

**INTERGOVERNMENTAL AGREEMENT FOR EXCHANGE AND TRANSFER OF
REAL PROPERTY INTERESTS BY AND BETWEEN
LAKE COUNTY FOREST PRESERVE DISTRICT AND COUNTY OF LAKE**

This Agreement for Exchange and Transfer of Real Property Interests (“Agreement”) is entered into as of this ____ day of _____ 2012, by and between the Lake County Forest Preserve District, a municipal corporation and forest preserve district created pursuant to the Downstate Forest Preserve District Act, 70 ILCS 805/ 1 *et seq.* (“District”), and the County of Lake, a body politic and corporate of the State of Illinois (“County”).

WHEREAS, the District is located wholly within and coextensive with the County; and

WHEREAS, the County and the District have the authority to enter into this Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/ 1 *et seq.*, and the Local Government Property Transfer Act, 50 ILCS 605/1 *et seq.*; and

WHEREAS, the District owns certain real property located generally on the north side of Lake Cook Road and west of Portwine Road, the pertinent portion of which is depicted on Exhibit 1 attached hereto (the “District Property”); and

WHEREAS, the County has established a Department of Public Works pursuant to an Act of the General Assembly of the State of Illinois entitled “An Act in Relation to Water Supply, Drainage, Sewage, Pollution, and Flood Control in Certain Counties”, as amended, for the purpose of performing the function of sewage disposal and has prepared a comprehensive plan for the disposal of sewage from areas of the County, including portions of the Southeast Lake Facilities Planning Area established pursuant to the Illinois Water Quality Management Plan, and has prepared plans and programs for providing such service and the related facilities; and

WHEREAS, pursuant to such plans and programs, the County has constructed, owns, and operates the Des Plaines River Wastewater Reclamation Facility and a system of interceptor sanitary sewers in the aforementioned facilities planning area to provide sanitary sewer service; and

WHEREAS, the County has requested a new easement over a portion of the District Property for purpose of constructing and installing a new public sanitary sewer line, as depicted on Exhibit 1 attached hereto and legally described on Exhibit 1-A (the “New Easement”); and

WHEREAS, the District has previously granted to the County and North Shore Sanitary District certain easements over portions of the District Property for the purposes of constructing and maintaining public sanitary sewer lines, such easements having been previously recorded with the Lake County Recorder of Deeds as Document Nos. 2250789 (recorded 11/15/83), 1867989 (recorded 9/23/1977) and 1920757 (recorded 5/31/1978), as depicted in Exhibit 2 attached hereto (the “Existing Easements”); and

WHEREAS, the North Shore Sanitary District, by Assignment dated April 21, 2011 and recorded with the Lake County Recorder of Deeds on July 16, 2012 as Document No. 6873153,

has assigned all its rights and privileges under the Existing Easements over the District Property to the County; and

WHEREAS, the County wishes to acquire and utilize the New Easement and the Existing Easements in furtherance of its provision of sanitary sewer services within the Southeast Lake Facilities Planning Area for such public improvements and public purposes, namely the construction, installation and maintenance of sanitary sewers; and

WHEREAS, the County and the District acknowledge that the County's proposed construction activities within the Existing Easements may have certain impacts on existing trees, vegetation and landscaping that are greater than permitted under the terms of the Existing Easements and believe that the same terms and conditions should apply to construction and maintenance work performed by the County in the areas within both the New Easement and the Existing Easements; and

WHEREAS, the County owns certain real property comprising approximately 2.5 acres in Ela Township as depicted on Exhibit 3 attached hereto and as legally described in Exhibit 4 attached hereto (the "County Parcel"); and

WHEREAS, the County Board has determined that the County Parcel is no longer necessary or required by the County and that the County Parcel would better serve the public benefit if transferred to the District; and

WHEREAS, the District wishes to acquire and utilize the County Parcel and the District Board of Commissioners has declared by ordinance as required under the Local Government Property Transfer Act, 50 ILCS 605/1 *et seq.* that it is necessary or convenient to acquire and utilize the County Parcel for public purposes;

THEREFORE, in consideration of the mutual covenants and agreements contained herein, the County and the District, as authorized by resolutions passed by the vote of two-thirds of the members of the County Board and District Board of Commissioners, respectively, holding office, do hereby agree as follows:

Section 1. RECITALS. The foregoing recitals are, by this reference, fully incorporated into and made a part of this Agreement.

Section 2. GRANT OF NEW EASEMENT. Upon execution of this Agreement, the District shall execute and the County shall accept the Grant of Easement over the District Property in the recordable form attached as Exhibit 5.

Section 3. ACKNOWLEDGEMENT OF EXISTING EASEMENTS. The District hereby acknowledges the County is the assignee of the Existing Easements and that the County shall have the right to utilize the Existing Easements subject only to the terms and conditions set forth in the Grant of Easement (Exhibit 5) attached hereto, irrespective of the varying terms and conditions contained in the original grants of easement. To the extent necessary, the District hereby amends and modifies the terms of the Existing Easements to comply with the terms in the

Grant of Easement and hereby releases the County from and the District waives its rights to enforce the terms of the Existing Easements that are inconsistent with this Section and the terms of the Grant of Easement. The District agrees to cooperate with the County in the future and to execute such documents or provide such written confirmations as the County may reasonably request to further effectuate the terms of this Section 3.

Section 4. TRANSFER OF COUNTY PARCEL TO DISTRICT. Upon execution of this Agreement, the County shall execute and deliver to the District a deed (the “Deed”) to the County Parcel in the recordable form attached hereto as Exhibit 6, and the District shall accept the County Parcel, subject to the terms and conditions set forth in this Agreement. The District's acceptance of the Deed is conditioned on the following, and upon the District's recording of the Deed the District shall be deemed to have accepted the Deed:

- 4.1 County's Interest and Authority. The County hereby represents to the District that the County holds fee simple title to the County Parcel, that the County Parcel is not subject to any leases or options to sell or lease the County Parcel or other exceptions not raised as exceptions in the Title Commitment (hereinafter defined), and that the County has the authority to enter into and perform this Agreement.
- 4.2 Consideration. The District shall not be required to pay any funds to the County for the conveyance of the County Parcel, it being agreed that the District's conveyance of the New Easement to the County and the other covenants and obligations in this Agreement shall be adequate consideration for the conveyance of the County Parcel to the District.
- 4.3 Commitment for Title Insurance. The District has secured from Chicago Title Insurance Company and provided to the County a copy of a current commitment for title insurance for the County Parcel (“Title Commitment”), and the County shall take not any actions that would cause the creation of any new exceptions to title to arise subsequent to the date of the Title Commitment.
- 4.4 No Further Encumbrances. The County shall not, from and after the date of this Agreement, cause any further or additional liens, easements, covenants, leases, or encumbrances affecting or relating to the County Parcel to be entered into or recorded against the County Parcel.
- 4.5 Exceptions to Title. If the Title Commitment discloses exceptions to the condition of title to which the District objects, the District and County shall work in good faith to try and clear such exceptions.
- 4.6 AS IS Condition. The County shall deliver the County Parcel to the District in its “AS IS” condition as existing as of the date of this Agreement, without warranty or representation except as otherwise expressly provided for herein and except for ordinary wear and tear.
- 4.7 Hazardous Substances. The County hereby further represents to the District that, to the actual knowledge of the County, no "**Hazardous Substances**" (as hereinafter defined) have ever been manufactured, treated, stored or disposed of at

or on the County Parcel, or any part thereof, and no underground storage tanks or underground deposits are located at or on the County Parcel. For purposes of this Agreement, "Hazardous Substances" means and includes any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, as amended, any so-called Superfund or Superlien law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or any time hereafter in effect, or any other hazardous, toxic or dangerous waste, substance or material. Notwithstanding the foregoing, the District acknowledges that the County is licensed and permitted to provide sanitary sewage transport and treatment services and, pursuant to its statutory authority, previously operated and owned sanitary sewer lines and sanitary sewage treatment facilities for the public benefit on the County Parcel; for this reason sanitary sewage shall not be considered a Hazardous Substance for purposes of this Section 4.7.

4.8 Possession. Possession of the County Parcel shall be delivered to the District on the closing date.

Section 5. DISTRICT REPRESENTATIONS. The District represents that it is the sole and rightful owner of the District Property and that it has the full and lawful authority to grant the New Easement as contemplated in this Agreement and that it has not done anything whereby the New Easement hereby conveyed are, or may be, in any manner encumbered or charged, except as recited herein, and except for any existing documents, easements, or rights of record, and that the District possesses the lawful authority to amend or modify the terms of the Existing Easements as contemplated in Section 3 above.

Section 6. COUNTY REPRESENTATIONS. The County represents that it is the sole and rightful owner of the County Parcel and that it has the full and lawful authority to transfer the County Parcel as contemplated in this Agreement.

Section 7. NOTICES. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof when delivered in person or by express mail or messenger, or by overnight mail to the address set forth below with notice being deemed given the next business day after deposit with the carrier, or three business days after deposit thereof in any main or branch United States post office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties, respectively, as follows:

For notices and communication to the County:

Lake County Department of Public Works
650 Winchester Road
Libertyville, Illinois 60048
Attn: Director of Public Works

with a copy to:

Lake County State's Attorney
18 North County Street
Waukegan, IL 60085
Attn: Chief Deputy, Civil Trial Division

For notices and communication to the District:

Lake County Forest Preserve District
1899 West Winchester Road
Libertyville, IL 60048
Attn: Executive Director

With a copy to:

Lake County Forest Preserve District
1899 West Winchester Road
Libertyville, IL 60048
Attn: Land Preservation Department

By notice complying with the foregoing requirements of this Section, each party shall have the right to change the addressees or addresses or both for all future notices and communication to such party, but no notice of a change of address shall be effective until actually received.

Section 9. EXECUTION IN COUNTERPARTS. This Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, taken together, constitute the Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, authorized representatives of the parties hereto have unto set their hands and seals this ____ day of _____, 2012.

COUNTY OF LAKE

LAKE COUNTY FOREST PRESERVE
DISTRICT

By: _____

By: _____

Chairman, County Board

President, Forest Preserve District

ATTEST:

By: _____

By: _____

County Clerk

Forest Preserve District Secretary

(seal)

(seal)

EXHIBIT 1

**DEPICTION OF NEW EASEMENT GRANTED LAKE COUNTY OVER FOREST
PRESERVE PROPERTY**

EXHIBIT 1-A

**LEGAL DESCRIPTION OF NEW EASEMENT GRANTED LAKE COUNTY OVER
FOREST PRESERVE PROPERTY**

EXHIBIT 2

DEPICTION OF EXISTING EASEMENTS ASSIGNED BY NSSD TO LAKE COUNTY

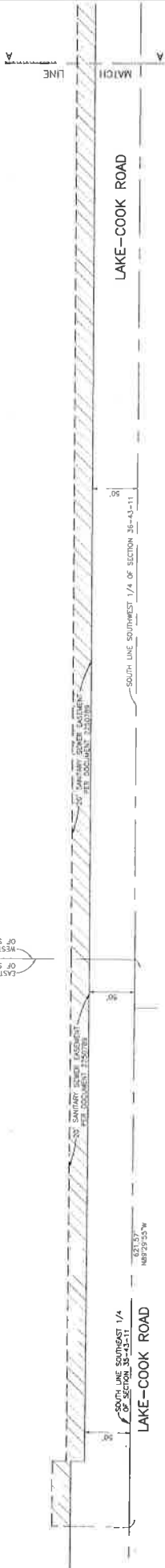
TFW SURVEYING U
LAND SURVEYING & MAPPING
 1000 EAST WISCONSIN ROAD SUITE 413 OLAHAWA, WISCONSIN 53002
 847.254.6600
 info@tfwsurveying.com www.tfwsurveying.com

LEGAL DESCRIPTION FROM DOCUMENT 2250789
 A utility easement 10 feet wide, part of the Southwest Quarter of Section 36 and the East Half of Section 35, both in Township 43 North, Range 11 East of the 3rd Principal Meridian (also known as parcels R-102 & R-103), described as follows:

A 20.0 foot wide strip of land, lying between and adjacent to the North and South Lines of Lake-Cook Road, and the East and West Lines of the Submerged Quarter of said Section 36, hereby establishing the utility easement for the purpose of the easement herein granted to be described in Lake County records. (This easement is the same as the easement described in the plat of the North Shore Sanitary District under Document No. 1867989, dated September 23, 1977.)

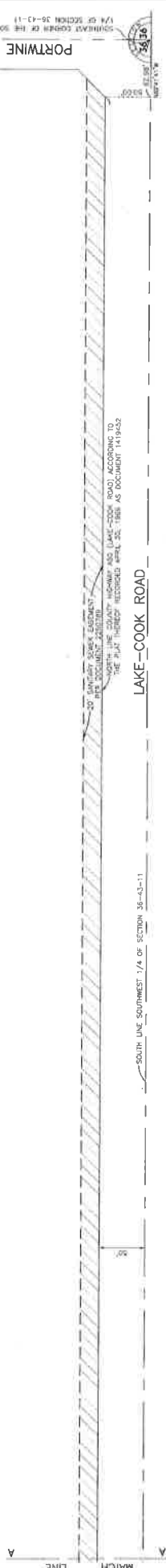


EAST LINE SOUTHEAST 1/4 OF SECTION 35-43-11
 WEST LINE SOUTHWEST 1/4 OF SECTION 36-43-11



NOTE 1: DRAWING REQUESTED NUMBER 15, HAS CREATED A EASEMENT - LINE INHERENTLY ADJACENT TO THE NORTH FOOT OF LAKE-COOK ROAD. DOCUMENT 2250789 ALSO MAKES THE FOLLOWING STATEMENT: THIS EASEMENT IS THE SAME AS THE EASEMENT DESCRIBED IN THE NORTH SHORE SANITARY DISTRICT UNDER DOCUMENT NO. 1867989, DATED SEPTEMBER 23, 1977. THE RECORDED COPY OF DOCUMENT 2250789 PROVIDED TO THE CLIENT ON 08/23/2016. THE EASEMENT IS 20 FEET WIDE AND THE EASEMENT CREATED PER DOCUMENT 2250789 VARIES FROM 5 FEET TO 20 FEET AND IS MARKED AS EASEMENT "A". NO DEPICTION OF EASEMENT "A" WAS IN SAID DOCUMENT.

PORTWINE ROAD
 1/4 OF SECTION 36-43-11
 SYMMETRICAL CORNER OF THE SOUTHWEST



REVISED: AUGUST 22, 2016 (TITLE REVISION PER CLIENT)
 DATE: MAY 13, 2012
 PLOT: MDL 1487
 PROJ: LAKE-COOK ROAD
 PROJ: LAKE-COOK ROAD
 DRAWING: 15

EXHIBIT 2

EXHIBIT 3

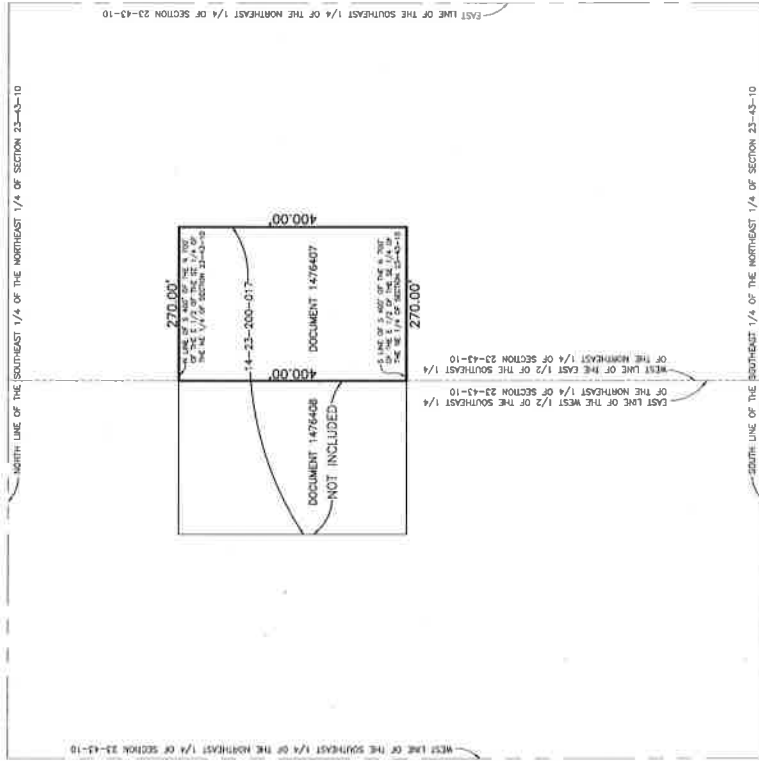
**DEPICTION OF COUNTY PARCEL TO BE TRANSFERRED TO FOREST PRESERVE
DISTRICT**



TFW SURVEYING & MAPPING
 LAND SURVEYING & MAPPING
 848 EAST BELVIDERE ROAD SUITE 412 OSAVIA ILLINOIS 60059
 P.O. BOX 1000 OSAVIA ILLINOIS 60059
 630-593-9000
 WWW.TFW-SURVEYING.COM

P.I.N. 14-23-200-017

THE SOUTH 400 FEET OF THE NORTH 700 FEET OF THE WEST 270 FEET OF THE EAST 1/2 OF THE EAST 1/2 OF SECTION 23-43-10, NORTH-EAST 1/4 OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.



DATE: AUGUST 17, 2012
 TIME: 10:00 AM
 PROJECT: P.I.N. 14-23-200-017
 DRAWN BY: JAMES POWERS PARALLA
 CHECKED BY: JAMES POWERS PARALLA
 PROJECT NUMBER: 14-23-200-017

EXHIBIT 4

LEGAL DESCRIPTION OF COUNTY PARCEL

The South 400 feet of North 700 feet of West 270 feet of the East half of the South East quarter of the North East quarter of Section 23, Township 43 North, Range 10, East of the 3rd P.M., in Lake County, Illinois, containing 2.5 acres more or less.

EXHIBIT 5

GRANT OF EASEMENT TO LAKE COUNTY
(as authorized by District ordinance pursuant to 50 ILCS 605/1 *et seq.*)

EXHIBIT 5

Prepared by and return to:

Daniel Jasica
Chief Deputy State's Attorney
18 North County Street, 5th Floor
Waukegan, IL 60085
(847) 377-3050

SITE ADDRESS:

**North of Lake Cook Road
West of Portwine Road
Near Des Plaines River**

OWNER:

**Lake County Forest Preserve District
1899 West Winchester Road
Libertyville, IL 60048**

GRANT OF EASEMENT

This grant of easement, made this ____ day of _____, 2012, by Grantor **LAKE COUNTY FOREST PRESERVE DISTRICT**, an Illinois body corporate and politic and forest preserve district created pursuant to the Downstate Forest Preserve District Act, 70 ILCS 805/ 1 *et seq.* ("District," "Grantor," or "Owner"), conveys or grants to and in favor of and for the benefit of the Grantee **COUNTY OF LAKE**, an Illinois body corporate and politic (the "County" or "Grantee").

W I T N E S S E T H

WHEREAS, the District and the County entered into an Intergovernmental Agreement for Exchange and Transfer of Real Property dated _____, 2012, under which Agreement the District agreed to convey certain easements to the County for the construction, installation, and maintenance of sanitary sewers; and

WHEREAS, the County desires to construct and locate sanitary sewers in, upon, under, through, and across the easement premises depicted on attached Exhibit A and as legally described on Exhibit A-1 (hereinafter the "Easement Premises");

NOW, THEREFORE, the undersigned Grantor and Owner, **LAKE COUNTY FOREST PRESERVE DISTRICT**, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration paid by the Grantee, **COUNTY OF LAKE**, to Owner, the receipt and sufficiency of which are hereby acknowledged, does hereby:

Section 1. Grant of Easement. District hereby grants, conveys, and warrants to the County, its successors and assigns, a non-exclusive, temporary construction and perpetual easement and right-of-way to access, survey, construct, reconstruct, lay, use, own, operate, maintain, test, inspect, repair, replace, enlarge, renew, alter, remove, or abandon in place (said activities hereinafter collectively referred to as "Installation") sanitary sewer pipes, mains, and conduits and said attachments, equipment, and appurtenances thereto as the County may reasonably deem necessary or desirable for its public sanitary sewerage system needs (said sanitary sewers, pipes, mains, and conduits and said attachments, equipment, and appurtenances, including any of the same as may be constructed or installed by the County, shall hereafter be referred to collectively as the "Facilities"), subject to the terms and conditions hereinafter set forth, in, upon, under, through, and across the Easement Premises, together with all reasonable rights of ingress and egress, over, along, upon, and across the Easement Premises and any adjoining lands of Owner reasonably necessary for the exercise of the rights herein granted.

Furthermore, the County shall have the right to trim, cut and remove trees, shrubbery, fences, structures, or obstructions or facilities in the Easement Premises which, in the County's reasonable judgment, interfere with the proper and efficient Installation of the Facilities; provided any such action by the County shall be subject to the prior approval by the District, which approval shall not be unreasonably withheld or delayed.

Section 2. Facilities Ownership. District hereby acknowledges and agrees that all Facilities now existing, or Facilities which may be constructed and installed, in the Easement Premises, shall become and remain the property of the County.

Section 3. Installation. The parties agree that prior to County engaging in any work within the Easement Premises (excluding maintenance activities or maintenance work on or to the Facilities), including but not necessarily limited to construction of new Facilities, material modification to existing Facilities, or interference with any non-County owned improvements within the Easement Premises, County shall submit to District for review all relevant plans and specifications, and await District's consent, not to be unreasonably withheld or delayed; County agrees to provide such additional documentation and information as reasonably requested by District to assist in District's review. To the extent that either the County or the District, or their authorized agents, servants, employees, or contractors, undertake any Installation of Facilities, such Installation shall be done and completed promptly and in a good and workmanlike manner. Notwithstanding anything herein or in the plans and specifications to the contrary, it is hereby acknowledged and agreed that the Installation shall be performed and the Facilities shall be situated and constructed entirely within the Easement Premises utilizing the best practical methods so as to minimize

any disruption or destruction of natural resources, flora or fauna located within the Easement Premises.

Section 4. Temporary Easement. The temporary easement over that portion of the Easement Premises that is so depicted on Exhibit A, shall terminate upon completion of the initial construction and installation of a sanitary sewer immediately adjacent to such temporary easement area.

Section 5. Restoration. The County shall upon completion of any Installation activity by the County, or its authorized agents, servants, employees, or contractors, as the case may be, (a) replace and grade all topsoil removed; (b) restore all fences, roads, plantings, landscaping, and improvements as nearly as practicable to the condition immediately preceding the Installation if damaged or removed as a direct result of the Installation; (c) replace any and all sod removed with sod of like quality; and (d) replace any and all natural grass and flora removed by seeding with a seeding mix approved by the District. The District may give notice to County of any required restoration of the Easement Premises; provided, the District does not have an affirmative obligation to give any such notice to County. County's obligation to restore the Easement Premises or any other property owned by the District, or to cause the restoration of the same, is not dependent upon receipt of notice from the District. If the District elects to give notice of any failure to restore, County shall complete restoration, or shall cause the same to be completed, in accordance with this Section no later than thirty (30) days after receipt of notice of such required restoration, or if such restoration is not possible within such thirty (30) day period, County shall commence such restoration and diligently pursue such through completion. The provisions of this Section 5 shall survive any expiration or termination of this Agreement.

Section 6. Hazardous Materials. County covenants and agrees that: (a) County and its officers, partners, agents, employees and contractors shall comply with any and all federal, state, and local laws, ordinances, codes, rules and regulations that prohibit, restrict or regulate any material defined therein as a hazardous, radioactive, toxic or carcinogenic substance, pollutant, contaminant or material (collectively, "**Hazardous Materials**") in connection with the Easement Premises and any other property owned by the District; and (b) County and its officers, partners, agents, employees and contractors shall not, and shall not permit or otherwise authorize any other person to, handle, bury, store, retain, refine, produce, spill, allow to seep, leak, escape, leach, pump, pour, emit, empty, discharge, inject, dump, transfer, release or otherwise dispose of or deal with Hazardous Materials in, on, under or about the Easement Premises or any other property owned by the District. In the event that County or its officers, partners, agents, employees or contractors, or any other person or entity authorized by any of the foregoing, handles, buries, stores, retains, produces, spills, allows to seep or escape, leaks, leaches, pumps, pours, emits, empties, discharges, injects, dumps, transfers, releases or otherwise disposes of or deals with Hazardous Materials entering in, upon or under the Easement Premises or any other property owned by the District, the District may, in addition to its other rights and remedies at law and in equity, terminate this Agreement and the Easement granted herein, but such termination shall not relieve County of its obligations under Sections 5 and 7 of this Agreement. The provisions of this Section 6 shall survive the expiration or earlier

termination of this Agreement. Notwithstanding the foregoing, the District acknowledges that the County is intending to utilize the Easement Premises for the installation and operation of a sanitary sewer line. Sanitary sewage shall not be considered a Hazardous Material and the use and operation of the Easement Premises for the installation of a sanitary sewer line and the transport of sanitary sewage shall not be considered a violation of this Section 6.

Section 7. Reservation of Rights. The District hereby reserve the right to use the Easement Premises and adjacent property in any manner that will not prevent or interfere with the exercise by the County of the rights granted hereunder. The District shall have the right to grant other non-exclusive easements over, along, upon, or across the Easement Premises that do not prevent or interfere with the exercise by the County of the rights granted hereunder.

Section 8. Hold Harmless. As a condition of the rights granted to County by this Agreement, County shall, for itself and for those claiming by or through County, including but not limited to any officers, partners, agents, employees or contractors of County, and to the fullest extent permitted by law, hold harmless, indemnify, and defend the District, its commissioners, officers, agents, attorneys, employees, contractors, successors and assigns, from and against any and all losses, liabilities, expenses, claims, costs, causes, actions, litigation costs, reasonable attorneys' fees, suits, and damages relating to personal or bodily injuries, death or damages or injuries to property arising from, occurring, growing out of, incident to, relating to or otherwise resulting directly or indirectly from the grant of the Easement or the use hereunder of the Easement Premises, or any other property owned by the District, by County and its officers, partners, agents, employees and contractors, or any of them (collectively, "**Claims**"), except to the extent any such Claims arise solely from the negligence of the District, and including, without limitation, Claims relating to Section 6 of this Agreement, as well as litigation costs and reasonable attorneys' fees. County shall promptly notify the District in writing of any Claims or potential Claims against the District of which County becomes aware or otherwise has notice, and in no event more than thirty (30) days after County first becomes aware or otherwise has notice of such Claims.

Section 9. Covenants Running with the Land. The easements and rights granted in this Grant of Easement instrument, the restrictions imposed by this instrument, and the agreements and covenants contained in this instrument, shall be easements, rights, restrictions, agreements, and covenants running with the land, shall be recorded against the Easement Premises and shall be binding upon and inure to the benefit of the District and the County and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Easement Premises, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements, or covenants created by this instrument would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements, or covenants shall continue only until 21

years after the death of the last survivor of the now living lawful descendants of Barack Obama, current President of the United States.

Section 10. Assignment of Rights. Except as expressly provided in this Section 10, County may not assign its rights or delegate its duties under this Agreement without the express written consent of the District in each instance. Notwithstanding the foregoing, the County may assign its rights and duties under this Agreement to the State of Illinois or another unit of local government. This Agreement, and the covenants and agreements contained herein, shall run with the land and shall be binding upon County and the District, and their respective successors and assigns, if any. It is expressly acknowledged and agreed that the acts and omissions of any officers, partners, agents, employees or contractors of County shall, for purposes of this Agreement, be deemed to be the acts and omissions of County.

Section 11. Amendment. This Grant of Easement may be modified, amended, or annulled only by the written agreement of the District and the County.

Section 12. Survival. The County shall record this Grant of Easement instrument with the Recorder's Office, Lake County, Illinois. The recording of this instrument shall be deemed to constitute acceptance of the terms and conditions contained herein by the County. All representations and warranties contained herein shall survive the execution of this Grant of Easement instrument and the recordation thereof shall not be merged.

Section 13. Compliance with Laws. County and its officers, partners, agents, employees and contractors shall use the Easement Premises only in compliance with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and shall obtain any and all permits, licenses, easements, grants or any other permission that may be required for the Project.

Section 14. No Waiver. Any act or omission by the District that may constitute a waiver of one or more of its rights under this Agreement shall not constitute or be deemed to be a waiver of any other right that the District has or may have in the future under this Agreement.

Section 15. Authority. Each person signing this Agreement hereby states and covenants that he or she has read and understood this Agreement, that he or she has the authority to execute this Agreement on behalf of the party whom he or she represents, and that such party intends to be legally bound by the provisions of this Agreement.

(signature pages to follow)

IN WITNESS WHEREOF, Lake County Forest Preserve District, has executed or has caused this Grant of Easement to be executed by its proper officers duly authorized to execute same.

**LAKE COUNTY FOREST PRESERVE
DISTRICT, Grantor**

_____, 2012

By: _____
President, Lake County Forest
Preserve District

ATTEST:

By: _____
Secretary, Lake County Forest
Preserve District

(seal)

COUNTY OF LAKE, Grantee

_____, 2012

By: _____
Director, Public Works
Department

EXHIBIT A
Legal Description of Easement Premises

SEE ATTACHED

EXHIBIT A-1
Depiction of Easement Premises

SEE ATTACHED

EXHIBIT 6

DEED CONVEYING COUNTY PARCEL TO FOREST PRESERVE DISTRICT

Mary Ellen Vanderverter

Lake County Recorder of Deeds

18 N COUNTY ST – 6th FLOOR
WAUKEGAN, IL 60085-4358
(847) 377-2575
fax (847) 984-5860
website: <http://www.lakecountylil.gov/recorder>

EXHIBIT 6

QUITCLAIM DEED

Space Above for Recorder's Use

Mail to:

Peter Kolb, Director, Public Works Department

650 W. Winchester Road

Libertyville, IL 60048

Name & Address of Taxpayer:

County of Lake

18 North County Street

Waukegan, IL 60085

THE GRANTOR(s) County of Lake

of the City/Village of Waukegan County of Lake State of Illinois

for and in consideration of 10 Dollars, CONVEY and QUITCLAIM to

THE GRANTEE(s) Lake County Forest Preserve District

(Grantee's address) 2000 N. Milwaukee Avenue

of the City/Village of Libertyville County of Lake State of Illinois

in the form of ownership: Sole Ownership

(Sole Ownership or Joint Tenancy with Right of Survivorship or Tenancy in Common or Tenancy by the Entirety)

all interest in the following described Real Estate situated in the County of Lake, in the State of Illinois, to wit:

The South 400 feet of North 700 feet of West 270 feet of the East half of the South East quarter of the North East quarter of Section 23, Township 43 North, Range 10, East of the 3rd P.M., in Lake County, Illinois, containing 2.5 acres more or less.

(Note: If additional space is required for legal, attach on a separate 8½ x 11 sheet)

Permanent Index Number(s) P.I.N. 14-23-200-017

Property Address 20139 W. Illinois Route 22, Lake Zurich, IL 60047

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

(Note: If Grantor is also Grantee, you may want to strike Release and Waiver of Homestead Rights.)

Dated this _____ day of _____.

Signature(s) of Grantor(s):

By: David Stolman, County Board Chairman

(Printed Name)

(Printed Name)

STATE OF ILLINOIS }
 } SS
County of Lake }

I, the undersigned, a Notary Public in and of said County, in the State aforesaid, DO HEREBY CERTIFY THAT

_____ is personally known to me to be the same person whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered said instrument as his/her/their free and voluntary act, for the purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this _____ day of _____.

Notary Public

My commission expires _____.

Name & Address of Preparer:
Daniel Jasica, Chief Deputy State's Atty

18 North County Street, 5th Floor

Waukegan, IL 60085

Affix: State of Illinois / Lake County Transfer Stamp

or

Exempt under 35 ILCS 200/31-45 paragraph b

Section 4, Real Estate Transfer Act

Date: _____

Signature of Buyer, Seller or Representative

**This copy is provided by the Recorder
for use in Lake County, Illinois
(revised June 22, 2011)**

**A legal opinion is recommended prior to
taking final action with this deed.**

**Changes in ownership may have tax,
inheritance and other legal ramifications.**

Mary Ellen Vanderventer
Lake County Recorder