantee is a body politic and corporate organized and existing under the Illinois Downstate Forest Preserve Act, 70 ILCS 805/0.001 *et seq.*, a publicly supported, tax exempt municipal organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code, whose primary purpose is the preservation, protection or enhancement of land in its natural, scenic, and open space condition; and

WHEREAS, the Intergovernmental Agreement contemplates and requires that Grantor will grant and convey this Conservation Easement to Grantee; and

WHEREAS, to ensure the protection into perpetuity of the Property's Conservation Values, and pursuant to the requirements of the Real Property Conservation Rights Act, 765 ILCS 120, as well as the Intergovernmental Agreement, Grantor intends to convey to Grantee the right to preserve and protect the Conservation Values of the Property.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Conservation Easement, Grantor freely grants and conveys unto Grantee, its respective successors and assigns forever, a perpetual easement over the Property according to the terms set forth in this Conservation Easement, and agrees to subject the Property perpetually to the covenants and restrictions as set forth below.

**1. PURPOSE.**

It is the purpose of this Conservation Easement to assure that the Property will be retained forever predominantly in its scenic and open space condition, operated as a public golf course and that any plant and animal communities located on the Property which are indigenous to northeastern Illinois will be preserved to the extent feasible.

**2. RIGHTS OF GRANTEE.**

To accomplish the purpose of this Conservation Easement the following rights are conveyed to Grantee by this Conservation Easement:

- (a) To preserve and protect native flora, fauna, cultural resources, including any prehistoric or historic archeological sites or standing structures, soils, watersheds and drainage patterns of the Property;
- (b) To view the Property in its scenic and open condition at ground level from adjacent publicly-accessible land;

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- (c) To enter upon the Property at reasonable times to monitor Grantor's compliance with and otherwise enforce the terms of this Conservation Easement;
- (d) To enter upon the Property at reasonable times and in the event of failure by Grantor, for management and maintenance
- (e) To require restoration of the areas or features of the Property that are damaged by activity in violation of this Declaration;
- (f) To preserve the public recreational aspects of the Property as a public golf course;
- (g) To place signs on the Property that identify the land as being protected by this Conservation Easement. The number and location of any signs are subject to Grantor's prior reasonable approval, in accordance with the laws and procedures established from time-to-time by Grantor;
- (h) To engage in activities that maintain or restore the biological and ecological integrity of the Property, as well as ensure the preservation of the Conservation Values. Possible activities include planting native vegetation and removing undesirable, invasive, or non-native vegetation; creating ponds and impoundments, with the prior written approval of Grantor; developing appropriate plans to protect and enhance plant and wildlife habitat on the Property, as well as any endangered plant or animal species; and implementing such plans with the permission of Grantor, which permission shall not be unreasonably withheld. The costs and expenses of such activities and plans, if any, shall be borne solely by Grantee. All such activities and plans of Grantee shall comply in all respects with the covenants and restrictions contained herein; and
- (i) To enforce the terms of this Conservation Easement by appropriate legal proceedings so as to prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement, and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

The foregoing rights and easements shall be exercised, if at all, in the sole and absolute discretion of Grantee and no duty shall be implied with respect to any of the foregoing, nor shall Grantee be required in any way to exercise in any way any of the foregoing rights so granted to it

**3. PROHIBITED USES.**

Except as otherwise provided herein and subject to the Reserved Rights set forth in Section 4 below, any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses of the Property are expressly prohibited:

- (a) The placement or construction of any buildings, whatsoever, or other

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improvements of any kind;

- (b) The construction or placement of roads, access driveways or parking areas;
- (c) Cutting or removing live trees, except as and when necessary to protect the natural, scenic, open space, and ecological values of the Property or to control or prevent imminent hazard, disease or fire or where necessary to remove any limbs or trees which are an impediment to golf course operations so long as Grantor uses all reasonable efforts to minimize the damage to such trees in taking any such action;
- (d) Subdivision of the Property in any manner, whether legal or de facto, or the sale, exchange, conversion in use, encumbrance of title, or use of the Property for increasing the density of development of any real estate not covered by this Conservation Easement;
- (e) Dumping, placement or storage of ashes, trash, waste, garbage, vehicle bodies or parts or other unsightly or offensive material (Grantor agrees to promptly remove any such material placed on the property by any party); and
- (f) Operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other type of motorized vehicles except for (i) emergency vehicles, (ii) vehicles used in connection with maintenance and repair of the golf course, and (iii) golf carts.

**4. DEVELOPMENT RIGHTS.**

Except as otherwise provided herein and subject to the Reserved Rights set forth in Section 4 below, to the extent that Grantor owns or is entitled to development rights that may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance the Property may be developed to a use more intensive (in terms of height, bulk, or other objective criteria regulated by such ordinances) than the Property is devoted as of the date hereof, such development rights shall not be exercisable on, above, or below the Property, nor shall they be transferred to any adjacent parcel and exercised in a manner that would interfere with the preservation and conservation purposes of this Conservation Easement. Notwithstanding anything in this Section 4 to the contrary, upon discontinuation for any reason of the Property as a golf course, and where no substitute recreational use pursuant to Subsection 5(a)(9) of this Conservation Easement is in effect, the Property shall (i) be used solely for passive open space purposes, or (ii) shall be allowed to revert to a natural setting, provided however that all other restrictions set forth in this Conservation Easement shall remain in full force and effect.

**5. RESERVED RIGHTS.**

(a) Notwithstanding any provision to the contrary contained in this Conservation Easement, Grantor reserves for itself, its successors and assigns, licensees, invitees, contractors, and sub-contractors the following rights ("*Reserved Rights*");

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1. The right of general access and enjoyment of the Property by the public in a manner which will not conflict with the Covenants and Restrictions set forth in Section 3;
2. The right to install and maintain, in any lawful manner and subject to all governmental regulations, any lawful erosion control devices so as to protect the Property, its perimeters, and the surrounding properties;
3. The right after prior notice to, and approval by Grantee, which approval shall not be unreasonably withheld, to construct and maintain the following improvements on the Property:
  - (i) accessory structures and buildings that (a) exist on the Property as of the date of this Conservation Easement, and (b) may not exist on the Property as of the date of this Conservation Easement, but that are customarily related to, and are necessary for, the ongoing operation of the golf course on the Property, including without limitation shelters, directional signs, yardage markers, sprinkler systems, golf cart storage sheds, and restrooms; and
  - (ii) golf pathways and internal maintenance roads that (a) exist on the Property as of the date of this Conservation Easement, and (b) may not exist on the Property as of the date of this Conservation Easement, but that are customarily related to, and are necessary for, the ongoing operation of the golf course on the Property.

Provided, however, that prior to any construction or alteration or excavation by Grantor or its agents or contractors upon the Property that would be located upon or affect any of the soil or other surfaces of the Property, Grantor shall demonstrate to the reasonable satisfaction of Grantee (including, without limitation, providing to Grantee such environmental reports, soil samples and other evidence that may be reasonably required by Grantee at the time in light of the proposed activities of Grantor) that such activities will not cause any adverse environmental condition at the Property or any surrounding properties or exacerbate any then-existing environmental condition at the Property or any surrounding properties;

4. The right to remove live trees as necessary to protect the Conservation Values of the Property, or where necessary to remove any limbs or trees which are an impediment to the use of the Property as a golf course operations, so long as Grantor uses all reasonable efforts to minimize the damage to such trees in taking any such actions;
5. The right to maintain the Property, including waste control and cleanup, as well as the continuing maintenance and repair of the pedestrian and bicycle trails, as well as all associated signage, any and all bridges, safety railings, pedestrian and bicyclist rest areas, passive space, or "cook-out" sites, if any, and other facilities;

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6. The right to engage in activities reasonably required to preserve, protect and enhance any and all wildlife habitat, woodlands, or wetlands, as well as the control and removal of, as necessary and appropriate, invasive non-native plant and wildlife species;
7. The right to monitor and protect, in accordance with all federal, state and local laws, regulations and ordinance, any and all endangered wildlife and plant currently existing on, or which may migrate to and establish habitat on, the Property, and as such endangered species may be listed in any federal or state law or regulation from time to time;
8. The right to monitor and patrol public access and use of the Property to insure that such access and use in consistent with this Conservation Easement; and
9. The right, in the event the Park District determines that the public golf course is no longer a desired recreational opportunity by the public or economically feasible to operate, to substitute therefor alternative active recreational uses not involving the construction of any buildings or other structures, with the prior approval of the Grantee, which approval shall not be unreasonably withheld, including without limitation baseball, football, soccer, basketball, tennis, swimming, or lacrosse; provided, however, that any such alternative recreational uses shall in no way affect or impair the Conservation Values.

(b) Without limiting the restrictions and covenants set forth above, Grantor agrees that the exercise of all Reserved Rights by Grantor, its successors and assigns, licensees, invitees, contractors, and sub-contractors shall be in full accordance with all applicable local, state, and federal laws and regulations, and the purposes of this Conservation Easement.

**6. GRANTEE REMEDIES.**

(a) In the event of a violation of any provision of this Easement, in addition to any remedies now or hereafter provided by law, Grantee may, following, at least 30 day's written notice to Grantor (except in case of an emergency requiring a temporary restraining order or other immediate relief), (i) institute a suit for injunctive relief, specific performance, or damages, (ii) enter upon the Property to correct any such violation, and (iii) hold Grantor and Grantor's successors, heirs and assigns in title responsible for the cost thereof, or (iv) if the priority and continuing validity of the lien of this Conservation Easement is in any way threatened or jeopardized, expend such sums as may be necessary to satisfy any lien prohibited hereunder or to pay and discharge any delinquent taxes or assessments, or to redeem from any tax sale if, after 30 days prior written notice to Grantor, Grantor has failed to pay such sums or to provide such security to Grantee as Grantee may reasonably require, and all funds so paid or expended by Grantee shall, until repaid, constitute a lien on the Property. In the event Grantor is adjudicated to have violated any of Grantor's obligations in this Conservation Easement, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with the enforcement of its rights, including court costs and attorney's fees. The exercise by Grantee of one remedy shall not have the effect of waiving any other remedy and the failure to exercise any

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remedy shall not have the effect of waiving the use of such remedy at any other time. All damages, costs, and expenses awarded to Grantee shall constitute a lien against the Property until repaid by Grantor. Grantee shall have the right, but not the obligation, to record a notice of any lien that Grantee may claim to have against the Property.

(b) Grantor's sole remedy in the event of a failure by Grantee to perform any of its covenants herein contained shall be, if such failure shall continue 30 days after written notice thereof to Grantee, to institute a suit for injunctive relief or specific performance. Grantor waives any claim for damages resulting from such failure, and expressly acknowledges that any such failure by Grantee shall in no way affect the validity of this Conservation Easement or any of the other covenants contained in this Conservation Easement.

**7. GRANTEE DISCRETION.**

Enforcement of the terms of this Conservation Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver thereof.

**8. ACCESS.**

Except as may be otherwise expressly provided in this Conservation Easement, no right of access by the general public to any portion of the Property is conveyed by this Conservation Easement. This Section 8 shall not be deemed or interpreted as prohibiting access to, and use of, the golf course on the Property in accordance with the rules and regulations that are established, from time-to-time, by Grantor or Park District.

**9. INSPECTION.**

Representatives of Grantee may enter onto the Property at reasonable times upon reasonable notice to Grantor for the purpose of determining Grantor's compliance with this Conservation Easement.

**10. INDEMNITY.**

Grantor shall indemnify and hold Grantee harmless for any liability, costs, attorney fees, judgments or expenses to Grantee or any officer, employee, agent or independent contractor of Grantee resulting from actions or claims of any nature by third parties arising from defaults under this Conservation Easement by Grantor, or arising out of the conveyance of, ownership, possession, or exercise of rights under this Conservation Easement (including any such costs and expenses incurred by Grantee in connection with preserving the validity or priority of this Conservation Easement, and further including without limitation any such costs and expenses arising out of the environmental condition of the Property), excepting any such matters arising solely from the negligence of Grantee. In the event that Grantor is obligated to indemnify Grantee, the amount of such indemnity, until satisfied, shall constitute a lien on the Property. Grantee shall indemnify and hold Grantor harmless for any liability, costs,

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attorneys' fees, judgments or expenses to Grantor resulting from any negligence or willful misconduct of Grantee at any time Grantee or its representatives have entered upon the Property and any claims of third parties related thereto.

**11. MECHANICS' LIENS.**

If any mechanics' liens are placed against the Property which threaten or jeopardize the priority or continuing validity of the lien of this Conservation Easement, Grantor shall within 30 days following written notice thereof from Grantee cause them to be released or, in the alternative, shall provide Grantee with title insurance reasonably acceptable to Grantee insuring over said liens. In any such case, Grantee shall have the right to pay any lien if within 30 days following written notice thereof to Grantor by Grantee, Grantor has failed to pay such lien or to deliver to Grantee such security as Grantee may reasonably require, and Grantee shall have a lien on the Property in the amount of any funds paid by Grantee to discharge such mechanic's lien.

**12. COSTS AND LIABILITIES.**

Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including without limitation all costs and liabilities arising out of the environmental condition of the Property.

**13. REAL ESTATE TAXES.**

Grantor shall pay before delinquency all real estate taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively, "Taxes"), including any Taxes imposed upon, or incurred, as a result of this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request, if within 30 days following written notice thereof to Grantor by Grantee, Grantor has failed to pay such Taxes or to deliver to Grantee such security as Grantee may reasonably require, and failure to pay such Taxes shall in any way threaten or jeopardize the priority or continuing validity of the lien of this Conservation Easement. In such instance, Grantee shall have the right to pay such Taxes at any time that such Taxes may be delinquent. In the event Grantee makes such payment, there shall be a lien in Grantee's favor on the Property in the amount thereof until Grantor repays such amount.

**14. EXTINGUISHMENT.**

If circumstances arise in the future which render the purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, financing, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Illinois law at the time, in accordance with Section 14.1 of this Conservation Easement. Grantee shall use all such proceeds in a manner consistent with the conservation purposes of this Conservation Easement, provided, however, that such use shall not be limited to the Property.

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**14.1 PROCEEDS.**

This Conservation Easement constitutes a real property interest immediately vested in Grantee, which, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements permitted under this Easement, if any) by a fraction of which the numerator shall be the value of the Conservation Easement at the time of this grant and the denominator shall be the value of the Property, without deduction for the value of the Conservation Easement, at the time of this grant. For the purposes of this paragraph, the ratio of the value of the Conservation Easement to the value of the Property unencumbered by the Conservation Easement shall remain constant, and the value of the Conservation Easement shall be equal to the difference in value between the Property, without diminution attributable to this Conservation Easement, and the value of the Property as encumbered by this Conservation Easement.

**14.2 CONDEMNATION.**

If the Conservation Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee agrees to participate in such proceedings and shall be entitled to compensation in accordance with applicable law and Section 14.1 of this Conservation Easement.

**15. ASSIGNMENT.**

This Conservation Easement is transferable, but Grantee may assign its rights and obligations under this Conservation Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended, or any successor provision then applicable, and the applicable regulations promulgated thereunder (collectively, "*Statute*"), and authorized to acquire and hold conservation rights under the Statute. As a condition of such transfer, Grantee shall require the transferee to agree that the conservation purposes that this Conservation Easement is intended to advance continue to be carried out.

**16. SUBSEQUENT TRANSFERS.**

Grantor agree to incorporate this Conservation Easement by reference in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agree to give written notice to Grantee of the transfer of any interest at least 20 days prior to the date of such transfer. The failure of Grantor to perform any act required by this Section 16 shall not impair the validity of this Conservation Easement or limit its enforceability in any way or result in any liability on the part of Grantor.

**17. ESTOPPEL CERTIFICATES.**

Upon request by Grantee, Grantor shall within 20 days execute and deliver to Grantee any document, including an estoppel certificate, which certifies Grantor's compliance (or non-compliance, if applicable) with any obligation of Grantor contained in this Conservation Easement and otherwise evidences the status of this Conservation Easement.

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**18. NOTICES.**

Unless otherwise expressly provided herein, any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by certified or registered mail, return receipt requested postage prepaid addressed as follows:

- To Grantor: City of Highland Park  
1707 St. John's Avenue  
Highland Park, IL 60035  
Attention: City Manager
- with a copy to: Steven M. Elrod, Esq.  
Holland & Knight LLP  
55 East Monroe, Suite 800  
Chicago, IL 60603
- To Grantee: Lake County Forest Preserve District  
200 North Milwaukee Avenue  
Libertyville, IL 60048  
Attention: Executive Director
- With a copy to: Peter A. Sarasek, Esq.  
Quarles & Brady LLC  
500 West Madison Street, Suite 3700  
Chicago, IL 60661

or such other address as either party from time to time shall designate by written notice to the other. Personal delivery shall include delivery by commercial messenger service or overnight courier. Service by mail shall be deemed effective on the earlier of (i) actual receipt or (ii) three business days after posting.

**19. RECORDATION.**

Grantee shall record this instrument in the Office of the Lake County Recorder of Deeds, Illinois, and may re-record it at any time or times as Grantee may, in its sole discretion, deem it advisable to preserve its rights in this Conservation Easement. Grantee may, prior to the 40th anniversary of the date of this Conservation Easement and at such other times as Grantee deems necessary, record a claim pursuant to the Illinois Code of Civil Procedure, 735 ILCS 5/13-1 18, for the purpose of preserving the lien of this Conservation Easement in perpetuity. Nothing contained in this paragraph shall be deemed to constitute an acknowledgment that any such recording is necessary, however, and Grantor and Grantee expressly acknowledge that no such recording is necessary in order to perpetuate the validity or enforceability of this Conservation Easement.

**20. NATURE OF CONVEYANCE.**

The conveyance of rights to Grantee under this Conservation Easement constitutes a conservation right under 765 ILCS 120/1-120/6, a common law easement in gross,

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an encumbrance by conservation rights under 35 ILCS 200/10-166, a common law dedication, and an easement and covenant running with the land.

**21. GENERAL PROVISIONS.**

(a) **Controlling Law.** The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Illinois.

(b) **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the purpose of this Conservation Easement and the policy and purpose of the Statute. If any provision in this instrument is found to be ambiguous, and interpretation consistent with the purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) **Severability.** If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged in this instrument. No alteration or variation of this instrument shall be valid or binding unless contained in a written amendment first executed by Grantor and Grantee, or their successors, and recorded in the Office of the Lake County Recorder of Deeds, Illinois.

(e) **No Forfeiture.** Nothing contained in this Conservation Easement will result in a forfeiture or reversion of Grantor's title to the Property in any respect.

(f) **Successors.** The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

(g) **Termination of Rights and Obligations.** A party's rights and obligations under this Conservation Easement shall terminate upon transfer of the party's interest in the Conservation Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer, and further provided that the Grantor from time to time shall continue to remain liable for acts or omissions occurring after such transfer unless the financial condition of the transferee after such transfer is at least equal to if not better than the financial condition of Grantor immediately prior to such transfer.

(h) **Captions.** The captions in this instrument have been inserted solely for convenience or reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

(i) **Warranty of Authority.** Grantor and any persons executing this instrument on behalf of Grantor represent and warrant that (i) Grantor is the owner in fee simple

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of the Property, (ii) all persons executing this instrument on behalf of Grantor are fully authorized and empowered to execute and deliver this instrument, and (iii) there is no lien, encumbrance, contract, or governmental prohibition against the execution and delivery of this instrument and the performance by Grantor of all of Grantor's obligations under this Conservation Easement.

(j) **Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

(k) **Approval by Grantee.** The parties to this instrument acknowledge and agree that whenever the consent or approval of Grantee is required hereunder, the affirmative vote of at least two-thirds (2/3rds) in number of the members of the Land Acquisition Committee of Grantee and two-thirds (2/3rds) in number of the members of the Board of Commissioners of Grantee shall be required before Grantee shall be deemed to have provided any such consent or approval.

**IN WITNESS WHEREOF** Grantor and Grantee have set their hands on the day and year first above written.

[SIGNATURE PAGES FOLLOW]

ATTEST:

David D. Dainman  
City Clerk  
By: Shirley Sitzerwald  
Deputy City Clerk  
STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF LAKE )

EXECUTION COPY  
CITY OF HIGHLAND PARK  
By: [Signature]  
City Manager SME

The foregoing instrument was acknowledged before me on June 18, 2002, by David Limardi, the City Manager and [Signature] the [Signature] of THE CITY OF HIGHLAND PARK, an Illinois home rule municipal corporation, which individuals are known to me to be the identical persons who signed the foregoing instrument as such officers of the municipal corporation for and on behalf of said municipal corporation, and that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of the municipal corporation, for the uses and purposes therein mentioned.

Given under my hand and official seal this 18 day of June, 2002.



[Signature]  
Signature of Notary

SEAL

My Commission expires: 7/26/05



EXHIBIT A

PROPERTY LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE SOUTHWEST ¼ OF SECTION 15 AND THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHEASTERLY CORNER OF ALVIN C. GREEN'S GREENWOOD GARDEN ADDITION TO HIGHLAND PARK SUBDIVISION: THENCE NORTH 89 DEGREES 58 MINUTES 39 SECONDS WEST 437.86 FEET; THENCE SOUTH 0 DEGREES 42 MINUTES 47 SECONDS EAST 138.70 FEET; THENCE SOUTHEASTERLY ALONG AN ARC OF CIRCLE WHOSE RADIUS IS 185.00 FEET AND BEING CONVEX TO THE NORTHEAST, 260.47 FEET; THENCE SOUTH 0 DEGREES 42 MINUTES 47 SECONDS EAST 23.67 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 49 SECONDS WEST 50.00 FEET; THENCE NORTH 0 DEGREES 42 MINUTES 47 SECONDS WEST 23.14 FEET; THENCE NORTHWESTERLY ALONG AN ARC OF A CIRCLE WHOSE RADIUS IS 135.00 FEET, AND BEING CONVEX TO THE NORTHEAST, 141.37 FEET; THENCE SOUTH 29 DEGREES 17 MINUTES 13 SECONDS WEST 135.00 FEET; THENCE NORTH 30 DEGREES 42 MINUTES 47 SECONDS WEST 135.00 FEET; THENCE SOUTHWESTERLY ALONG AN ARC OF A CIRCLE WHOSE RADIUS IS 135.00 FEET, AND BEING CONVEX TO THE NORTHWEST, 141.37 FEET; THENCE SOUTH 0 DEGREES 42 MINUTES 47 SECONDS EAST 124.27 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 49 SECONDS WEST 190.54 FEET; THENCE NORTH 0 DEGREES 29 MINUTES 34 SECONDS WEST 52.00 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 49 SECONDS EAST 140.34 FEET; THENCE NORTH 0 DEGREES 42 MINUTES 47 SECONDS WEST 71.73 FEET; THENCE NORTHEASTERLY ALONG AN ARC OF A CIRCLE WHOSE RADIUS IS 185.00 FEET AND BEING CONVEX TO THE NORTHWEST, 260.47 FEET; THENCE NORTH 0 DEGREES 42 MINUTES 47 SECONDS WEST 4.07 FEET TO THE SOUTHEAST CORNER OF LOT 105 IN ALVIN C. GREENE'S GREENWOOD GARDENS ADDITION TO HIGHLAND PARK; THENCE SOUTH 89 DEGREES 53 MINUTES 49 SECONDS WEST 460.11 FEET ALONG THE SOUTH LINE OF SAID LOT 105 AND ITS WESTERLY EXTENSION THEREOF TO A POINT ON THE EAST LINE OF COMPTON'S ADDITION TO HIGHLAND PARK SUBDIVISION, SAID POINT ALSO LYING ON THE WEST LINE OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 15; THENCE SOUTH 0 DEGREES 29 MINUTES 48 SECONDS EAST 492.56 FEET ALONG THE EAST LINE OF SAID COMPTON'S ADDITION TO A POINT ON THE SOUTH LINE OF SAID COMPTON'S ADDITION, SAID POINT ALSO LYING ON THE SOUTH LINE OF THE EAST ½ OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 15; THENCE SOUTH 89 DEGREES 58 MINUTES 39 SECONDS WEST 654.48 FEET ALONG THE SOUTH LINE OF SAID COMPTON'S ADDITION TO A POINT ON THE WEST LINE OF VACATED ALVIN C. GREENE'S GREENWOOD GARDENS SUBDIVISION, SAID POINT ALSO LYING ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST ¼ OF THE SOUTHWEST 1/4 OF SECTION 15; THENCE SOUTH 0 DEGREES 32 MINUTES 51 SECONDS EAST 662.48 FEET ALONG THE WEST LINE OF SAID VACATED ALVIN C. GREENE'S GREENWOOD GARDENS TO THE MOST SOUTHWESTERLY CORNER THEREOF, SAID POINT ALSO LYING ON THE SOUTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 15; THENCE SOUTH 89 DEGREES 55 MINUTES 56 SECONDS WEST 653.96 FEET ALONG SAID SECTION LINE TO THE NORTHWEST CORNER OF SECTION 22; THENCE SOUTH 0 DEGREES 00 MINUTES

Exhibit A  
Page 1 of 9

5080789  
Doc Number: 5080789 Seq: 15

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25 SECONDS EAST 1323.02 FEET ALONG THE WEST LINE OF SECTION 22 TO A POINT ON THE SOUTH LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 22; THENCE NORTH 89 DEGREES 59 MINUTES 18 SECONDS EAST 1032.54 FEET ALONG SAID QUARTER QUARTER SECTION LINE TO A POINT ON THE WESTERLY LINE OF THE EAST SKOKIE DRAINAGE DITCH; THENCE SOUTH 18 DEGREES 32 MINUTES 28 SECONDS EAST 1396.84 FEET ALONG THE WESTERLY LINE OF SAID DRAINAGE DITCH TO A POINT ON THE SOUTH LINE OF THE NORTHWEST ¼ OF SECTION 22, THENCE SOUTH 89 DEGREES 57 MINUTES 13 SECONDS EAST 1132.24 FEET ALONG SAID SOUTH LINE TO A POINT ON THE EAST LINE OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 22; THENCE NORTH 0 DEGREES 08 MINUTES 28 SECONDS EAST 1825.93 FEET ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF LOT 6 IN FIRST ADDITION TO GREENWOOD GARDENS SUBDIVISION; THENCE SOUTH 89 DEGREES 52 MINUTES 46 SECONDS WEST 177.22 FEET ALONG THE SOUTH LINE OF SAID LOT 6 TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 0 DEGREES 05 MINUTES 44 SECONDS EAST 100.00 FEET ALONG THE WEST LINE OF SAID LOT 6 TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 89 DEGREES 51 MINUTES 25 SECONDS EAST 177.30 FEET ALONG THE NORTH LINE OF SAID LOT 6 TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO BEING ON THE EAST LINE OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 22; THENCE NORTH 0 DEGREES 08 MINUTES 28 SECONDS EAST 725.18 FEET ALONG SAID EAST LINE TO THE CENTERLINE OF CHICAGO AVENUE; THENCE SOUTH 89 DEGREES 55 MINUTES 42 SECONDS WEST 30.00 FEET ALONG SAID CENTERLINE TO ITS INTERSECTION WITH THE EAST LINE OF LOT 16 IN ALVIN C. GREENE'S GREENWOOD GARDENS SUBDIVISION, EXTENDED SOUTH; THENCE NORTH 0 DEGREES 25 MINUTES 17 SECONDS WEST 156.00 FEET ALONG THE EAST LINE OF SAID LOT 16 AND ITS SOUTHERLY EXTENSION THEREOF, SAID LINE ALSO BEING THE WEST LINE OF WESTERN AVENUE, TO THE SOUTHEAST CORNER OF LOT 15 IN SAID ALVIN C. GREENE'S GREENWOOD GARDENS; THENCE SOUTH 89 DEGREES 55 MINUTES 42 SECONDS WEST 136.00 FEET ALONG THE SOUTH LINE OF SAID LOT 15 TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 0 DEGREES 25 MINUTES 17 SECONDS WEST 530.19 FEET ALONG THE WEST LINE OF SAID LOT 15 AND ITS NORTHERLY EXTENSION THEREOF, TO A POINT ON THE SOUTH LINE OF LOT 29 IN SAID ALVIN C. GREENE'S GREENWOOD GARDENS, SAID POINT ALSO BEING ON THE NORTH LINE OF UNDERWOOD AVENUE; THENCE NORTH 89 DEGREES 57 MINUTES 23 SECONDS EAST 2.35 FEET ALONG THE SAID SOUTH LINE OF LOT 29 TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 0 DEGREES 32 MINUTES 24 SECONDS WEST 108.19 FEET TO THE NORTHEAST CORNER OF LOT 30 IN SAID ALVIN C. GREENE'S GREENWOOD GARDENS; THENCE SOUTH 89 DEGREES 55 MINUTES 50 SECONDS WEST 188.67 FEET ALONG THE NORTH LINE OF SAID LOT 30, AND ITS WESTERLY EXTENSION THEREOF TO A POINT ON THE EAST LINE OF LOT 37 IN ALVIN C. GREENE'S GREENWOOD GARDENS, SAID POINT ALSO BEING ON THE WEST LINE OF RAVENSWOOD AVENUE; THENCE NORTH 0 DEGREES 21 MINUTES 48 SECONDS WEST 495.04 FEET ALONG SAID WEST LINE OF RAVENSWOOD AVENUE TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF THE CENTER LINE OF THE EAST SKOKIE DRAINAGE DITCH, IN LAKE COUNTY, ILLINOIS.

Exhibit A  
Page 2 of 9

5080789  
Doc Number: 5080789 Seq: 10

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**PARCEL 2:**

THAT PART OF THE NORTHWEST QUARTER OF NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE CENTER LINE OF THE EAST SKOKIE DRAINAGE DITCH, IN LAKE COUNTY, ILLINOIS.

**PARCEL 3:**

THAT PART OF VACATED PORTION OF ALVIN C. GREENE'S GREENWOOD GARDENS ADDITION TO HIGHLAND PARK, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE FIRST ADDITION TO GREENWOOD GARDENS, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 25 FEET WEST OF THE SOUTHWEST CORNER OF LOT 112 IN ALVIN C. GREENE'S GREENWOOD GARDENS ADDITION; THENCE SOUTH ON A LINE 25 FEET NORTH OF THE SOUTH LINE OF UNDERWOOD AVENUE; THENCE WEST ALONG A LINE 25 FEET NORTH OF THE SOUTH LINE OF UNDERWOOD AVENUE TO THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15; THENCE SOUTH ON SAID WEST LINE TO THE SOUTH LINE OF CHICAGO AVENUE; THENCE EAST ON SAID SOUTH LINE TO THE WEST LINE OF COMPTON AVENUE IN THE FIRST ADDITION TO GREENWOOD GARDENS; THENCE SOUTH ON SAID WEST LINE TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22; THENCE EAST ON SAID SOUTH LINE TO THE SOUTHWEST CORNER OF LOT 12 IN THE FIRST ADDITION TO GREENWOOD GARDENS; THENCE NORTH ON THE WEST LINE OF LOTS 12 TO 17, BOTH INCLUSIVE, AND SAID WEST LINE EXTENDED NORTH TO THE SOUTHWEST CORNER OF LOT 18 IN SAID LAST MENTIONED SUBDIVISION; THENCE NORTHERLY ALONG THE WESTERLY LINE OF LOTS 18 TO 30, BOTH INCLUSIVE, IN SAID LAST MENTIONED SUBDIVISION TO THE SOUTH LINE OF CHICAGO AVENUE; THENCE NORTH ON SAID WEST LINE AS EXTENDED TO THE NORTH LINE OF CHICAGO AVENUE; THENCE WEST ON SAID NORTH LINE TO THE WEST LINE EXTENDED SOUTH OF LOT 48 IN ALVIN C. GREENE'S GREENWOOD GARDENS ADDITION TO HIGHLAND PARK; THENCE NORTH ON SAID WEST LINE AS EXTENDED AND THE WEST LINE OF LOTS 48 THROUGH 40 AND THE WEST LINE OF LOT 40 EXTENDED, AND THE WEST LINE OF LOTS 39 TO 31 TO THE SOUTH LINE OF LOT 77 IN THE LAST MENTIONED SUBDIVISION; THENCE WEST ON THE SOUTH LINE OF LOTS 77 TO 82, BOTH INCLUSIVE TO THE EASTERLY LINE OF GREENWOOD AVENUE; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF GREENWOOD AVENUE TO THE NORTHWEST CORNER OF LOT 71 TO THE NORTHEAST CORNER OF LOT 71; THENCE SOUTH ALONG THE EAST LINE OF LOT 71 TO THE SOUTHEAST CORNER OF LOT 71; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 71 AND SAID SOUTH LINE EXTENDED WESTERLY TO THE WEST LINE OF GREENWOOD AVENUE; THENCE NORTH ALONG THE WEST LINE OF GREENWOOD AVENUE TO THE NORTHEASTERLY CORNER OF LOT 83; THENCE SOUTHWESTERLY TO THE MOST SOUTHERN POINT OF LOT 83; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF LOT 83 TO THE EASTERLY LINE OF BLACKWOOD AVENUE; THENCE SOUTHERLY ALONG SAID EASTERLY LINE TO THE SOUTH LINE EXTENDED EAST OF LOT 118 IN SAID ALVIN C. GREENE'S GREENWOOD GARDENS ADDITION TO HIGHLAND PARK; THENCE WEST ON THE SOUTH LINE EXTENDED AND THE SOUTH

Exhibit A  
Page 3 of 9

Doc Number 5080789 Seq: 17

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LINE OF LOT 118 TO THE SOUTHWEST CORNER OF SAID LOT 118; THENCE NORTH ON THE WEST LINE OF SAID LOT TO THE NORTHWEST CORNER OF SAID LOT 118; THENCE EAST ON THE NORTH LINE OF LOT 118 TO THE WEST LINE OF BLACKWOOD AVENUE; THENCE NORTHERLY ON THE WEST LINE OF BLACKWOOD AVENUE TO THE SOUTHEAST CORNER OF LOT 105 IN SAID LAST MENTIONED SUBDIVISION; THENCE WEST ON THE SOUTH LINE OF LOTS 105 TO 112, BOTH INCLUSIVE, AND THE EXTENSION OF THE SOUTH LINE OF LOT 112, TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

**PARCEL 4:**

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EASTERLY OF THE WESTERLY LINE OF THE SKOKIE DRAINAGE DITCH AND NORTH OF THE NORTH LINE OF WEST PARK AVENUE (EXCEPTING THEREFROM THE EAST 216 FEET), IN LAKE COUNTY, ILLINOIS.

**PARCEL 5:**

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THE EAST 216 FEET), IN LAKE COUNTY, ILLINOIS.

**PARCEL 6:**

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THE EAST 216 FEET) AND ALSO, THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THAT AREA LYING WESTERLY OF THE WESTERLY RIGHT OF WAY LINE OF THE EAST SKOKIE DRAINAGE DITCH), IN LAKE COUNTY, ILLINOIS.

**PARCEL 7:**

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THAT PART THEREOF LYING WESTERLY OF THE WESTERLY RIGHT OF WAY LINE OF EAST SKOKIE DRAINAGE DITCH), IN LAKE COUNTY, ILLINOIS.

**PARCEL 8:**

THAT PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF THE WESTERLY LINE OF THE SKOKIE DRAINAGE DITCH, IN LAKE COUNTY, ILLINOIS.

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**PARCEL 9:**

ALL OF LOTS 16 TO 50; LOT 51 (EXCEPT THAT PART HEREOF LYING WEST OF THE WEST LINE OF LOT 48 EXTENDED SOUTH) AND ALL OF LOTS 75 TO 82, ALL IN ALVIN C. GREENE'S GREENWOOD GARDENS ADDITION TO HIGHLAND PARK, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 25, 1924 AS DOCUMENT NUMBER 244864, IN BOOK "N" OF PLATS, PAGE 34, IN LAKE COUNTY, ILLINOIS.

**PARCEL 10:**

THE EAST 150 FEET OF THE NORTH 10 ACRES (EXCEPTING THEREFROM THE WEST 925 FEET) OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

**PARCEL 11:**

THE EAST 150 FEET OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LESS THAT PART WEST OF THE WESTERLY RIGHT OF WAY LINE OF THE EAST SKOKIE DRAINAGE DITCH, IN LAKE COUNTY, ILLINOIS.

**PARCEL 12:**

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE CENTER LINE OF THE EAST SKOKIE DRAINAGE DITCH, IN LAKE COUNTY, ILLINOIS.

**PARCEL 13:**

ALL THAT PART OF UNDERWOOD AVENUE AS SHOWN ON THE PLAT OF ALVIN C. GREENE'S GREENWOOD GARDENS ADDITION TO HIGHLAND PARK VACATED BY ORDINANCE PASSED AND APPROVED JULY 12, 1965 AND RECORDED JULY 21, 1965 AS DOCUMENT NUMBER 1270127, LYING WEST OF THE WEST LINE OF EASTWOOD AVENUE, (NOW KNOWN AS RAVENSWOOD AVENUE) AND LYING EAST OF THE WEST LINE OF LOT 39 IN SAID SUBDIVISION EXTENDED SOUTH, IN LAKE COUNTY, ILLINOIS.

**PARCEL 14:**

LOTS 1 TO 30, EXCEPT LOT 6, IN FIRST ADDITION TO GREENWOOD GARDENS, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 4, 1925 AS DOCUMENT NUMBER 258637, IN BOOK "O" OF PLATS, PAGE 8, IN LAKE COUNTY, ILLINOIS.

Exhibit A  
Page 5 of 9

Doc Number: 5080789 Seq: 129

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**PARCEL 15:**

ALL THAT PART OF ONWENTSIA AVENUE AS SHOWN ON THE PLAT OF FIRST ADDITION TO GREENWOOD GARDENS AFORESAID VACATED BY ORDINANCE PASSED AND APPROVED ON JULY 12, 1965 AND RECORDED JULY 21, 1965 AS DOCUMENT NUMBER 1270126 LYING WEST OF THE WEST LINE OF WESTERN AVENUE AND EAST OF THE WEST LINE OF LOT 18, EXTENDED SOUTH, IN LAKE COUNTY, ILLINOIS.

**PARCEL 16:**

LEASEHOLD ESTATE CREATED BY A CERTAIN INDENTURE OF LEASE MADE BY THE NORTH SHORE SANITARY DISTRICT, AS LESSOR, TO HIGHLAND PARK COUNTRY CLUB, INC., AS LESSEE, DATED SEPTEMBER 8, 1965 AND RECORDED SEPTEMBER 13, 1965 AS DOCUMENT NUMBER 1276978, DEMISING THE SUBJECT LAND FOR A TERM OF 10 YEARS COMMENCING ON THE DAY OF EXECUTION OF THE LEASE, THE FOLLOWING DESCRIBED PREMISES: THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SAID SOUTHWEST QUARTER OF SECTION 15 AFORESAID, LOCATED EAST OF THE EAST LINE OF THE EAST SKOKIE DRAINAGE DITCH, IN LAKE COUNTY, ILLINOIS.

**PARCEL 17:**

LEASEHOLD ESTATE CREATED BY A CERTAIN INDENTURE OF LEASE MADE BY NORTH SHORE SANITARY DISTRICT, TO HIGHLAND PARK COUNTRY CLUB, INC., DATED JUNE 29, 1965 AND RECORDED JULY 20, 1965 AS DOCUMENT NUMBER 1270017, DEMISING THE SUBJECT LAND FOR A TERM OF 20 YEARS COMMENCING ON THE DAY OF EXECUTION OF THE LEASE, THE FOLLOWING DESCRIBED PREMISES: THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15 LYING EAST OF THE EAST LINE OF THE EAST SKOKIE DRAINAGE DITCH, IN LAKE COUNTY, ILLINOIS.

**PARCEL 18:**

LOT 71 IN ALVIN C. GREENE'S GREENWOOD GARDENS ADDITION TO HIGHLAND PARK, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 25, 1924 AS DOCUMENT NUMBER 244864, IN BOOK "N" OF PLATS, PAGE 34, IN LAKE COUNTY, ILLINOIS.

**PARCEL 19:**

A PARCEL OF LAND BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 173.75 FEET TO THE EAST LINE OF WESTERN AVENUE; THENCE SOUTHERLY ALONG SAID EAST LINE OF WESTERN AVENUE TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE EAST ALONG SAID SOUTH LINE OF NORTH HALF OF THE SOUTHEAST QUARTER A DISTANCE OF 150 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF THE

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NORTHWEST QUARTER OF SAID SECTION 22; THENCE NORTH ALONG SAID EAST LINE, A DISTANCE OF 662.795 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

*EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:*

CITY OF HIGHLAND PARK PUBLIC WORKS CAMPUS:

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 12 EAST, OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH LOTS 11 THROUGH 16, BOTH INCLUSIVE, AND LOTS 21 THROUGH 38, BOTH INCLUSIVE, IN BLOCK 1, AND LOTS 17 THROUGH 32, BOTH INCLUSIVE, IN BLOCK 2 IN COMPTON'S ADDITION TO HIGHLAND PARK, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF SAID SECTION 15, ACCORDING TO THE PLAT THEREOF, RECORDED MAY 23, 1876 IN BOOK "A" OF PLATS, PAGE 36, IN LAKE COUNTY, ILLINOIS; AND TOGETHER WITH THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 15; THENCE ON AN ASSUMED BEARING OF NORTH 0 DEGREES 56 MINUTES 12 SECONDS WEST, ALONG THE WEST LINE OF SECTION 15, A DISTANCE OF 208.72 FEET TO AN IRON PIPE, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES 56 MINUTES 12 SECONDS WEST, ALONG WEST LINE OF SECTION 15, A DISTANCE OF 453.49 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15; THENCE NORTH 89 DEGREES 42 MINUTES 00 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 370.30 FEET TO AN IRON PIPE; THENCE SOUTH 2 DEGREES 51 MINUTES 05 SECONDS EAST ALONG A LINE 1 FOOT EASTERLY OF AND PARALLEL WITH A CONCRETE RETAINING WALL AND ITS NORTHERLY EXTENSION A DISTANCE OF 188.52 FEET TO AN IRON PIPE; THENCE SOUTH 38 DEGREES 46 MINUTES 26 SECONDS WEST ALONG A LINE 1 FOOT EASTERLY OF AND PARALLEL WITH SAID RETAINING WALL A DISTANCE OF 167.61 FEET TO AN IRON PIPE; THENCE SOUTH 62 DEGREES 57 MINUTES 48 SECONDS WEST ALONG A LINE 1 FOOT SOUTHEASTERLY OF AND PARALLEL WITH SAID RETAINING WALL AND ITS SOUTHWESTERLY EXTENSION DISTANCE OF 300.10 FEET TO THE POINT OF BEGINNING; ALL IN LAKE COUNTY, ILLINOIS AND CONTAINING 16.96 ACRES MORE OR LESS (739085 SQUARE FEET, MORE OR LESS).

GOLF LEARNING CENTER:

THAT PART OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE 3<sup>rd</sup> PRINCIPLE MERIDIAN, IN THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 22; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 22, A DISTANCE OF 1000 FEET; THENCE DEFLECTING TO THE RIGHT THROUGH AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A DISTANCE OF 300 FEET; THENCE SOUTHERLY ALONG A LINE 300 FEET EASTERLY OF AND PARALLEL

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WITH THE SAID WEST LINE TO A POINT ON A LINE 350 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 22; THENCE EASTERLY ALONG THE SAID PARALLEL LINE TO A POINT ON THE CENTERLINE OF THE EAST SKOKIE DRAINAGE DITCH, A DISTANCE OF 690 FEET, MORE OR LESS; THENCE SOUTHEASTERLY ALONG THE SAID CENTERLINE, A DISTANCE OF 370 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE NORTHWEST ¼ OF SECTION 22; THENCE WESTERLY ALONG THE SAID SOUTH LINE, A DISTANCE OF 1090 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CLUBHOUSE PARCEL:

THAT PART OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE 3<sup>rd</sup> PRINCIPLE MERIDIAN, IN THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST ¼ OF SECTION 22; THENCE NORTHERLY ALONG THE EAST LINE OF THE NORTHWEST ¼ OF SAID SECTION 22, A DISTANCE OF 710 FEET; THENCE DEFLECTING TO THE LEFT THROUGH AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A DISTANCE OF 220 FEET; THENCE DEFLECTING TO THE LEFT THROUGH AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A DISTANCE OF 250 FEET; THENCE DEFLECTING TO THE RIGHT THROUGH AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A DISTANCE OF 400 FEET; THENCE DEFLECTING TO THE LEFT THROUGH AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A DISTANCE OF 120 FEET; THENCE DEFLECTING TO THE RIGHT THROUGH AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A DISTANCE OF 360 FEET; THENCE DEFLECTING TO THE RIGHT THROUGH AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A DISTANCE OF 120 FEET; THENCE DEFLECTING TO THE LEFT THROUGH AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A DISTANCE OF 260 FEET, MORE OR LESS, TO A POINT ON THE CENTERLINE OF THE EAST SKOKIE DRAINAGE DITCH; THENCE SOUTHEASTERLY ALONG THE SAID CENTERLINE TO A POINT ON THE SOUTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 22, SAID LINE ALSO BEING THE CENTERLINE OF WEST PARK AVENUE; THENCE EASTERLY ALONG THE SAID SOUTH LINE TO THE POINT OF BEGINNING.

HIGHLAND PARK WOODS PARCEL:

LOTS 7 THROUGH 11, INCLUSIVE, TOGETHER WITH THAT PORTION OF WESTERN AVENUE ADJOINING AND LYING WESTERLY OF SAID LOTS IN THE FIRST ADDITION TO GREENWOOD GARDENS, BEING A SUBDIVISION OF THE NORTHEAST ¼ OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 11; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SUBDIVISION, SAID LINE ALSO BEING THE EAST LINE OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 22, A DISTANCE OF 500 FEET TO THE NORTHEAST CORNER OF SAID LOT 7; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 7 AND IT'S EXTENSION, A DISTANCE OF 237.22 FEET TO THE WEST LINE OF WESTERN AVENUE; THENCE SOUTHERLY ALONG THE SAID WEST LINE, A DISTANCE OF 500 FEET TO THE SOUTH LINE OF SAID SUBDIVISION; THENCE

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EASTERLY ALONG THE SAID SOUTH LINE, A DISTANCE OF 236.82 FEET TO THE POINT  
OF BEGINNING.

Exhibit A  
Page 9 of 9

Doc Number 5080789 Seq 23

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**EXHIBIT B**

PARCEL IDENTIFICATION MAP

Exhibit B

Doc Number: 5080789 Seq: 24

## Exhibit B - Golf Course Conservation Easement



**GIS**  
CONSORTIUM

This product is brought to you from GISCon  
Local communities working together to reduce the  
cost of Geographic Information System products

June 17, 2002

5080789

25



**CITY OF HIGHLAND PARK**

1707 ST. JOHNS AVENUE  
HIGHLAND PARK, ILLINOIS 60035  
(847) 432-0800

CITY OF HIGHLAND PARK )  
COUNTY OF LAKE )SS  
STATE OF ILLINOIS )

I, SHIRLEY A. FITZGERALD, City Clerk of the City of Highland Park, in the County of Lake, State of Illinois, do hereby certify that I am keeper of the records, ordinances, files and seal of said City, and;

I HEREBY CERTIFY that the attached is a true and correct copy of the executed First Amendment to Grant of Conservation Right and Easement entered into by the City of Highland Park in favor of Lake County Forest Preserve District (Highland Park Country Club Golf Course Parcel ), dated April 25, 2005, which was approved by the City Council of said City at a regular meeting of the City Council held on April 25, 2005, and still in full force and effect, all as appears from the records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said City of Highland Park, this 5th day of May 2005.

*Shirley Fitzgerald*  
\_\_\_\_\_  
City Clerk

Return to:  
City Clerk  
City of Highland Park  
1707 St. Johns Avenue  
Highland Park, IL 60035

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2

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THIS DOCUMENT  
PREPARED BY AND  
AFTER RECORDING  
RETURN TO:

Steven M. Elrod  
Holland & Knight LLP  
131 S. Dearborn  
30th Floor  
Chicago, IL 60603

Above Space For Recorder's Use Only

**FIRST AMENDMENT TO GRANT OF CONSERVATION RIGHT AND EASEMENT**

(HIGHLAND PARK COUNTRY CLUB GOLF COURSE PARCEL)

THIS FIRST AMENDMENT TO GRANT OF CONSERVATION RIGHT AND EASEMENT is made and entered into as of the 25<sup>th</sup> day of April, 2005, by the CITY OF HIGHLAND PARK ("**Grantor**"), an Illinois home rule municipal corporation organized and existing under the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, having an address at 1707 St. John's Avenue, Highland Park, Illinois 60035, in favor of LAKE COUNTY FOREST PRESERVE DISTRICT ("**Grantee**"), a body politic and corporate organized and existing under the Illinois Downstate Forest Preserve Act, 70 ILCS 805/0.001 *et seq.*, having an address at 2000 North Milwaukee Avenue, Libertyville, Illinois 60048.

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of the real property ("**Property**") consisting of approximately 105 acres more particularly described in *Exhibit A* attached hereto and commonly known as the golf course of the Highland Park Country Club, and as depicted on the map attached hereto as *Exhibit B*; and

WHEREAS, Grantor has prepared various plans depicting a Green Space Corridor and Greenways Plan comprised of property owned by Grantor and Grantee, as well as the Park District of Highland Park ("**Park District**"), and that includes a linked trail system upon their respective properties; and

WHEREAS, the Property has significant recreational, scenic and aesthetic value to Grantor, Grantee, and to the general public, and has been developed and used as a public golf course with a variety of water features including wetlands, ponds, woodlands and streams (collectively, "**Conservation Values**"); and

WHEREAS, as contemplated in that certain Intergovernmental Agreement ("**Intergovernmental Agreement**") dated as of April 22, 2002, between Grantor, Grantee, and

-2-

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3

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Park District, Grantor and Grantee desire and intend that the Conservation Values of the Property be preserved and maintained into perpetuity; and

**WHEREAS**, Grantee is a body politic and corporate organized and existing under the Illinois Downstate Forest Preserve Act, 70 ILCS 805/0.001 *et seq.*, a publicly supported, tax exempt municipal organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code, whose primary purpose is the preservation, protection or enhancement of land in its natural, scenic, and open space condition; and

**WHEREAS**, the Intergovernmental Agreement contemplates and requires that Grantor will grant and convey a conservation easement to Grantee; and

**WHEREAS**, to ensure the protection into perpetuity of the Property's Conservation Values, and pursuant to the requirements of the Real Property Conservation Rights Act, 765 ILCS 120, as well as the Intergovernmental Agreement, Grantor conveyed to Grantee the right to preserve and protect the Conservation Values of the Property by that certain Grant of Conservation Right and Easement (Highland Park Country Club Golf Course Parcel) dated June 19, 2002 and recorded in the Lake County Recorder of Deeds Office on December 31, 2002 as Document Number 5080789 ("**Original Golf Course Conservation Easement**") against the property more particularly described in **Exhibit C** attached hereto and commonly known as the golf course of the Highland Park Country Club, and as depicted on the map attached hereto as **Exhibit B**; and

**WHEREAS**, the Original Golf Course Conservation Easement inadvertently contained property ("**Woods Property**") that should have been included in that certain Grant of Conservation Right and Easement dated June 19, 2002, and recorded in the Lake County Recorder of Deeds Office on December 31, 2002 as Document Number 5080790 ("**Original HP Woods Conservation Easement**"). The Woods Property is more particularly described in **Exhibit D** attached hereto, and depicted on **Exhibit B**; and

**WHEREAS**, subsequent to the recordation of the Original Golf Course Conservation Easement, Grantor completed a Plat of Resubdivision of the Property, Woods Property, and other property ("**Plat of Resubdivision**"), dated June 23, 2004 and recorded in the Lake County Recorder of Deeds Office on November 10, 2004 as Document Number 5671534, a copy of which is attached hereto as **Exhibit E**; and

**WHEREAS**, Grantor and Grantee desire to execute and record this First Amendment to Grant of Conservation Right and Easement for the purpose of (i) removing the Woods Property from the Original Golf Course Conservation Easement, and (ii) otherwise correcting the legal description of the Property to reflect the legal descriptions contained in the Plat of Resubdivision.

**IN CONSIDERATION** of the recitals, mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **CORRECTION OF LEGAL DESCRIPTION OF THE PROPERTY.**

In order to (i) remove the Woods Property from the Original Golf Course Conservation Easement so that it may be conveyed into the Original HP Woods Conservation Easement, and (ii) otherwise correct the legal description of the Property to reflect the legal

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descriptions contained in the Plat of Resubdivision, Exhibits A and B to the Original Golf Course Conservation Easement shall be, and are hereby, deleted in their entirety and Exhibits A and B to this First Amendment to Grant of Conservation Right and Easement are inserted in their place.

**2. NOTICES.**

Section 18 of the Original Golf Course Conservation Easement shall be, and is hereby, amended by deleting the address for the recipient of a copy of any notice delivered to Grantor and inserting the following in its place:

with a copy to: Steven M. Elrod, Esq.  
Holland & Knight LLP  
131 South Dearborn, 30<sup>th</sup> Floor  
Chicago, IL 60603

**3. RECORDATION.**

Grantee shall record this instrument in the Office of the Lake County Recorder of Deeds, Illinois, and may re-record it at any time or times as Grantee may, in its sole discretion, deem it advisable to preserve its rights in this First Amendment to Grant of Conservation Easement. Grantee may, prior to the 40th anniversary of the date of this First Amendment to Grant of Conservation Easement and at such other times as Grantee deems necessary, record a claim pursuant to the Illinois Code of Civil Procedure, 735 ILCS 5/13-1 18, for the purpose of preserving the lien of this First Amendment to Grant of Conservation Easement in perpetuity. Nothing contained in this paragraph shall be deemed to constitute an acknowledgment that any such recording is necessary, however, and Grantor and Grantee expressly acknowledge that no such recording is necessary in order to perpetuate the validity or enforceability of this First Amendment to Grant of Conservation Right and Easement.

**4. BASE LINE OF PROPERTY AS OF DATE HEREOF.**

Attached hereto as *Exhibit F* is a description of the condition of and any improvements located on the Property as of the date hereof, which the parties hereto agree shall constitute a base line for purposes of determining and confirming compliance by Grantor with all of the terms and conditions of the Original Golf Course Conservation Easement, as amended hereby.

**5. RATIFICATION.**

The Original Golf Course Conservation Right and Easement, as amended by this First Amendment to Grant of Conservation Right and Easement, is ratified and confirmed. Except as expressly modified or amended in this First Amendment to Grant of Conservation Right and Easement, all terms, conditions, and provisions of the Original Golf Course Conservation Right and Easement shall remain in full force and effect; provided, however, that any other provision of the Original Golf Course Conservation Right and Easement shall be deemed modified as necessary to give practical effect to the provisions of this First Amendment to Grant of Conservation Right and Easement. To the extent that the terms and provisions of this First Amendment to Grant of Conservation Right and Easement conflict with the Original

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Golf Course Conservation Right and Easement, the terms and provisions of this First Amendment to Grant of Conservation Right and Easement shall control.

**IN WITNESS WHEREOF** Grantor and Grantee have set their hands on the day and year first above written.

[SIGNATURE PAGES FOLLOW]

10





EXHIBIT A

PROPERTY LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 15, AND THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE ON AN ASSUMED BEARING NORTH 00 DEGREES 56 MINUTES 12 SECONDS WEST (RECORD), NORTH 00 DEGREES 33 MINUTES 56 SECONDS WEST (MEASURED), ALONG THE WEST LINE OF SAID SECTION 15, A DISTANCE OF 208.72 FEET (RECORD) 208.94 FEET (MEASURED); THENCE NORTH 62 DEGREES 57MINUTES 48 SECONDS EAST (RECORD), NORTH 63 DEGREES 12 MINUTES 31 SECONDS EAST (MEASURED), ALONG A LINE 1 FOOT SOUTHEASTERLY OF AND PARALLEL WITH A CONCRETE RETAINING WALL AND ITS SOUTHWESTERLY EXTENSION, A DISTANCE OF 300.10 FEET (RECORD), 300.05 FEET (MEASURED); THENCE NORTH 38 DEGREES 46 MINUTES 26 SECONDS EAST (RECORD), NORTH 39 DEGREES 03 MINUTES 58 SECONDS EAST (MEASURED), ALONG A LINE 1 FOOT SOUTHEASTERLY OF AND PARALLEL WITH SAID RETAINING WALL, A DISTANCE OF 167.61 FEET (RECORD), 167.55 FEET (MEASURED); THENCE NORTH 02 DEGREES 51 MINUTES 05 SECONDS WEST (RECORD), NORTH 02 DEGREES 47 MINUTES 32 SECONDS WEST (MEASURED), ALONG A LINE 1 FOOT EASTERLY OF AND PARALLEL WITH SAID RETAINING WALL AND ITS NORTHERLY EXTENSION, A DISTANCE OF 188.52 FEET (RECORD), 188.53 FEET (MEASURED), TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE NORTH 89 DEGREES 58 MINUTES 17 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 756.96 FEET; THENCE SOUTH 28 DEGREES 41 MINUTES 48 SECONDS EAST, A DISTANCE OF 387.26 FEET, TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE SOUTH 89 DEGREES 55 MINUTES 42 SECONDS EAST, A DISTANCE OF 165.01 FEET; THENCE NORTH 12 DEGREES 17 MINUTES 24 SECONDS WEST, A DISTANCE OF 528.43 FEET; THENCE NORTH .00 DEGREES 29 MINUTES 48 SECONDS WEST, A DISTANCE OF 121.31 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 49 SECONDS EAST, A DISTANCE OF 48.53 FEET; THENCE SOUTH 43 DEGREES 09 MINUTES 26 SECONDS EAST, A DISTANCE OF 88.86 FEET; THENCE SOUTH 26 DEGREES 38 MINUTES 26 SECONDS EAST, A DISTANCE OF 58.12 FEET; THENCE SOUTH 12 DEGREES 20 MINUTES 49 SECONDS EAST, A DISTANCE OF 1034.47 FEET; THENCE SOUTH 47 DEGREES 26 MINUTES 05 SECONDS EAST, A DISTANCE OF 75.18 FEET; THENCE NORTH 63 DEGREES 30 MINUTES 55 SECONDS EAST, A DISTANCE OF 83.04 FEET; THENCE NORTH 25 DEGREES 01 MINUTE 42 SECONDS EAST, A DISTANCE OF 249.69 FEET; THENCE SOUTH 58 DEGREES 33 MINUTES 48 SECONDS EAST, A DISTANCE OF 201.22 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 25 SECONDS WEST, A DISTANCE OF 212.62 FEET; THENCE SOUTH 59 DEGREES 23 MINUTES 12 SECONDS EAST, A DISTANCE OF 173.03 FEET; THENCE SOUTH 24 DEGREES 23 MINUTES 20 SECONDS WEST, A DISTANCE OF 14.70 FEET, TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 546.44 FEET, AN ARC LENGTH OF 223.57 FEET AND CHORD BEARING SOUTH 11 DEGREES 50 MINUTES 51 SECONDS WEST; THENCE SOUTH 00 DEGREES 07 MINUTES 35 SECONDS WEST, A DISTANCE OF 732.53 FEET, TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE SOUTH 89 DEGREES 59 MINUTES 58 SECONDS EAST, ALONG SAID SOUTH

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9

LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 397.22 FEET, TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE SOUTH 00 DEGREES 09 MINUTES 15 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 615.70 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 45 SECONDS WEST, A DISTANCE OF 220.00 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 15 SECONDS WEST, A DISTANCE OF 269.00 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 45 SECONDS WEST, A DISTANCE OF 169.00 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 15 SECONDS WEST, A DISTANCE OF 83.00 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 45 SECONDS WEST, A DISTANCE OF 864.97 FEET, TO THE WESTERLY RIGHT OF WAY LINE OF THE EAST SKOKIE DRAINAGE DITCH; THENCE NORTH 18 DEGREES 34 MINUTES 49 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF THE EAST SKOKIE DRAINAGE DITCH, A DISTANCE OF 1017.37 FEET, TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 1031.83 FEET, TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE NORTH 00 DEGREES 01 MINUTE 07 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 1322.98 FEET, TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

ALSO KNOWN AS LOT 1 OF THAT CERTAIN PLAT OF RESUBDIVISION OF HIGHLAND PARK GOLF COURSE DATED JUNE 23, 2004 AND RECORDED IN THE LAKE COUNTY RECORDER OF DEEDS OFFICE ON NOVEMBER 10, 2004 AS DOCUMENT NUMBER 5679534.

5776327

10

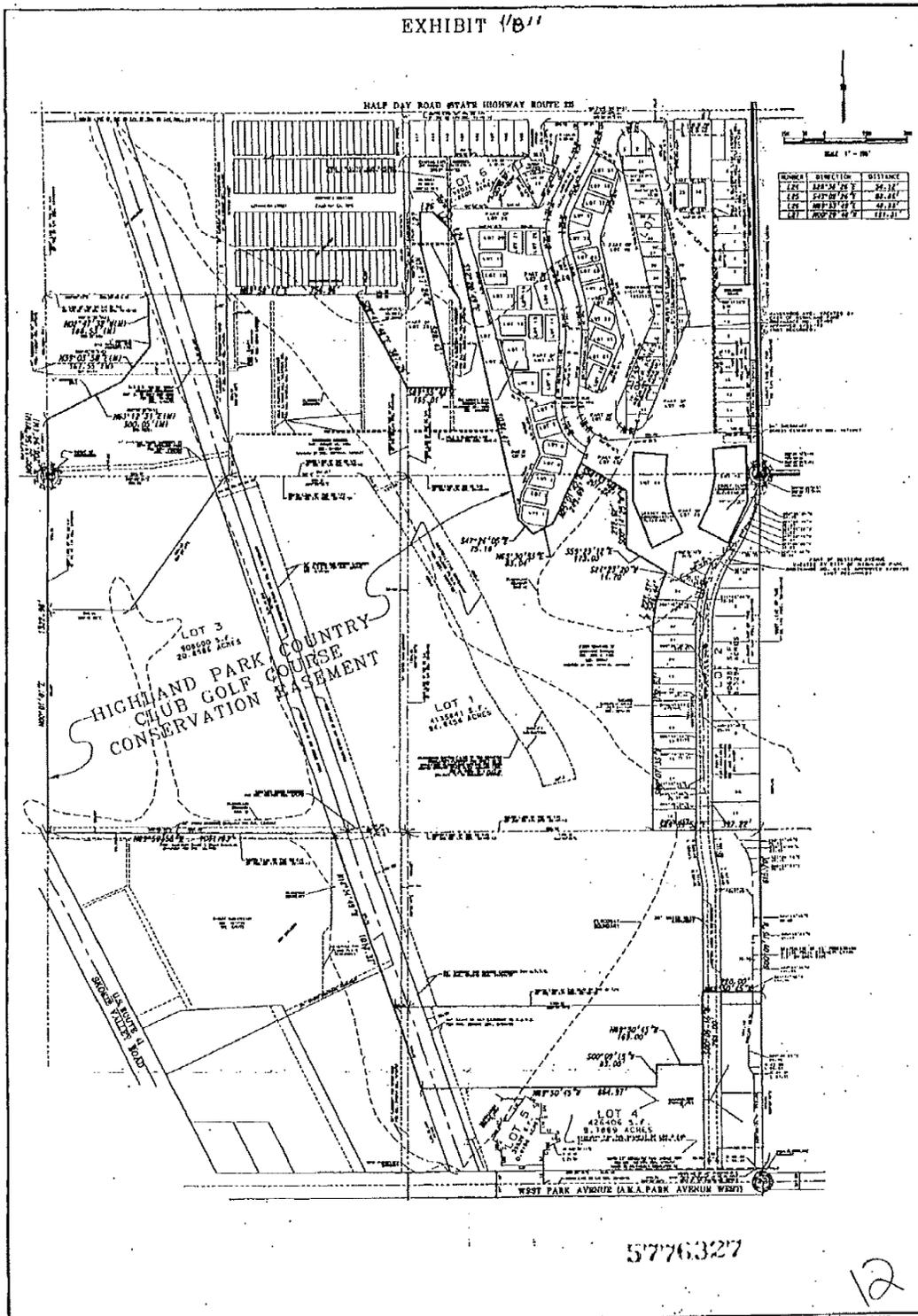
EXHIBIT B

PARCEL IDENTIFICATION MAP

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11

EXHIBIT 'B'



ROW	DIRECTION	WIDTH
1	WEST	20.00'
2	EAST	20.00'
3	WEST	20.00'
4	EAST	20.00'

LOT 3  
20,247 SQ. FT.

HIGHLAND PARK COUNTRY CLUB GOLF COURSE CONSERVATION EASEMENT

LOT 1  
41,500 S.F.  
9,300 ACRES

LOT 4  
48,000 S.F.  
1,100 ACRES

5776327

12

**MACKIE CONSULTANTS LLC**  
8215 WILSON RD, SUITE 400, ROSEMONT, IL 60068  
630-583-1000 FAX 630-583-1410  
ENGLISHTN PLANDRG DELVETDR

DATE	BY	DESCRIPTION
11/11/11	RENEE M. ALTON	CONTRACT
11/11/11	RENEE M. ALTON	CONTRACT

**HIGHLAND PARK COUNTRY CLUB GOLF COURSE CONSERVATION EASEMENT**  
HIGHLAND PARK, ILLINOIS

1 of 1  
PROJECT NUMBER: 5776327  
DATE: 11/11/11  
SCALE: AS SHOWN

EXHIBIT C

PROPERTY LEGAL DESCRIPTION ATTACHED TO THE ORIGINAL GOLF COURSE  
CONSERVATION EASEMENT

PARCEL 1:

THAT PART OF THE SOUTHWEST ¼ OF SECTION 15 AND THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHEASTERLY CORNER OF ALVIN C. GREEN'S GREENWOOD GARDEN ADDITION TO HIGHLAND PARK SUBDIVISION: THENCE NORTH 89 DEGREES 58 MINUTES 39 SECONDS WEST 437.86 FEET; THENCE SOUTH 0 DEGREES 42 MINUTES 47 SECONDS EAST 138.70 FEET; THENCE SOUTHEASTERLY ALONG AN ARC OF CIRCLE WHOSE RADIUS IS 185.00 FEET AND BEING CONVEX TO THE NORTHEAST, 260.47 FEET; THENCE SOUTH 0 DEGREES 42 MINUTES 47 SECONDS EAST 23.67 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 49 SECONDS WEST 50.00 FEET; THENCE NORTH 0 DEGREES 42 MINUTES 47 SECONDS WEST 23.14 FEET; THENCE NORTHWESTERLY ALONG AN ARC OF A CIRCLE WHOSE RADIUS IS 135.00 FEET, AND BEING CONVEX TO THE NORTHEAST, 141.37 FEET; THENCE SOUTH 29 DEGREES 17 MINUTES 13 SECONDS WEST 135.00 FEET; THENCE NORTH 30 DEGREES 42 MINUTES 47 SECONDS WEST 135.00 FEET; THENCE SOUTHWESTERLY ALONG AN ARC OF A CIRCLE WHOSE RADIUS IS 135.00 FEET, AND BEING CONVEX TO THE NORTHWEST, 141.37 FEET; THENCE SOUTH 0 DEGREES 42 MINUTES 47 SECONDS EAST 124.27 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 49 SECONDS WEST 190.54 FEET; THENCE NORTH 0 DEGREES 29 MINUTES 34 SECONDS WEST 52.00 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 49 SECONDS EAST 140.34 FEET; THENCE NORTH 0 DEGREES 42 MINUTES 47 SECONDS WEST 71.73 FEET; THENCE NORTHEASTERLY ALONG AN ARC OF A CIRCLE WHOSE RADIUS IS 185.00 FEET AND BEING CONVEX TO THE NORTHWEST, 260.47 FEET; THENCE NORTH 0 DEGREES 42 MINUTES 47 SECONDS WEST 4.07 FEET TO THE SOUTHEAST CORNER OF LOT 105 IN ALVIN C. GREENE'S GREENWOOD GARDENS ADDITION TO HIGHLAND PARK; THENCE SOUTH 89 DEGREES 53 MINUTES 49 SECONDS WEST 460.11 FEET ALONG THE SOUTH LINE OF SAID LOT 105 AND ITS WESTERLY EXTENSION THEREOF TO A POINT ON THE EAST LINE OF COMPTON'S ADDITION TO HIGHLAND PARK SUBDIVISION, SAID POINT ALSO LYING ON THE WEST LINE OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 15; THENCE SOUTH 0 DEGREES 29 MINUTES 48 SECONDS EAST 492.56 FEET ALONG THE EAST LINE OF SAID COMPTON'S ADDITION TO A POINT ON THE SOUTH LINE OF SAID COMPTON'S ADDITION, SAID POINT ALSO LYING ON THE SOUTH LINE OF THE EAST ½ OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 15; THENCE SOUTH 89 DEGREES 58 MINUTES 39 SECONDS WEST 654.48 FEET ALONG THE SOUTH LINE OF SAID COMPTON'S ADDITION TO A POINT ON THE WEST LINE OF VACATED ALVIN C. GREENE'S GREENWOOD GARDENS SUBDIVISION, SAID POINT ALSO LYING ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST ¼ OF THE SOUTHWEST 1/4 OF SECTION 15; THENCE SOUTH 0 DEGREES 32 MINUTES 51 SECONDS EAST 662.48 FEET ALONG THE WEST LINE OF SAID VACATED ALVIN C. GREENE'S GREENWOOD GARDENS TO THE MOST SOUTHWESTERLY CORNER THEREOF, SAID POINT ALSO LYING ON THE SOUTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 15; THENCE SOUTH 89 DEGREES 55 MINUTES 56 SECONDS WEST 653.96 FEET ALONG SAID SECTION LINE TO

13

5776327

THE NORTHWEST CORNER OF SECTION 22; THENCE SOUTH 0 DEGREES 00 MINUTES 25 SECONDS EAST 1323.02 FEET ALONG THE WEST LINE OF SECTION 22 TO A POINT ON THE SOUTH LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 22; THENCE NORTH 89 DEGREES 59 MINUTES 18 SECONDS EAST 1032.54 FEET ALONG SAID QUARTER QUARTER SECTION LINE TO A POINT ON THE WESTERLY LINE OF THE EAST SKOKIE DRAINAGE DITCH; THENCE SOUTH 18 DEGREES 32 MINUTES 28 SECONDS EAST 1396.84 FEET ALONG THE WESTERLY LINE OF SAID DRAINAGE DITCH TO A POINT ON THE SOUTH LINE OF THE NORTHWEST ¼ OF SECTION 22, THENCE SOUTH 89 DEGREES 57 MINUTES 13 SECONDS EAST 1132.24 FEET ALONG SAID SOUTH LINE TO A POINT ON THE EAST LINE OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 22; THENCE NORTH 0 DEGREES 08 MINUTES 28 SECONDS EAST 1825.93 FEET ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF LOT 6 IN FIRST ADDITION TO GREENWOOD GARDENS SUBDIVISION; THENCE SOUTH 89 DEGREES 52 MINUTES 46 SECONDS WEST 177.22 FEET ALONG THE SOUTH LINE OF SAID LOT 6 TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 0 DEGREES 05 MINUTES 44 SECONDS EAST 100.00 FEET ALONG THE WEST LINE OF SAID LOT 6 TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 89 DEGREES 51 MINUTES 25 SECONDS EAST 177.30 FEET ALONG THE NORTH LINE OF SAID LOT 6 TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO BEING ON THE EAST LINE OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 22; THENCE NORTH 0 DEGREES 08 MINUTES 28 SECONDS EAST 725.18 FEET ALONG SAID EAST LINE TO THE CENTERLINE OF CHICAGO AVENUE; THENCE SOUTH 89 DEGREES 55 MINUTES 42 SECONDS WEST 30.00 FEET ALONG SAID CENTERLINE TO ITS INTERSECTION WITH THE EAST LINE OF LOT 16 IN ALVIN C. GREENE'S GREENWOOD GARDENS SUBDIVISION, EXTENDED SOUTH; THENCE NORTH 0 DEGREES 25 MINUTES 17 SECONDS WEST 156.00 FEET ALONG THE EAST LINE OF SAID LOT 16 AND ITS SOUTHERLY EXTENSION THEREOF, SAID LINE ALSO BEING THE WEST LINE OF WESTERN AVENUE, TO THE SOUTHEAST CORNER OF LOT 15 IN SAID ALVIN C. GREENE'S GREENWOOD GARDENS; THENCE SOUTH 89 DEGREES 55 MINUTES 42 SECONDS WEST 136.00 FEET ALONG THE SOUTH LINE OF SAID LOT 15 TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 0 DEGREES 25 MINUTES 17 SECONDS WEST 530.19 FEET ALONG THE WEST LINE OF SAID LOT 15 AND ITS NORTHERLY EXTENSION THEREOF, TO A POINT ON THE SOUTH LINE OF LOT 29 IN SAID ALVIN C. GREENE'S GREENWOOD GARDENS, SAID POINT ALSO BEING ON THE NORTH LINE OF UNDERWOOD AVENUE; THENCE NORTH 89 DEGREES 57 MINUTES 23 SECONDS EAST 2.35 FEET ALONG THE SAID SOUTH LINE OF LOT 29 TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 0 DEGREES 32 MINUTES 24 SECONDS WEST 108.19 FEET TO THE NORTHEAST CORNER OF LOT 30 IN SAID ALVIN C. GREENE'S GREENWOOD GARDENS; THENCE SOUTH 89 DEGREES 55 MINUTES 50 SECONDS WEST 188.67 FEET ALONG THE NORTH LINE OF SAID LOT 30, AND ITS WESTERLY EXTENSION THEREOF TO A POINT ON THE EAST LINE OF LOT 37 IN ALVIN C. GREENE'S GREENWOOD GARDENS, SAID POINT ALSO BEING ON THE WEST LINE OF RAVENSWOOD AVENUE; THENCE NORTH 0 DEGREES 21 MINUTES 48 SECONDS WEST 495.04 FEET ALONG SAID WEST LINE OF RAVENSWOOD AVENUE TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF THE CENTER LINE OF THE EAST SKOKIE DRAINAGE DITCH, IN LAKE COUNTY, ILLINOIS.

5776327

14

PARCEL 2:

THAT PART OF THE NORTHWEST QUARTER OF NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE CENTER LINE OF THE EAST SKOKIE DRAINAGE DITCH, IN LAKE COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF VACATED PORTION OF ALVIN C. GREENE'S GREENWOOD GARDENS ADDITION TO HIGHLAND PARK, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 15; TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE FIRST ADDITION TO GREENWOOD GARDENS, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 25 FEET WEST OF THE SOUTHWEST CORNER OF LOT 112 IN ALVIN C. GREENE'S GREENWOOD GARDENS ADDITION; THENCE SOUTH ON A LINE 25 FEET NORTH OF THE SOUTH LINE OF UNDERWOOD AVENUE; THENCE WEST ALONG A LINE 25 FEET NORTH OF THE SOUTH LINE OF UNDERWOOD AVENUE TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15; THENCE SOUTH ON SAID WEST LINE TO THE SOUTH LINE OF CHICAGO AVENUE; THENCE EAST ON SAID SOUTH LINE TO THE WEST LINE OF COMPTON AVENUE IN THE FIRST ADDITION TO GREENWOOD GARDENS; THENCE SOUTH ON SAID WEST LINE TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22; THENCE EAST ON SAID SOUTH LINE TO THE SOUTHWEST CORNER OF LOT 12 IN THE FIRST ADDITION TO GREENWOOD GARDENS; THENCE NORTH ON THE WEST LINE OF LOTS 12 TO 17, BOTH INCLUSIVE, AND SAID WEST LINE EXTENDED NORTH TO THE SOUTHWEST CORNER OF LOT 18 IN SAID LAST MENTIONED SUBDIVISION; THENCE NORTHERLY ALONG THE WESTERLY LINE OF LOTS 18 TO 30, BOTH INCLUSIVE, IN SAID LAST MENTIONED SUBDIVISION TO THE SOUTH LINE OF CHICAGO AVENUE; THENCE NORTH ON SAID WEST LINE AS EXTENDED TO THE NORTH LINE OF CHICAGO AVENUE; THENCE WEST ON SAID NORTH LINE TO THE WEST LINE EXTENDED SOUTH OF LOT 48 IN ALVIN C. GREENE'S GREENWOOD GARDENS ADDITION TO HIGHLAND PARK; THENCE NORTH ON SAID WEST LINE AS EXTENDED AND THE WEST LINE OF LOTS 48 THROUGH 40 AND THE WEST LINE OF LOT 40 EXTENDED, AND THE WEST LINE OF LOTS 39 TO 31 TO THE SOUTH LINE OF LOT 77 IN THE LAST MENTIONED SUBDIVISION; THENCE WEST ON THE SOUTH LINE OF LOTS 77 TO 82, BOTH INCLUSIVE TO THE EASTERLY LINE OF GREENWOOD AVENUE; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF GREENWOOD AVENUE TO THE NORTHWEST CORNER OF LOT 71 TO THE NORTHEAST CORNER OF LOT 71; THENCE SOUTH ALONG THE EAST LINE OF LOT 71 TO THE SOUTHEAST CORNER OF LOT 71; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 71 AND SAID SOUTH LINE EXTENDED WESTERLY TO THE WEST LINE OF GREENWOOD AVENUE; THENCE NORTH ALONG THE WEST LINE OF GREENWOOD AVENUE TO THE NORTHEASTERLY CORNER OF LOT 83; THENCE SOUTHWESTERLY TO THE MOST SOUTHERN POINT OF LOT 83; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF LOT 83 TO THE EASTERLY LINE OF BLACKWOOD AVENUE; THENCE SOUTHERLY ALONG SAID EASTERLY LINE TO THE SOUTH LINE EXTENDED EAST OF LOT 118 IN SAID ALVIN C. GREENE'S GREENWOOD GARDENS ADDITION TO HIGHLAND PARK; THENCE WEST ON THE SOUTH LINE EXTENDED AND THE SOUTH LINE OF LOT 118 TO THE SOUTHWEST CORNER OF SAID LOT 118; THENCE NORTH ON

15

THE WEST LINE OF SAID LOT TO THE NORTHWEST CORNER OF SAID LOT 118; THENCE EAST ON THE NORTH OF LOT 118 TO THE WEST LINE OF BLACKWOOD AVENUE; THENCE NORTHERLY ON THE WEST LINE OF BLACKWOOD AVENUE TO THE SOUTHEAST CORNER OF LOT 105 IN SAID LAST MENTIONED SUBDIVISION; THENCE WEST ON THE SOUTH LINE OF LOTS 105 TO 112, BOTH INCLUSIVE, AND THE EXTENSION OF THE SOUTH LINE OF LOT 112, TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 4:

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EASTERLY OF THE WESTERLY LINE OF THE SKOKIE DRAINAGE DITCH AND NORTH OF THE NORTH LINE OF WEST PARK AVENUE (EXCEPTING THEREFROM THE EAST 216 FEET), IN LAKE COUNTY, ILLINOIS.

PARCEL 5:

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THE EAST 216 FEET), IN LAKE COUNTY, ILLINOIS.

PARCEL 6:

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THE EAST 216 FEET) AND ALSO, THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THAT AREA LYING WESTERLY OF THE WESTERLY RIGHT OF WAY LINE OF THE EAST SKOKIE DRAINAGE DITCH), IN LAKE COUNTY, ILLINOIS.

PARCEL 7:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THAT PART THEREOF LYING WESTERLY OF THE WESTERLY RIGHT OF WAY LINE OF EAST SKOKIE DRAINAGE DITCH), IN LAKE COUNTY, ILLINOIS.

PARCEL 8:

THAT PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF THE WESTERLY LINE OF THE SKOKIE DRAINAGE DITCH, IN LAKE COUNTY, ILLINOIS.

PARCEL 9:

ALL OF LOTS 16 TO 50; LOT 51 (EXCEPT THAT PART HEREOF LYING WEST OF THE WEST LINE OF LOT 48 EXTENDED SOUTH) AND ALL OF LOTS 75 TO 82, ALL IN ALVIN C. GREENE'S GREENWOOD GARDENS ADDITION TO HIGHLAND PARK, BEING A

5776327

SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 25, 1924 AS DOCUMENT NUMBER 244864, IN BOOK "N" OF PLATS, PAGE 34, IN LAKE COUNTY, ILLINOIS.

PARCEL 10:

THE EAST 150 FEET OF THE NORTH 10 ACRES (EXCEPTING THEREFROM THE WEST 925 FEET) OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 11:

THE EAST 150 FEET OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LESS THAT PART WEST OF THE WESTERLY RIGHT OF WAY LINE OF THE EAST SKOKIE DRAINAGE DITCH, IN LAKE COUNTY, ILLINOIS.

PARCEL 12:

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE CENTER LINE OF THE EAST SKOKIE DRAINAGE DITCH, IN LAKE COUNTY, ILLINOIS.

PARCEL 13:

ALL THAT PART OF UNDERWOOD AVENUE AS SHOWN ON THE PLAT OF ALVIN C. GREENE'S GREENWOOD GARDENS ADDITION TO HIGHLAND PARK VACATED BY ORDINANCE PASSED AND APPROVED JULY 12, 1965 AND RECORDED JULY 21, 1965 AS DOCUMENT NUMBER 1270127, LYING WEST OF THE WEST LINE OF EASTWOOD AVENUE, (NOW KNOWN AS RAVENSWOOD AVENUE) AND LYING EAST OF THE WEST LINE OF LOT 39 IN SAID SUBDIVISION EXTENDED SOUTH, IN LAKE COUNTY, ILLINOIS.

PARCEL 14:

LOTS 1 TO 30, EXCEPT LOT 6, IN FIRST ADDITION TO GREENWOOD GARDENS, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 4, 1925 AS DOCUMENT NUMBER 258637, IN BOOK "O" OF PLATS, PAGE 8, IN LAKE COUNTY, ILLINOIS.

PARCEL 15:

ALL THAT PART OF ONWENTSIA AVENUE AS SHOWN ON THE PLAT OF FIRST ADDITION TO GREENWOOD GARDENS AFORESAID VACATED BY ORDINANCE PASSED AND APPROVED ON JULY 12, 1965 AND RECORDED JULY 21, 1965 AS DOCUMENT NUMBER

1270126 LYING WEST OF THE WEST LINE OF WESTERN AVENUE AND EAST OF THE WEST LINE OF LOT 18, EXTENDED SOUTH, IN LAKE COUNTY, ILLINOIS.

PARCEL 16:

LEASEHOLD ESTATE CREATED BY A CERTAIN INDENTURE OF LEASE MADE BY THE NORTH SHORE SANITARY DISTRICT, AS LESSOR, TO HIGHLAND PARK COUNTRY CLUB, INC., AS LESSEE, DATED SEPTEMBER 8, 1965 AND RECORDED SEPTEMBER 13, 1965 AS DOCUMENT NUMBER 1276978, DEMISING THE SUBJECT LAND FOR A TERM OF 10 YEARS COMMENCING ON THE DAY OF EXECUTION OF THE LEASE, THE FOLLOWING DESCRIBED PREMISES: THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SAID SOUTHWEST QUARTER OF SECTION 15 AFORESAID, LOCATED EAST OF THE EAST LINE OF THE EAST SKOKIE DRAINAGE DITCH, IN LAKE COUNTY, ILLINOIS.

PARCEL 17:

LEASEHOLD ESTATE CREATED BY A CERTAIN INDENTURE OF LEASE MADE BY NORTH SHORE SANITARY DISTRICT, TO HIGHLAND PARK COUNTRY CLUB, INC., DATED JUNE 29, 1965 AND RECORDED JULY 20, 1965 AS DOCUMENT NUMBER 1270017, DEMISING THE SUBJECT LAND FOR A TERM OF 20 YEARS COMMENCING ON THE DAY OF EXECUTION OF THE LEASE, THE FOLLOWING DESCRIBED PREMISES: THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15 LYING EAST OF THE EAST LINE OF THE EAST SKOKIE DRAINAGE DITCH, IN LAKE COUNTY, ILLINOIS.

PARCEL 18:

LOT 71 IN ALVIN C. GREENE'S GREENWOOD GARDENS ADDITION TO HIGHLAND PARK, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 25, 1924 AS DOCUMENT NUMBER 244864, IN BOOK "N" OF PLATS, PAGE 34, IN LAKE COUNTY, ILLINOIS.

PARCEL 19:

A PARCEL OF LAND BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 173.75 FEET TO THE EAST LINE OF WESTERN AVENUE; THENCE SOUTHERLY ALONG SAID EAST LINE OF WESTERN AVENUE TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE EAST ALONG SAID SOUTH LINE OF NORTH HALF OF THE SOUTHEAST QUARTER A DISTANCE OF 150 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE NORTH ALONG SAID EAST LINE, A DISTANCE OF 662.795 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

*EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:*

5776327

196

CITY OF HIGHLAND PARK PUBLIC WORKS CAMPUS:

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 43 NORTH, RANGE 12 EAST, OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH LOTS 11 THROUGH 16, BOTH INCLUSIVE, AND LOTS 21 THROUGH 38, BOTH INCLUSIVE, IN BLOCK 1, AND LOTS 17 THROUGH 32, BOTH INCLUSIVE, IN BLOCK 2 IN COMPTON'S ADDITION TO HIGHLAND PARK, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF SAID SECTION 15, ACCORDING TO THE PLAT THEREOF, RECORDED MAY 23, 1876 IN BOOK "A" OF PLATS, PAGE 36, IN LAKE COUNTY, ILLINOIS; AND TOGETHER WITH THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 15; THENCE ON AN ASSUMED BEARING OF NORTH 0 DEGREES 56 MINUTES 12 SECONDS WEST, ALONG THE WEST LINE OF SECTION 15, A DISTANCE OF 208.72 FEET TO AN IRON PIPE, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES 56 MINUTES 12 SECONDS WEST, ALONG WEST LINE OF SECTION 15, A DISTANCE OF 453.49 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15; THENCE NORTH 89 DEGREES 42 MINUTES 00 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 370.30 FEET TO AN IRON PIPE; THENCE SOUTH 2 DEGREES 51 MINUTES 05 SECONDS EAST ALONG A LINE 1 FOOT EASTERLY OF AND PARALLEL WITH A CONCRETE RETAINING WALL AND ITS NORTHERLY EXTENSION A DISTANCE OF 188.52 FEET TO AN IRON PIPE; THENCE SOUTH 38 DEGREES 46 MINUTES 26 SECONDS WEST ALONG A LINE 1 FOOT EASTERLY OF AND PARALLEL WITH SAID RETAINING WALL A DISTANCE OF 167.61 FEET TO AN IRON PIPE; THENCE SOUTH 62 DEGREES 57 MINUTES 48 SECONDS WEST ALONG A LINE 1 FOOT SOUTHEASTERLY OF AND PARALLEL WITH SAID RETAINING WALL AND ITS SOUTHWESTERLY EXTENSION A DISTANCE OF 300.10 FEET TO THE POINT OF BEGINNING;  
ALL IN LAKE COUNTY, ILLINOIS AND CONTAINING 16.96 ACRES MORE OR LESS (739085 SQUARE FEET, MORE OR LESS).

GOLF LEARNING CENTER:

THAT PART OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE 3<sup>rd</sup> PRINCIPLE MERIDIAN, IN THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 22; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION 22, A DISTANCE OF 1000 FEET; THENCE DEFLECTING TO THE RIGHT THROUGH AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A DISTANCE OF 300 FEET; THENCE SOUTHERLY ALONG A LINE 300 FEET EASTERLY OF AND PARALLEL WITH THE SAID WEST LINE TO A POINT ON A LINE 350 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 22; THENCE EASTERLY ALONG THE SAID PARALLEL LINE TO A POINT ON THE CENTERLINE OF THE EAST SKOKIE DRAINAGE DITCH, A DISTANCE OF 690 FEET, MORE OR LESS; THENCE SOUTHEASTERLY ALONG THE SAID CENTERLINE, A DISTANCE OF 370 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE NORTHWEST ¼

5776327

19

OF THE NORTHWEST ¼ OF SECTION 22; THENCE WESTERLY ALONG THE SAID SOUTH LINE, A DISTANCE OF 1090 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CLUBHOUSE PARCEL:

THAT PART OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE 3<sup>rd</sup> PRINCIPLE MERIDIAN, IN THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST ¼ OF SECTION 22; THENCE NORTHERLY ALONG THE EAST LINE OF THE NORTHWEST ¼ OF SAID SECTION 22, A DISTANCE OF 710 FEET; THENCE DEFLECTING TO THE LEFT THROUGH AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A DISTANCE OF 220 FEET; THENCE DEFLECTING TO THE LEFT THROUGH AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A DISTANCE OF 250 FEET; THENCE DEFLECTING TO THE RIGHT THROUGH AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A DISTANCE OF 400 FEET; THENCE DEFLECTING TO THE LEFT THROUGH AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A DISTANCE OF 120 FEET; THENCE DEFLECTING TO THE RIGHT THROUGH AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A DISTANCE OF 360 FEET; THENCE DEFLECTING TO THE RIGHT THROUGH AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A DISTANCE OF 120 FEET; THENCE DEFLECTING TO THE LEFT THROUGH AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, A DISTANCE OF 260 FEET, MORE OR LESS, TO A POINT ON THE CENTERLINE OF THE EAST SKOKIE DRAINAGE DITCH; THENCE SOUTHEASTERLY ALONG THE SAID CENTERLINE TO A POINT ON THE SOUTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 22, SAID LINE ALSO BEING THE CENTERLINE OF WEST PARK AVENUE; THENCE EASTERLY ALONG THE SAID SOUTH LINE TO THE POINT OF BEGINNING.

HIGHLAND PARK WOODS PARCEL:

LOTS 7 THROUGH 11, INCLUSIVE, TOGETHER WITH THAT PORTION OF WESTERN AVENUE ADJOINING AND LYING WESTERLY OF SAID LOTS IN THE FIRST ADDITION TO GREENWOOD GARDENS, BEING A SUBDIVISION OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF HIGHLAND PARK, LAKE COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 11; THENCE NORTHERLY ALONG THE EAST LINE OF SAID SUBDIVISION, SAID LINE ALSO BEING THE EAST LINE OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 22, A DISTANCE OF 500 FEET TO THE NORTHEAST CORNER OF SAID LOT 7; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 7 AND IT'S EXTENSION, A DISTANCE OF 237.22 FEET TO THE WEST LINE OF WESTERN AVENUE; THENCE SOUTHERLY ALONG THE SAID WEST LINE, A DISTANCE OF 500 FEET TO THE SOUTH LINE OF SAID SUBDIVISION; THENCE EASTERLY ALONG THE SAID SOUTH LINE, A DISTANCE OF 236.82 FEET TO THE POINT OF BEGINNING.

5776327

20

EXHIBIT D

WOODS PROPERTY LEGAL DESCRIPTION

LOTS 1 TO 30, EXCEPT LOT 6, AND LOTS 7 THROUGH 11, INCLUSIVE, IN FIRST ADDITION TO GREENWOOD GARDENS, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 4, 1925 AS DOCUMENT NUMBER 258637, IN BOOK "0" OF PLATS, PAGE 8, IN LAKE COUNTY, ILLINOIS.

AND ALSO ALL THAT PART OF ONWENTSIA AVENUE AS SHOWN ON THE PLAT OF FIRST ADDITION TO GREENWOOD GARDENS AFORESAID VACATED BY ORDINANCE PASSED AND APPROVED ON JULY 12, 1965 AND RECORDED JULY 21, 1965 AS DOCUMENT NUMBER 1270126 LYING WEST OF THE WEST LINE OF WESTERN AVENUE AND EAST OF THE WEST LINE OF LOT 18, EXTENDED SOUTH, IN LAKE COUNTY, ILLINOIS.

5776327

21

EXHIBIT E

PLAT OF RESUBDIVISION

5776327

22

EXHIBIT F

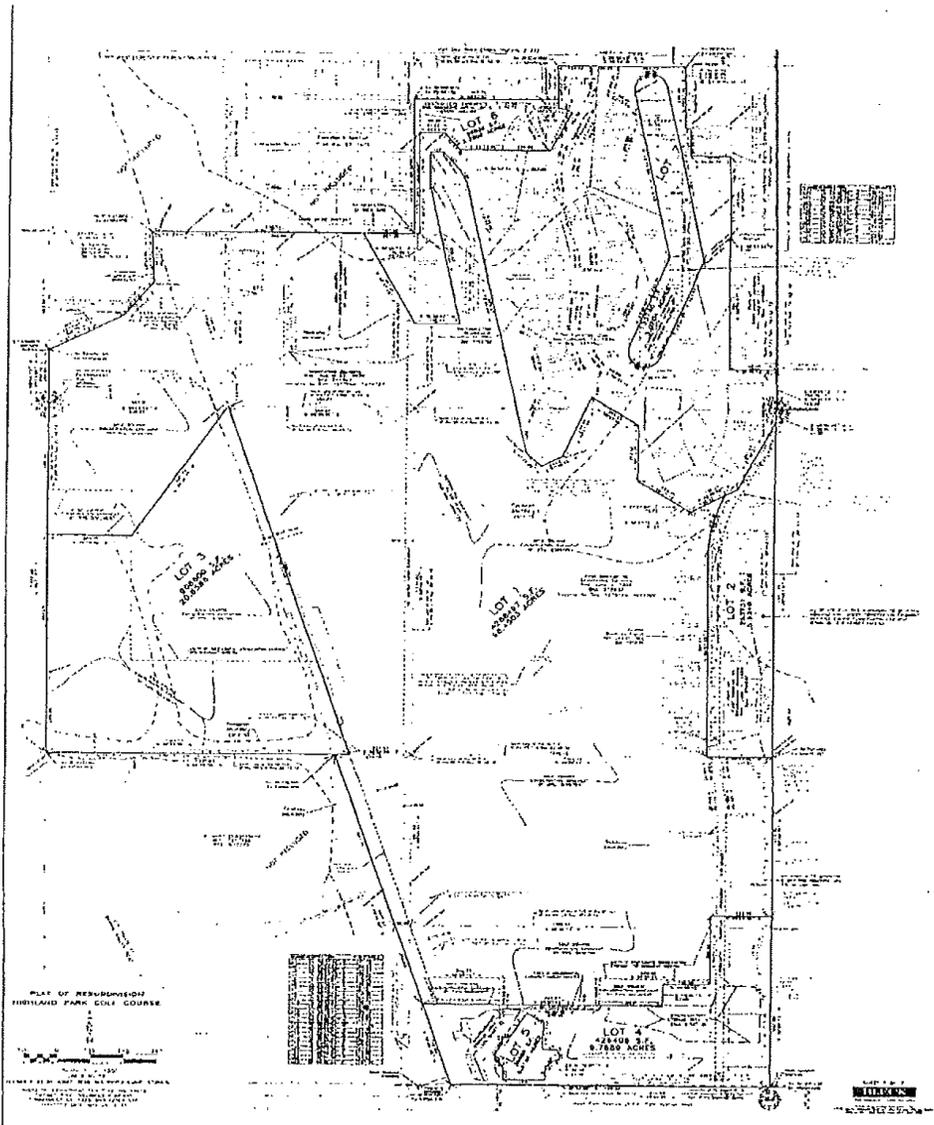
DESCRIPTION OF THE CONDITION OF AND ANY IMPROVEMENTS ON THE PROPERTY

AN "ECOLOGICAL ASSESSMENT OF THE 38-ACRE PARCEL IN THE SOUTHEAST CORNER OF HIGHWAY 41 AND ROUTE 32, HIGHLAND PARK ILLINOIS" ("ASSESSMENT") WAS PREPARED BY JOHN L. LARSON, PH.D. AND SUSAN M. LEHNHARDT OF APPLIED ECOLOGICAL SERVICES, INC. IN JULY, 2001, THE TERMS OF WHICH ARE HEREBY INCORPORATED BY REFERENCE. A TRUE AND COMPLETE COPY OF THE ASSESSMENT WAS DELIVERED BY GRANTOR TO GRANTEE, AND EACH OF GRANTOR AND GRANTEE SHALL HEREAFTER RETAIN A COPY OF THE ASSESSMENT IN THEIR RESPECTIVE FILES.

5776327

24

Exhibit "E"



5776327

23



Image# 041862280009 Type: AMD  
 Recorded: 08/12/2007 at 10:58:21 AM  
 Receipt#: 2007-00028773  
 Total Amt: \$0.00 Page 1 of 9  
 IL Rental Housing Fund: \$0.00  
 Lake County IL Recorder  
 Mary Ellen Vanderventer Recorder  
 File **6195870**

**SECOND AMENDMENT TO GRANT OF CONSERVATION RIGHT AND EASEMENT**

**(HIGHLAND PARK COUNTRY CLUB GOLF COURSE PARCEL)**

**THIS SECOND AMENDMENT TO GRANT OF CONSERVATION RIGHT AND EASEMENT** is made and entered into as of the 9 day of April, 2007, by the **CITY OF HIGHLAND PARK ("Grantor")**, an Illinois home rule municipal corporation organized and existing under the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, having an address at 1707 St. John's Avenue, Highland Park, Illinois 60035, in favor of **LAKE COUNTY FOREST PRESERVE DISTRICT ("Grantee")**, a body politic and corporate organized and existing under the Illinois Downstate Forest Preserve Act, 70 ILCS 805/0.001 *et seq.*, having an address at 2000 North Milwaukee Avenue, Libertyville, Illinois 60048.

**WITNESSETH:**

**WHEREAS**, Grantor is the owner in fee simple of the real property ("**Property**") consisting of approximately 105 acres more particularly described in **Exhibit A** attached hereto and commonly known as the golf course of the Highland Park Country Club, and as depicted on the map attached hereto as **Exhibit B**; and

**WHEREAS**, Grantor has prepared various plans depicting a Green Space Corridor and Greenways Plan comprised of property owned by Grantor and Grantee, as well as the Park District of Highland Park ("**Park District**"), and that includes a linked trail system upon their respective properties; and

**WHEREAS**, the Property has significant recreational, scenic and aesthetic value to Grantor, Grantee, and to the general public, and has been developed and used as a public golf course with a variety of water features including wetlands, ponds, woodlands and streams (collectively, "**Conservation Values**"); and

**WHEREAS**, as contemplated in that certain Intergovernmental Agreement dated as of April 22, 2002, ("**Intergovernmental Agreement**") between Grantor, Grantee, and Park District, Grantor and Grantee desire and intend that the Conservation Values of the Property be preserved and maintained into perpetuity; and

**WHEREAS**, Grantee is a body politic and corporate organized and existing under the Illinois Downstate Forest Preserve Act, 70 ILCS 805/0.001 *et seq.*, a publicly supported, tax exempt municipal organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code, whose primary purpose is the preservation, protection or enhancement of land in its natural, scenic, and open space condition; and

*JR*  
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**EXECUTION COPY**

**WHEREAS**, the Intergovernmental Agreement contemplates and requires that Grantor will grant and convey a conservation easement to Grantee; and

**WHEREAS**, to ensure the protection into perpetuity of the Property's Conservation Values, and pursuant to the requirements of the Real Property Conservation Rights Act, 765 ILCS 120, as well as the Intergovernmental Agreement, Grantor conveyed to Grantee the right to preserve and protect the Conservation Values of the Property by that certain Grant of Conservation Right and Easement (Highland Park Country Club Golf Course Parcel) dated June 19, 2002 and recorded in the Lake County Recorder of Deeds Office on December 31, 2002 as Document Number 5080789, as amended by that certain First Amendment to Grant of Conservation Right and Easement dated April 25, 2005, and recorded in the Lake County Recorder of Deeds Office on May 5, 2005 as Document Number 5776327 (collectively, the "**Golf Course Conservation Right and Easement**") against the property more particularly described in **Exhibit A** attached hereto and commonly known as the golf course of the Highland Park Country Club, and as depicted on the map attached hereto as **Exhibit B**; and

**IN CONSIDERATION** of the foregoing recitals, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

**1. CORRECTION OF LEGAL DESCRIPTION OF THE PROPERTY.**

In order to correct the legal description of the Property to accurately describe the Property subject to the Golf Course Conservation Right of Easement, **Exhibit A** to the Golf Course Conservation Right and Easement, as heretofore amended, is hereby further amended by deleting it in its entirety and by substituting **Exhibit A** to this Second Amendment to Grant of Conservation Right and Easement in its place.

**2. RECORDATION.**

Grantee shall record this instrument in the Office of the Lake County Recorder of Deeds, Illinois, and may re-record it at any time or times as Grantee may, in its sole discretion, deem it advisable to preserve its rights in this Second Amendment to Grant of Conservation Right and Easement. Grantee may, prior to the fortieth (40th) anniversary of the date of this Second Amendment to Grant of Conservation Right and Easement and at such other times as Grantee deems necessary, record a claim pursuant to the Illinois Code of Civil Procedure, 735 ILCS 5/13-1 18, for the purpose of preserving the lien of this Second Amendment to Grant of Conservation Right and Easement in perpetuity. Nothing contained in this paragraph shall be deemed to constitute an acknowledgment that any such recording is necessary, however, and Grantor and Grantee expressly acknowledge that no such recording is necessary in order to perpetuate the validity or enforceability of this Second Amendment to Grant of Conservation Right and Easement.

**3. RATIFICATION.**

The Golf Course Conservation Right and Easement, as amended by this Second Amendment to Grant of Conservation Right and Easement, is hereby ratified and confirmed. Except as expressly modified or amended in this Second Amendment to Grant of Conservation Right and Easement, all terms, conditions, and provisions of the Golf Course Conservation Right and Easement shall remain in full force and effect; provided, however, that any other provision of the Golf Course Conservation Right and Easement shall be deemed modified as

**EXECUTION COPY**

necessary to give practical effect to the provisions of this Second Amendment to Grant of Conservation Right and Easement. To the extent that the terms and provisions of this Second Amendment to Grant of Conservation Right and Easement conflict with the Golf Course Conservation Right and Easement, the terms and provisions of this Second Amendment to Grant of Conservation Right and Easement shall control.

**IN WITNESS WHEREOF** Grantor and Grantee have set their hands on the day and year first above written.

[SIGNATURE PAGES FOLLOW]

EXECUTION COPY

ATTEST:

Shirley Fitzgerald  
City Clerk

CITY OF HIGHLAND PARK  
By: [Signature]  
City Manager

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF LAKE )

The foregoing instrument was acknowledged before me on 23 May, 2007, by David Lemardi, the City Manager, and Shirley Fitzgerald, the City Clerk of THE CITY OF HIGHLAND PARK, an Illinois home rule municipal corporation, which individuals are known to me to be the identical persons who signed the foregoing instrument as such officers of the municipal corporation for and on behalf of said municipal corporation, and that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of the municipal corporation, for the uses and purposes therein mentioned.

Given under my hand and official seal this 23 day of May, 2007.



[Signature]  
Signature of Notary

SEAL

My Commission expires: 12.9.08



EXECUTION COPY

ATTEST:

LAKE COUNTY FOREST PRESERVE  
DISTRICT

Julie Cagnoni  
Its: ASSISTANT BOARD SECRETARY

Bonnie Thomson Carter  
Its: PRESIDENT

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF LAKE )

The foregoing instrument was acknowledged before me on April 19, 2007, by Bonnie Thomson Carter the President and Julie Cagnoni, the Assistant Secretary of THE LAKE COUNTY FOREST PRESERVE DISTRICT, an Illinois special district, which individuals are known to me to be the identical persons who signed the foregoing instrument as such officers of the special district for and on behalf of said special district, and that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of the special district, for the uses and purposes therein mentioned.

Given under my hand and official seal this 19<sup>th</sup> day of April, 2007.



SEAL

Marie Shields  
Signature of Notary

My Commission expires: 03/07/08

THIS DOCUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:

Steven M. Elrod  
Holland & Knight LLP  
131 South Dearborn  
30th Floor  
Chicago, Illinois 60603

# 2241595\_v3

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EXHIBIT A

PROPERTY LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 15, AND THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE ON AN ASSUMED BEARING NORTH 00 DEGREES 56 MINUTES 12 SECONDS WEST (RECORD), NORTH 00 DEGREES 33 MINUTES 56 SECONDS WEST (MEASURED), ALONG THE WEST LINE OF SAID SECTION 15, A DISTANCE OF 208.72 FEET (RECORD) 208.94 FEET (MEASURED); THENCE NORTH 62 DEGREES 57MINUTES 48 SECONDS EAST (RECORD), NORTH 63 DEGREES 12 MINUTES 31 SECONDS EAST (MEASURED), ALONG A LINE 1 FOOT SOUTHEASTERLY OF AND PARALLEL WITH A CONCRETE RETAINING WALL AND ITS SOUTHWESTERLY EXTENSION, A DISTANCE OF 300.10 FEET (RECORD), 300.05 FEET (MEASURED); THENCE NORTH 38 DEGREES 46 MINUTES 26 SECONDS EAST (RECORD), NORTH 39 DEGREES 03 MINUTES 58 SECONDS EAST (MEASURED), ALONG A LINE 1 FOOT SOUTHEASTERLY OF AND PARALLEL WITH SAID RETAINING WALL, A DISTANCE OF 167.61 FEET (RECORD), 167.55 FEET (MEASURED); THENCE NORTH 02 DEGREES 51 MINUTES 05 SECONDS WEST (RECORD), NORTH 02 DEGREES 47 MINUTES 32 SECONDS WEST (MEASURED), ALONG A LINE 1 FOOT EASTERLY OF AND PARALLEL WITH SAID RETAINING WALL AND ITS NORTHERLY EXTENSION, A DISTANCE OF 188.52 FEET (RECORD), 188.53 FEET (MEASURED), TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE NORTH 89 DEGREES 58 MINUTES 17 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 756.96 FEET; THENCE SOUTH 28 DEGREES 41 MINUTES 48 SECONDS EAST, A DISTANCE OF 387.26 FEET, TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE SOUTH 89 DEGREES 55 MINUTES 42 SECONDS EAST, A DISTANCE OF 165.01 FEET; THENCE NORTH 12 DEGREES 17 MINUTES 24 SECONDS WEST, A DISTANCE OF 528.43 FEET; THENCE NORTH .00 DEGREES 29 MINUTES 48 SECONDS WEST, A DISTANCE OF 121.31 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 49 SECONDS EAST, A DISTANCE OF 48.53 FEET; THENCE SOUTH 43 DEGREES 09 MINUTES 26 SECONDS EAST, A DISTANCE OF 88.86 FEET; THENCE SOUTH 26 DEGREES 38 MINUTES 26 SECONDS EAST, A DISTANCE OF 58.12 FEET; THENCE SOUTH 12 DEGREES 20 MINUTES 49 SECONDS EAST, A DISTANCE OF 1034.47 FEET; THENCE SOUTH 47 DEGREES 26 MINUTES 05 SECONDS EAST, A DISTANCE OF 75.18 FEET; THENCE NORTH 63 DEGREES 30 MINUTES 55 SECONDS EAST, A DISTANCE OF 83.04 FEET; THENCE NORTH 25 DEGREES 01 MINUTE 42 SECONDS EAST, A DISTANCE OF 249.69 FEET; THENCE SOUTH 58 DEGREES 33 MINUTES 48 SECONDS EAST, A DISTANCE OF 201.22 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 25 SECONDS WEST, A DISTANCE OF 212.62 FEET; THENCE SOUTH 59 DEGREES 23 MINUTES 12 SECONDS EAST, A DISTANCE OF 173.03 FEET; THENCE SOUTH 24 DEGREES 23 MINUTES 20 SECONDS WEST, A DISTANCE OF 14.70 FEET, TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 546.44 FEET, AN ARC LENGTH OF 223.57 FEET AND CHORD BEARING SOUTH 11 DEGREES 50 MINUTES 51 SECONDS WEST; THENCE SOUTH 00 DEGREES 07 MINUTES 35 SECONDS WEST, A DISTANCE OF 732.53 FEET, TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE SOUTH 89 DEGREES 59 MINUTES 58 SECONDS EAST, ALONG SAID SOUTH

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A-1

LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 397.22 FEET, TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE SOUTH 00 DEGREES 09 MINUTES 15 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 615.70 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 45 SECONDS WEST, A DISTANCE OF 220.00 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 15 SECONDS WEST, A DISTANCE OF 269.00 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 45 SECONDS WEST, A DISTANCE OF 169.00 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 15 SECONDS WEST, A DISTANCE OF 83.00 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 45 SECONDS WEST, A DISTANCE OF 864.97 FEET, TO THE WESTERLY RIGHT OF WAY LINE OF THE EAST SKOKIE DRAINAGE DITCH; THENCE NORTH 18 DEGREES 34 MINUTES 49 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF THE EAST SKOKIE DRAINAGE DITCH, A DISTANCE OF 1017.37 FEET, TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 1031.83 FEET, TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE NORTH 00 DEGREES 01 MINUTE 07 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 1322.98 FEET, TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

ALSO KNOWN AS LOTS 1 AND 3 OF THAT CERTAIN PLAT OF RESUBDIVISION OF HIGHLAND PARK GOLF COURSE DATED JUNE 23, 2004 AND RECORDED IN THE LAKE COUNTY RECORDER OF DEEDS OFFICE ON NOVEMBER 10, 2004 AS DOCUMENT NUMBER 5679534.

**EXHIBIT B**  
**PARCEL IDENTIFICATION MAP**

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B-1

Doc Number: 6195870 Page 8 of 9



# Exhibit B: Parcel Identification Map

**Legend**  
 LOTS 1 & 2 OF PLOT OF REDEVELOPMENT  
 OF THE NORTH SIDE OF RIVERWOODS  
 25 JUNE 2004, RECORDED AS  
 8889824 ON 10 NOVEMBER 2004



Lake County Forest Preserve District  
 Dept. of Land Preservation & Special Projects  
 21600 Riverwoods Road  
 Deerfield, Illinois 60015  
 847-988-3351

Prepared using information from:  
 Lake County Dept. of Information & Technology  
 GIS/Mapping Division  
 18 North County Street  
 Wheeling, Illinois 60091-4307  
 847-980-6373  
 Map Prepared 17 May 2007

Courtesy: City of Chicago  
 Property boundaries indicated are provided  
 for general information only. They are not  
 and flood levels shown are approximations and  
 should not be used to determine suitability for  
 structures or as a basis for purchasing property.  
 2003 Aerial Photo





Image# 060118660029 Type: AMD  
Recorded: 12/10/2020 at 12:21:35 PM  
Receipt#: 2020-00090382  
Page 1 of 29

Lake County IL Recorder  
Mary Ellen Vanderventer Recorder  
File **7725972**

*Mary Ellen  
Vanderventer*  
Lake County RECORDER OF DEEDS

## RECORDING COVERSHEET

- NON-STANDARD DOCUMENT
- RE-RECORDED DOCUMENT - previously recorded as document number

(Lake County numbers consist of 7 Digits)

PLEASE ALSO STATE THE REASON FOR RE-RECORDING IN THE BOX BELOW

- A "re-recorded document" refers to the recording of a previously recorded document and is used to correct or modify the document after the original recording.
- The changes or additions reflected by the re-recording should be made on either the original document or on a certified copy and then attached to this coversheet.
- For the convenience of title searchers, no pages or information should be deleted from the original. Corrections should be made by crossing out the incorrect version and adding the correct information. This allows the searcher to easily identify the before and after versions.

**Please update the following information when re-recording**

Submitted By:  
 Ken Jones - Lake Co. Forest Preserves  
 1899 W Winchester Rd  
 Libertyville, IL 60073

Return To:  
 Ken Jones - Lake Co. Forest Preserves  
 1899 W Winchester Rd  
 Libertyville, IL 60073

*1 plat  
27/88*

**THIRD AMENDMENT TO GRANT OF CONSERVATION RIGHT AND EASEMENT**  
**(HIGHLAND PARK COUNTRY CLUB GOLF COURSE PARCEL)**

THIS THIRD AMENDMENT TO GRANT OF CONSERVATION RIGHT AND EASEMENT ("Amendment") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2020, by the PARK DISTRICT OF HIGHLAND PARK ("Grantor"), an Illinois special district organized and existing under the Illinois Park District Code, 70 ILCS 1205 et seq., having an address at 636 Ridge Road, Highland Park, Illinois 60035 and LAKE COUNTY FOREST PRESERVE DISTRICT ("Grantee"), a body politic and corporate organized and existing under the Illinois Downstate Forest Preserve Act, 70 ILCS 805/0.001 et seq., having an address at 1899 West Winchester Road, Libertyville, Illinois. Grantor and Grantee are the "Parties." In consideration of the provisions below, the Parties agree as follows:

**Section 1. Recitals.**

A. As required by that certain Intergovernmental Agreement dated as of April 22, 2002 ("Intergovernmental Agreement") between Grantor, Grantee, and the City of Highland Park (the "City"), the City, as the then owner of the Property, conveyed to Grantee the right to preserve and protect the Conservation Values of the Property by that certain "Grant of Conservation Right and Easement (Highland Park Country Club Golf Course Parcel)" dated June 18, 2002 and recorded in the Lake County Recorder of Deeds Office on December 23, 2002 as Document Number 5080789 (the "Original Conservation Easement"), as amended by that certain First Amendment to Grant of Conservation Right and Easement dated April 25, 2005, and recorded in the Lake County Recorder of Deeds Office on May 5, 2005 as Document Number 5776327 (the "First Amendment"), and that certain Second Amendment to Grant of Conservation Right and Easement dated April 9, 2007, and recorded in the Lake County Recorder of Deeds Office on June 12, 2007 as Document Number 6195870 ("Second Amendment"; the Original Conservation Easement, as amended by the First Amendment and the Second Amendment is collectively, the "Conservation Easement").

B. The Property that is subject to the Conservation Easement is (i) legally described in Exhibit A to the Second Amendment, which Exhibit A, for convenience, is also attached to this Amendment and (ii) is also legally described as Lot 1, 6 and 7 of the Highland Park Golf Course Plat of Resubdivision, recorded November 10, 2004 as document number 5679534, in Lake County, Illinois.

C. After approval of the Second Amendment, the City (which was the original grantor of the Conservation Easement) sold the Property to Grantor. As such, Grantor is the successor to the City under the Conservation Easement and, pursuant to the Conservation Easement, including without limitation Section 21(f) of the Conservation Easement, bound by the Conservation Easement.

D. Grantor and Grantee desire to amend the Conservation Easement to change the allowed uses on the Property.

**Section 2. Amendments to Golf Course Conservation Right and Easement.**

**A.** The second WHEREAS clause of the Conservation Easement is hereby deleted and replaced with the following:

**WHEREAS**, Grantor has caused to be prepared the “Master Plan” for the redevelopment of the Property prepared by Hey and Associates, Inc. and dated 12/20/2019 and attached to this Conservation Easement as Exhibit G (the “Park District Master Plan”); and

**B.** The third WHEREAS clause of the Conservation Easement is hereby deleted and replaced with the following:

**WHEREAS**, the Property has significant recreational, scenic and aesthetic value to Grantor, Grantee, and to the general public, and, specifically, the recreational values are those recreational uses on that portion of the Golf Course Property (excluding the Nursery Property, defined below) that are generally depicted in the Park District Master Plan (collectively, the “Conservation Values”); and

**C.** The following new WHEREAS clause is added to the Conservation Easement:

**WHEREAS**, Grantor desires to use a certain portion of the Property (the “Nursery Property”) pursuant to that Tree Nursery Lease Agreement dated December 18, 2018, and attached to this Conservation Easement as Exhibit H (the “Nursery Lease”), for the purpose of planting, operating and maintaining a tree nursery in accordance with the plan attached to this Conservation Easement as Exhibit I (the “Nursery Plan”);

**D.** Section 1 of the Easement is hereby deleted and replaced with the following new Section 1:

1. PURPOSE.

It is the purpose of this Conservation Easement to assure that the Property will be retained forever predominantly in its scenic and open space condition, operated as public recreational open space in substantial accordance with the Park District Master Plan and that any plant and animal communities located on the Property which are indigenous to northeastern Illinois will be preserved to the extent feasible.

**E.** Section 2 of the Easement is hereby amended by deleting sub-paragraph (f) and replacing it with the following:

(f) To preserve the public recreational aspects of the Property as a venue for the recreational uses depicted in the Park District Master Plan;

**F.** Section 3 of the Easement is hereby amended by deleting sub-paragraph (f) and replacing it with the following:

(f) Operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other type of motorized vehicles except for (i) emergency vehicles and (ii) vehicles used in connection with the construction, maintenance, replacement and repair of the improvements within the Property.

**G.** Section 4 of the Easement is amended by striking and replacing the last sentence with the following:

Notwithstanding anything in this Section 4 to the contrary, upon written approval of Grantor's corporate authorities, Grantor may elect to cease using the Property for recreational purposes, in which case (i) the Property may then (a) be used solely for passive open space purposes or (b) be allowed to revert to a natural setting, (ii) Grantor shall promptly remove all unused recreational improvements from the Property, and (iii) all other restrictions set forth in this Conservation Easement shall remain in full force and effect.

**H.** Section 5(a)(3) of the Easement is stricken and replaced with the following:

3. The right to construct, operate, maintain, and replace on the Property:

- (i) the recreational uses and improvements depicted on the Park District Master Plan; however, without additional amendments to this Conservation Easement, the Grantee (through its Executive Director or other authorized person) may approve, in writing, minor changes to the improvements depicted in the Park District Master Plan that, in its reasonable discretion, do not impair the Conservation Values; however, the Grantor may change the uses depicted in the Park District Master Plan only upon an amendment to this Conservation Easement,
- (ii) within the Nursery Property, a tree nursery, in accordance with both (a) the Nursery Plan attached to this Easement as Exhibit I and (b) the Nursery Lease attached to this Conservation Easement as Exhibit H; the Parties agree that such operation of the Nursery Property does not affect or impair the Conservation Values of the Golf Course Parcel.

**I.** Section 5(a)(4) of the Easement is stricken and replaced with the following:

4. The right to remove live trees as necessary to protect the Conservation Values of the Property, or where necessary to remove any limbs or trees which are an impediment to the use of the Property in accordance with the Park District Master Plan, so long as the Park District uses all reasonable efforts to minimize the damage to such trees in taking such actions.

**J.** Section 5(a)(9) of the Easement is hereby stricken in its entirety.

**K.** Section 18 of the Easement is amended by adding/amending the following notice recipients:

To Grantor: Park District of Highland Park  
636 Ridge Road  
Highland Park, Illinois 60035  
Attn: Executive Director

With a copy to: Adam B. Simon, Esq.  
Ancel Glink, P.C.  
175 E. Hawthorn Parkway, Suite 145  
Vernon Hills, Illinois 60061

To Grantee: Lake County Forest Preserve District  
1899 W. Winchester Road  
Libertyville, Illinois 60048  
Attn: Executive Director

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

**L.** Section 21(b) of the Easement is hereby amended by deleting the first sentence and replacing it with the following:

Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the purpose of this Conservation Easement and the policy and purpose of 765 ILCS 120/1 – 120/6 and the Statute. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

**M.** Section 21(k) of the Easement is hereby deleted and replaced with the following:

(k) Approval by Grantee. The Parties to this instrument acknowledge and agree that whenever the consent or approval of Grantee is required hereunder, and the authority to consent or approve is not delegated to a particular officer, employee, or other representative of Grantee, then, such consent or approval will be deemed to have been provided only by (i) the affirmative vote of at least two-thirds (2/3rds) in number of the members of the Grantee's Planning Committee (or if such committee no longer exists at the time consent or approval is sought, such equivalent committee or subsidiary body designated by Grantee's Executive Director (or if such position no longer exists at the time of consent or approval is sought, Grantee's chief executive officer or chief administrative officer) or (ii) failing such affirmative vote, the approval of the Grantee's corporate authorities.

**Section 3. Amendments to Exhibits.** The following amendments are made to the exhibits to the Conservation Easement:

**A. Park District Master Plan. Exhibit G** (Park District Master Plan) attached to this Amendment is added to the Conservation Easement.

**B. Nursery Lease. Exhibit H** (Nursery Lease) attached to this Amendment is added to the Conservation Easement.

**C. Nursery Plan. Exhibit I** (Nursery Plan) attached to this Amendment is added to the Conservation Easement.

**Section 4. General Provisions.**

**A. Recording.** Grantee shall record this Amendment in the Office of the Lake County Recorder of Deeds, Illinois, and may re-record it at any time or times as Grantee may, in its sole discretion, deem it advisable to preserve its rights in this Amendment. Grantee may, prior to the fortieth (40th) anniversary of the date of this Amendment and at such other times as Grantee deems necessary, record a claim pursuant to the Illinois Code of Civil Procedure, 735 ILCS 5/13-I 18, for the purpose of preserving the lien of this Amendment in perpetuity. Nothing contained in this paragraph shall be deemed to constitute an acknowledgment that any such recording is necessary, however, and Grantor and Grantee expressly acknowledge that no such recording is necessary in order to perpetuate the validity or enforceability of this Amendment.

**B. Ratification.** The Conservation Easement, as amended by this Amendment, is hereby ratified and confirmed. Except as expressly modified or amended in this Amendment, all terms, conditions, and provisions of the Conservation Easement shall remain in full force and effect; provided, however, that any provision of the Conservation Easement shall be deemed modified as necessary to give practical effect to the provisions of this Amendment. To the extent a term or provision of this Amendment conflicts with the rest of the Conservation Easement, the term or provision of this Amendment shall control.

[SIGNATURE PAGES FOLLOW]



The Parties hereto have executed this Amendment as of the latest date on this signature page, which will be the First Amendment Effective Date.

**Attest:** **PARK DISTRICT OF HIGHLAND PARK**

\_\_\_\_\_  
Secretary By:   
President, Board of Park Commissioners

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF LAKE )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2020, by \_\_\_\_\_, the President, Board of Park Commissioners City Manager and \_\_\_\_\_, the Secretary, Board of Park Commissioners of **PARK DISTRICT OF HIGHLAND PARK**, which individuals are known to me to be the identical persons who signed the foregoing instrument as such officers of the township for and on behalf of said park district, and that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of the township, for the uses and purposes therein mentioned.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Signature of Notary

SEAL

My Commission expires: \_\_\_\_\_



## EXHIBIT A

PROPERTY LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 15, AND THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE ON AN ASSUMED BEARING NORTH 00 DEGREES 56 MINUTES 12 SECONDS WEST (RECORD), NORTH 00 DEGREES 33 MINUTES 56 SECONDS WEST (MEASURED), ALONG THE WEST LINE OF SAID SECTION 15, A DISTANCE OF 208.72 FEET (RECORD) 208.94 FEET (MEASURED); THENCE NORTH 62 DEGREES 57MINUTES 48 SECONDS EAST (RECORD), NORTH 63 DEGREES 12 MINUTES 31 SECONDS EAST (MEASURED), ALONG A LINE 1 FOOT SOUTHEASTERLY OF AND PARALLEL WITH A CONCRETE RETAINING WALL AND ITS SOUTHWESTERLY EXTENSION, A DISTANCE OF 300.10 FEET (RECORD), 300.05 FEET (MEASURED); THENCE NORTH 38 DEGREES 46 MINUTES 26 SECONDS EAST (RECORD), NORTH 39 DEGREES 03 MINUTES 58 SECONDS EAST (MEASURED), ALONG A LINE 1 FOOT SOUTHEASTERLY OF AND PARALLEL WITH SAID RETAINING WALL, A DISTANCE OF 167.61 FEET (RECORD), 167.55 FEET (MEASURED); THENCE NORTH 02 DEGREES 51 MINUTES 05 SECONDS WEST (RECORD), NORTH 02 DEGREES 47 MINUTES 32 SECONDS WEST (MEASURED), ALONG A LINE 1 FOOT EASTERLY OF AND PARALLEL WITH SAID RETAINING WALL AND ITS NORTHERLY EXTENSION, A DISTANCE OF 188.52 FEET (RECORD), 188.53 FEET (MEASURED), TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE NORTH 89 DEGREES 58 MINUTES 17 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 756.96 FEET; THENCE SOUTH 28 DEGREES 41 MINUTES 48 SECONDS EAST, A DISTANCE OF 387.26 FEET, TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE SOUTH 89 DEGREES 55 MINUTES 42 SECONDS EAST, A DISTANCE OF 165.01 FEET; THENCE NORTH 12 DEGREES 17 MINUTES 24 SECONDS WEST, A DISTANCE OF 528.43 FEET; THENCE NORTH .00 DEGREES 29 MINUTES 48 SECONDS WEST, A DISTANCE OF 121.31 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 49 SECONDS EAST, A DISTANCE OF 48.53 FEET; THENCE SOUTH 43 DEGREES 09 MINUTES 26 SECONDS EAST, A DISTANCE OF 88.86 FEET; THENCE SOUTH 26 DEGREES 38 MINUTES 26 SECONDS EAST, A DISTANCE OF 58.12 FEET; THENCE SOUTH 12 DEGREES 20 MINUTES 49 SECONDS EAST, A DISTANCE OF 1034.47 FEET; THENCE SOUTH 47 DEGREES 26 MINUTES 05 SECONDS EAST, A DISTANCE OF 75.18 FEET; THENCE NORTH 63 DEGREES 30 MINUTES 55 SECONDS EAST, A DISTANCE OF 83.04 FEET; THENCE NORTH 25 DEGREES 01 MINUTE 42 SECONDS EAST, A DISTANCE OF 249.69 FEET; THENCE SOUTH 58 DEGREES 33 MINUTES 48 SECONDS EAST, A DISTANCE OF 201.22 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 25 SECONDS WEST, A DISTANCE OF 212.62 FEET; THENCE SOUTH 59 DEGREES 23 MINUTES 12 SECONDS EAST, A DISTANCE OF 173.03 FEET; THENCE SOUTH 24 DEGREES 23 MINUTES 20 SECONDS WEST, A DISTANCE OF 14.70 FEET, TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 546.44 FEET, AN ARC LENGTH OF 223.57 FEET AND CHORD BEARING SOUTH 11 DEGREES 50 MINUTES 51 SECONDS WEST; THENCE SOUTH 00 DEGREES 07 MINUTES 35 SECONDS WEST, A DISTANCE OF 732.53 FEET, TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE SOUTH 89 DEGREES 59 MINUTES 58 SECONDS EAST, ALONG SAID SOUTH

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A-1

LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 397.22 FEET, TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE SOUTH 00 DEGREES 09 MINUTES 15 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 615.70 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 45 SECONDS WEST, A DISTANCE OF 220.00 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 15 SECONDS WEST, A DISTANCE OF 269.00 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 45 SECOND WEST, A DISTANCE OF 169.00 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 15 SECONDS WEST, A DISTANCE OF 83.00 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 45 SECONDS WEST, A DISTANCE OF 864.97 FEET, TO THE WESTERLY RIGHT OF WAY LINE OF THE EAST SKOKIE DRAINAGE DITCH; THENCE NORTH 18 DEGREES 34 MINUTES 49 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE OF THE EAST SKOKIE DRAINAGE DITCH, A DISTANCE OF 1017.37 FEET, TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS WEST, ALONG SAID NORTH LINE, A DISTANCE OF 1031.83 FEET, TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE NORTH 00 DEGREES 01 MINUTE 07 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22, A DISTANCE OF 1322.98 FEET, TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

ALSO KNOWN AS LOTS 1 AND 3 OF THAT CERTAIN PLAT OF RESUBDIVISION OF HIGHLAND PARK GOLF COURSE DATED JUNE 23, 2004 AND RECORDED IN THE LAKE COUNTY RECORDER OF DEEDS OFFICE ON NOVEMBER 10, 2004 AS DOCUMENT NUMBER 5679534.

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EXHIBIT H

TREE NURSERY LEASE AGREEMENT  
BY AND BETWEEN THE CITY OF HIGHLAND PARK AND  
THE PARK DISTRICT OF HIGHLAND PARK

(Tree Nursery)

This intergovernmental Tree Nursery Lease Agreement (the "*Lease*") is entered into as of the Effective Date (as hereinafter defined) between the City of Highland Park, an Illinois home rule municipality (the "*City*"), and the Park District of Highland Park, a unit of local government of the State of Illinois (the "*Park District*"). The City and the Park District are sometimes hereinafter referred to individually as a "Party" or jointly as the "Parties".

WITNESSETH:

WHEREAS, the City has sold to the Park District Lots 1, 2, 6 and 7 of the Resubdivision of the Highland Park Country Club (the "Transfer Property"); and

WHEREAS, pursuant to that certain Intergovernmental Agreement for Transfer of Property dated as of November 20, 2018 by and between the City and the Park District (the "Transfer Agreement"), the Park District shall lease back to the City a territory in the northwest portion of Lot 1 of the Transfer Property and immediately south of and adjacent to the City's Public Services Center, in the specific location depicted in Exhibit A (the "Nursery Property") for use by the City as a forestry nursery; and

WHEREAS, the City and the Park District have the authority to complete this transfer and lease under the Illinois Local Government Property Transfer Act, 50 ILCS 605/0.01, et seq. (Property Transfer Act) and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq.

WHEREAS, prior to the execution hereof each of the Parties has taken all action necessary under the Local Governmental Property Transfer Act to authorize its entry into this Lease.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained in this Lease, and for other valuable consideration the receipt and sufficiency of which are acknowledged hereby, the Parties agree as follows:

1. Nursery Property. The Park District leases to the City and the City leases from the Park District for the Term stated in paragraph 2, the Nursery Property.
2. Term. Unless sooner terminated in accordance with paragraph 13, below, the term of this Lease shall be for a term commencing on the Closing Date (as defined in the Transfer Agreement) (the "*Effective Date*") and ending on December 31, 2116 (the "*Term*"). Upon the expiration date, the Term shall renew for successive ten (10) year renewal terms unless either Party gives notice of its intent not to renew no more than one (1) year and not less than 180 days prior to the expiration date for the Term or renewal term; provided, that if the City is still operating the Nursery Property consistent with Section 4 hereof, then the Park District may not terminate this Lease without the City's consent. The Parties understand that during the Term of this Lease circumstances may change so as to suggest alteration of the terms hereof to be in the best interests of the Parties and the community. Therefore, during the year of every ten (10) year anniversary of this Lease, the Parties shall meet to discuss whether amending this Lease in any way would be in the best interests of the Parties and the community. In the absence of any agreed upon changes, this Lease shall remain in full force and effect. In addition, if the Parties shall mutually agree, such meetings may occur more frequently than every ten years.
3. Annual Rent. As rent for the Nursery Property, the City shall be responsible, at its sole expense, for all operation, maintenance, repair and replacement of any or all of the Nursery Property and the improvements located thereon or later added thereto. Without

limiting the foregoing obligations, the general maintenance of the Nursery Property shall include keeping the Nursery Property in a clean condition, free of accumulations of rubbish and unlawful obstructions as well as provide landscaping and maintenance of all of the grounds.

4. Use. Except as otherwise provided herein or with the Park District's prior written consent, which consent may be withheld in the Park District's sole discretion, the City shall operate the Nursery Property as a tree nursery, subject to the conditions set forth below:
  - a. The Nursery Property shall be available to the Park District, its officers, employees, invitees and guests for educational purposes in furtherance of the Park District's public recreational purpose and mission, provided such educational use shall not unreasonably interfere with the City's use of the Nursery Property;
  - b. The City shall not store or stage equipment on the Nursery Property when it is not needed for active nursery operations;
  - c. The City shall provide vehicular and pedestrian access, solely for maintenance purposes, from the Public Services Center across the Nursery Property to the remainder of Lot 1 of the Transfer Property, provided that notice of access is provided to the City a minimum of 24 hours in advance;
  - d. The City shall consult with the Park District to design the nursery so that it is aesthetically and functionally integrated into the passive natural area located around the Nursery Property; and
  - e. The City shall not operate the Nursery Property in a manner that is inconsistent with the conservation easements and use restrictions described in Exhibit C.

5. Condition. The City has inspected the Nursery Property, is familiar with the present condition of the Nursery Property and agrees to accept the Nursery Property in an **AS-IS, WHERE-IS** condition at the commencement of the Term. THE CITY ACKNOWLEDGES THE PARK DISTRICT HAS NOT MADE, OR AUTHORIZED ANYONE TO MAKE, ANY WARRANTY OR REPRESENTATION ABOUT THE PRESENT OR FUTURE PHYSICAL OR ENVIRONMENTAL CONDITION, DEVELOPMENT POTENTIAL, ZONING, OPERATION, INCOME GENERATED BY, OR ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE NURSERY PROPERTY OR ANY MATTER OR THING PERTAINING TO THIS LEASE AND NO SUCH REPRESENTATION OR WARRANTY SHALL BE IMPLIED OR ARISE BY OPERATION OF LAW, INCLUDING ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CITY EXPRESSLY ACKNOWLEDGES THAT (A) NO SUCH WARRANTY OR REPRESENTATION HAS BEEN MADE AND THAT THE CITY IS NOT RELYING ON ANY WARRANTY OR REPRESENTATION WHATSOEVER, AND (B) THE CITY, HAVING HAD THE OPPORTUNITY TO MAKE AN INDEPENDENT INVESTIGATION AND EXAMINATION OF THE NURSERY PROPERTY AND ALL MATTERS RELATED THERETO, IS RELYING SOLELY ON ITS OWN INVESTIGATION THEREOF. THE TERMS OF THIS SECTION 5 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.
  
6. Surrender. On the termination date of this Lease, the City shall surrender the Nursery Property to the Park District in an as-is condition.

7. Utilities. On a timely basis, the City shall pay for all water, gas, heat, light, power, telephone and other utilities and services supplied to the Nursery Property. The Park District shall have no obligation to install or provide any utilities or services to the Nursery Property.
8. Taxes and Assessments. The Nursery Property currently is exempt from general real estate taxes. It is agreed by the Parties that the City shall pay all real estate taxes, special taxes or special assessments which may be assessed against the Nursery Property.
9. Access to Nursery Property. Notwithstanding the City's use and control of the Nursery Property, the Park District and its agents and employees and independent contractors designated by the Park District shall have the right to enter upon the Nursery Property and all portions thereof at any time during the Term of this Lease, provided notice is given to the City in advance, for the purpose of inspecting the Nursery Property and for the enforcement of this Lease; provided, however, that in entering upon the Nursery Property the persons shall not unreasonably interfere with the City's use of the Nursery Property.
10. Alterations and Additions. The City shall be permitted to make new alterations and additions to the Nursery Property consistent with the terms of this Lease, provided the City receives the prior written consent of the Park District for such new alterations or additions, which consent shall not be unreasonably withheld.
11. Insurance. The Parties shall obtain and maintain during the Term insurance coverages in accordance with Exhibit D. Each Party shall be added as an additional insured on all

such insurance coverages of the other Party, at no cost to the Party named as an additional insured.

12. Default.

a. **Park District Default.** In the event of a default by the Park District in the performance or observance of any of the Park District's duties or obligations herein contained, and upon the failure of the Park District to cure such default within ten (10) days following written notice thereof from City (or such longer period of time as may be necessary to cure such default by applying consistent, uninterrupted diligence), City, at its option, may seek all available legal and equitable remedies.

b. **City Default.** In the event of a default by City in the performance or observance of any of City's duties or obligations herein contained, and upon the failure of City to cure such default within ten (10) days following written notice thereof from the Park District (or such longer period of time as may be necessary to cure such default by applying consistent, uninterrupted diligence), the Park District, at its option, may seek all available legal and equitable remedies.

13. Termination.

a. Except as provided in this Section 13, this Lease shall terminate upon the expiration of the Term and may not be terminated early except for a pattern of repeated material breaches of this Lease by the City or the Park District or as otherwise permitted by this Lease.

b. This Lease may be terminated by the City for any reason and at any time upon providing the Park District no less than 60 days' written notice of such

termination. The City shall, within such 60 days, remove any buildings, equipment or other personal property from the Nursery Property at the City's sole cost and expense.

- c. This Lease may be terminated by the Park District if, in the Park District's reasonable determination, the Nursery Property has not been, for a period of at least twelve (12) consecutive months, used by the City for the specific purposes described in this Lease. The Park District shall give the City no less than 60 days' written notice of its intent to so terminate during which time the City shall remove any buildings, equipment or other personal property remaining on the Nursery Property. After termination, the Park District may remove and dispose, at the City's expense, any items not previously removed by the City.

14. Assignment. The City may not sublet or assign all or any portion of its interest in this Lease. For purposes of this Section 14, the short-term use of the Nursery Property by organizations or other persons under activity permits granted by the City shall not constitute a sublet or assignment. Notwithstanding the foregoing, the City may execute management/operations agreements with third parties for the operation and maintenance of the nursery, provided that such management agreements shall not release the City from its obligations under this Lease.

15. Contractor Insurance. The Park District and City shall cause each contractor employed by them for the purpose of conducting any work on the Nursery Property, to purchase and maintain commercial general liability insurance, workers' compensation and employer's liability insurance, and automobile liability insurance in amounts and from companies mutually acceptable to the City and Park District. When requested by either Party, the

Park District and City shall furnish copies of certificates of insurance evidencing coverage for each contractor. The Parties shall require each contractor employed by either the Park District or the City to name the other Party as an additional insured on all required coverages.

16. Notices. Any notice or communication required or permitted to be given under this Lease must be in writing and be delivered (1) personally, (2) by a reputable overnight courier, (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (4) by other electronic means. Notices will be deemed delivered on the date of actual receipt during normal business hours. By notice complying with the requirements of this Section, each Party has 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 will be effective until actually received.

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

Park District of Highland Park  
Attention: Executive Director  
636 Ridge Road  
Highland Park, IL 60035

Notices and communications to the City must be addressed to, and delivered at, the following address:

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

17. Governing Law. This Lease is governed by and enforced in accordance with the internal laws of, but not the conflicts of laws rules of, the State of Illinois.

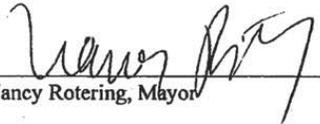
18. Entire Agreement. This Lease constitutes the entire agreement between the Parties with respect to the leasing of the Nursery Property by the City, and this Lease supersedes every prior agreement and negotiation between the Parties, whether written or oral, relating to the subject matter of this Lease.
19. Incorporation of Exhibits. Exhibits A through D attached to this Lease are incorporated into and made a part of this Lease by this reference.
20. Amendments and Modifications. No amendment or modification to this Lease will be effective unless and until it is reduced to writing and approved and executed by all Parties to this Lease in accordance with all applicable statutory procedures.
21. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Lease by any person, firm, or corporation may be made, or be valid, against any of the Parties.
22. Force Majeure. Neither Party shall be held in default under, or in noncompliance with, the provisions of this Lease, nor suffer any enforcement or penalty relating to noncompliance or default (including liquidated damages, termination, cancellation or revocation), where such noncompliance or alleged defaults occurred or were caused by "Force Majeure," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, or other event that is reasonably beyond the Party's ability to anticipate or control. Non-compliance or default attributable to Force Majeure shall be corrected as soon as practicable. The Party suffering the Force Majeure shall send notice as soon as reasonably practicable following the onset and conclusion of the Force Majeure.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the Parties has caused this Lease to be executed by its authorized officers as of the date first above written.

CITY OF HIGHLAND PARK

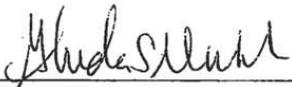
PARK DISTRICT OF HIGHLAND PARK

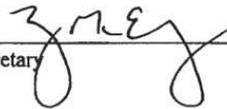
  
\_\_\_\_\_  
Nancy Rotering, Mayor

  
\_\_\_\_\_  
Brian Kaplan, President

ATTEST:

ATTEST:

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Secretary

**LIST OF EXHIBITS**

- |            |                                   |
|------------|-----------------------------------|
| EXHIBIT A: | Depiction of the Nursery Property |
| EXHIBIT B  | Intentionally Omitted             |
| EXHIBIT C  | Conservation Easements            |
| EXHIBIT D  | Insurance Coverages               |

EXHIBIT "A"  
DEPICTION OF THE NURSERY PROPERTY

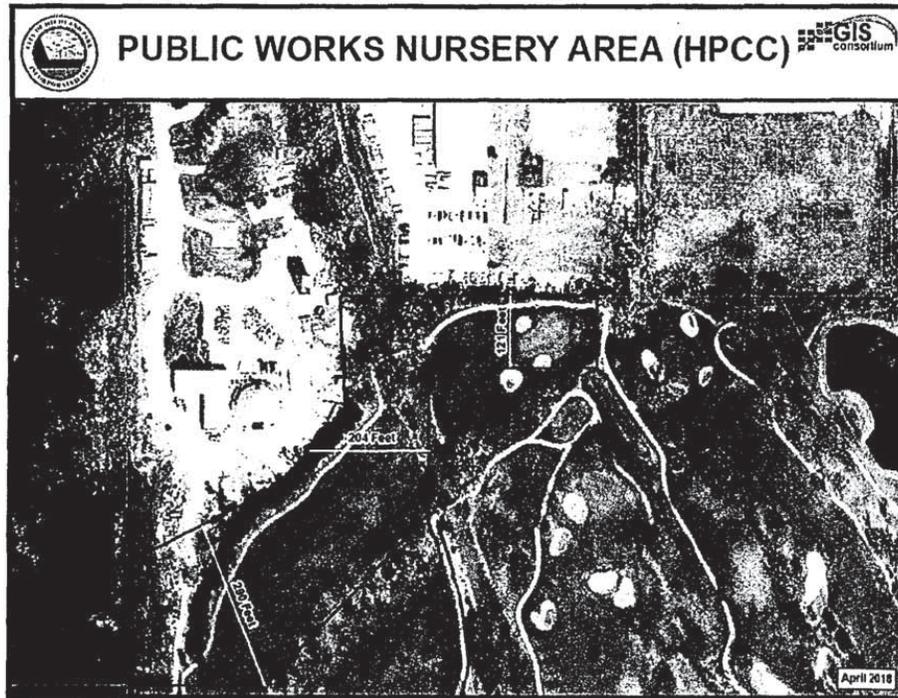


EXHIBIT "B"  
INTENTIONALLY OMITTED

EXHIBIT "C"

CONSERVATION EASEMENTS

1. That certain Grant of Conservation Right and Easement by and between the City of Highland Park and the Lake County Forest Preserve District dated June 18, 2002 and recorded with the Lake Country Recorder of Deeds as document number 5080789.
2. That certain Grant of Conservation Right and Easement by and between the City of Highland Park and the Lake County Forest Preserve District dated June 19, 2002 and recorded with the Lake Country Recorder of Deeds as document number 5080790.
3. That certain First Amendment to Grant of Conservation Right and Easement by and between the City of Highland Park and the Lake County Forest Preserve District dated April 25, 2005 and recorded with the Lake Country Recorder of Deeds as document numbers 5776326 and 5776327.

EXHIBIT "D"

INSURANCE COVERAGES

**A. Minimum Limits of Insurance**

Each Party shall maintain limits no less than:

1. Commercial general liability insurance coverage insuring against bodily injury and death, personal injury, and for all damage or injury to or destruction of property occurring in, on, or about the premises or upon the sidewalks adjacent to the premises with limits of not less than \$3,000,000 combined single limit per occurrence, subject to inflationary increases in subsequent years.
2. Automobile Liability/Excess Liability: \$3,000,000 combined single limit per accident for bodily injury and property damage including coverages for owned, hired or non-owned vehicles as applicable.
3. The amount of coverage required hereby may be provided by any combination of primary and excess or umbrella liability insurance policies.

**C. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be approved by both Parties.

**D. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

**1. General Liability, Automobile Liability and Liquor Liability**

- a. Each Party, its officers, officials, employees, and agents are to be covered as additional insureds on all coverages/policies of the other Party.
- b. Coverage shall state that each respective Parties' insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

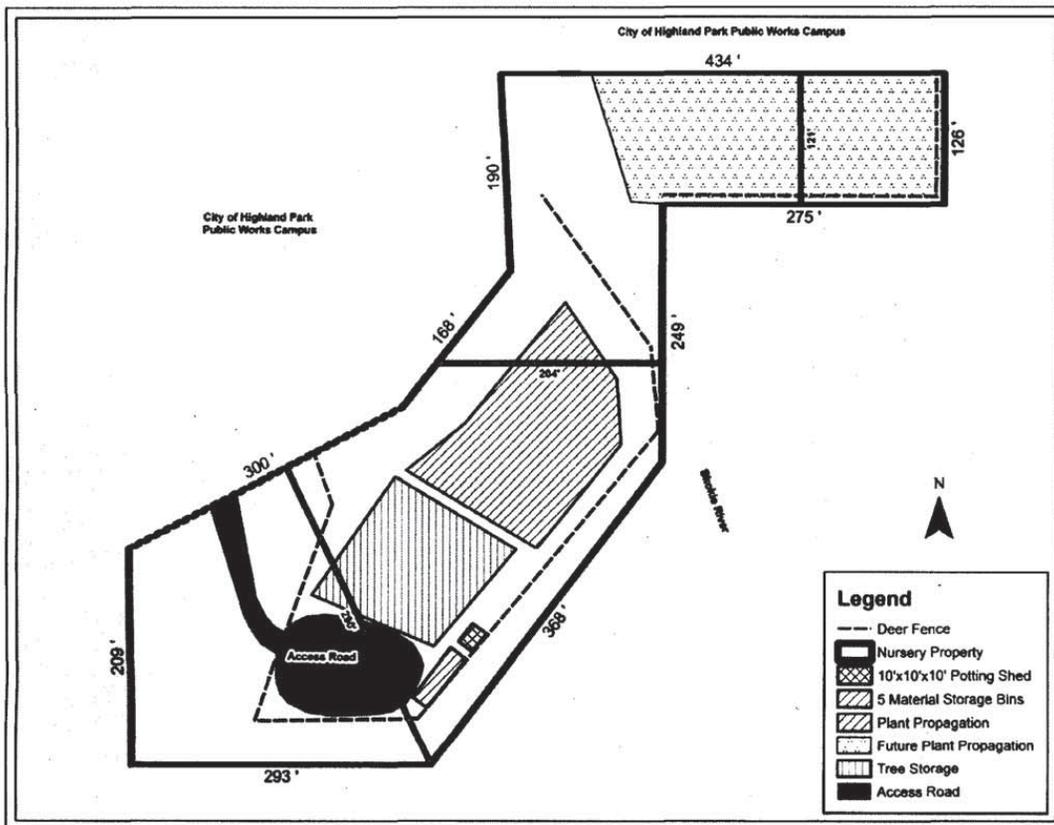
**E. Acceptability of Insurers**

Insurance is to be placed with insurers with a Best's rating of no less than A: VII and licensed to do business in Illinois. Alternatively, the insurance may be obtained from an intergovernmental self-insurance risk agency or pool.

**F. Verification of Coverage**

Prior to commencement of the Term, each Party shall furnish the other Party with certificates of insurance and with original endorsements if applicable effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

### EXHIBIT I NURSERY PLAN



Image# 060118660029 Type: AMD  
Recorded: 12/10/2020 at 12:21:35 PM  
Receipt#: 2020-00090382  
Page 1 of 29

Lake County IL Recorder  
Mary Ellen Vanderventer Recorder  
File **7725972**

### PLAT INFORMATION SHEET

NUMBER OF PLAT PAGES

1

SECTION	TOWNSHIP	RANGE
15 + 22	43	12
LEGAL DESCRIPTION		
SW 1/4 15 + NW 1/4 22		

CHECK (✓) TYPE OF PLAT:

- ANNEXATION/DISCONNECTION
- CONDOMINIUM
- DEDICATION
- EASEMENT
- VACATION
- OTHER \_\_\_\_\_
- SUBDIVISION (enter subdivision name on line below)

IF THE PLAT RECORDED WAS LARGER THAN 11" X 17", THE ATTACHED COPY HAS BEEN REDUCED FROM A SCANNED IMAGE.

ORIGINAL SCALE PAPER COPIES OR DIGITAL IMAGE FILES ARE ALSO AVAILABLE FOR PURCHASE – PLEASE CALL (847) 377-2575

FOR MORE INFORMATION

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Revised: January 25, 2019 8:20 AM

