

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "Memorandum") is dated as of the ____ day of _____ 2012, and is by and between COUNTY OF LAKE, STATE OF ILLINOIS ("Lake County"), and the LAKE COUNTY FOREST PRESERVE DISTRICT, a body politic and corporate, organized and existing under the Illinois Downstate Forest Preserve District Act, 70 ILCS 805/.001 et seq. (the "District").

WHEREAS, the District has undertaken restoration work at Heron Creek Forest Preserve, along Indian Creek, in Ela Township;

WHEREAS, in order for the District to continue its restoration work, it is necessary to remove, burn, and control certain noxious and invasive species of flora, and seed and/or plant desirable native plants;

WHEREAS, Lake County holds title to certain real property consisting of approximately 4.9 acres, as more particularly depicted on Exhibit A attached hereto and incorporated herein (the "Land");

WHEREAS, in order to continue its restoration work, the District needs to access and use the Land, and to that end, Lake County wishes to cooperate with the District by temporarily allowing the District to enter onto the Land solely in order to perform the Restoration Work (as defined below); and

WHEREAS, this Memorandum sets forth the parties understanding regarding the District's rights and responsibilities related to the District's entrance upon the Land.

NOW, THEREFORE, in consideration of the following promises and representations, the parties agree as follows:

1. The District, its officers, agents, employees, contractors or designees are hereby expressly permitted to enter upon and across the Land for (i) general purposes of ingress, egress and access to property owned or used by the District, and (2) the purpose of continuing the restoration work, including, but not limited to controlling noxious weeds, which may include, by way of illustration but not limitation, cut-leaved teasel, Canada thistle, reed canary grass,, invasive woody plant growth . Weeds may be controlled by, among other things, the application of herbicides, mowing and the use of controlled burning. Controlled burning shall only be performed on that portion of the Land depicted on Exhibit B hereto (the "Burn Area"), which Burn Area is and shall be at least 50 feet from any building or structure. Native prairie and wetland seed may be installed in weed managed areas. The use of the Land for the purpose identified in this Paragraph 1 shall be referred to in this Memorandum as the "Restoration Work".

2. The District's access, granted by Lake County in Paragraph 1 hereof, shall be for an initial period of five (5) years, commencing on the date on which the Restoration Work commences. Notwithstanding the foregoing, the initial period shall be automatically renewed for

subsequent periods of one (1) year each unless and until Lake County or the District provides written notice terminating this Memorandum at least thirty (30) days prior to the termination of the then current term.

3. The District acknowledges and agrees that, upon the expiration of this Memorandum, and completion of any repair or restoration work, the District shall have no further right to enter upon or across the Land, and upon such expiration, the District shall immediately vacate and discontinue all use of the Land otherwise permitted hereunder.

4. The parties hereto acknowledge that the Land is the property of Lake County and that this Memorandum creates contractual rights only and does not create an easement, a leasehold, or any other real property rights. The District warrants that it will not record this Memorandum or a memorandum or notice of this Memorandum, nor will it allow this Memorandum or a memorandum or notice of this Memorandum to be recorded.

5. The District shall indemnify and hold harmless Lake County and its officers, officials, employees, volunteers and agents from and against all liability, claims, suits, judgments, damages, losses and expenses, including but not limited to its legal fees and expenses (attorney's and paralegals' fees and court costs), arising from or in any way connected with any act or omission of the District or any of its contractors, including their respective officers, officials, employees, agents and volunteers, except to the extent it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section 5.

6. The District shall cause each of the District's contractors, if any, conducting the Restoration Work, or any portion thereof, to procure, maintain and keep, in full force and effect for the entire time that the Restoration Work is ongoing hereunder, at no cost or expense to Lake County, all insurance necessary to protect and save harmless Lake County and the Land. The insurance required by this Paragraph 6 shall include, but shall not be limited to, the following minimum insurance coverage and limits:

COVERAGE

Workers' Compensation

Commercial General Liability, with coverage written on an "occurrence" basis and including Independent Contractors, Personal Injury (with Employment Exclusion deleted), Broad Form Property Damage Endorsement, Blanket Contractual Liability (must expressly cover the indemnity provisions of this Memorandum), Bodily Injury and Property Damage, and all employees as insured

LIMITS

Statutory Limits

\$500,000/per occurrence
\$1,000,000/general
aggregate

The District, or each of the District's contractors as the case may be, shall obtain such insurance with a responsible insurance company licensed to transact business in the State of

Illinois and having an A.M. Best Insurance Guide rating of “A” or a comparable rating from another rating agency if such guide is discontinued. Prior to commencing the Work, the District, or each of the District’s contractors as the case may be, shall provide to Lake County certificates of insurance acceptable to Lake County showing that each such contractor maintains the insurance required under this Paragraph 6. Such certificates shall state that Lake County has been named as an additional insured thereunder.

IN WITNESS WHEREOF, Lake County and the District have set their hands hereto on the day and date first above written.

LAKE COUNTY FOREST PRESERVE
DISTRICT

COUNTY OF LAKE, STATE OF ILLINOIS

By: _____
Name: _____
Its: _____




By: _____
Name: _____
Its: _____

EXHIBIT A

DEPICTION OF THE LAND MEMORANDUM PREMISES

**County of Lake
Parcel
PIN 14-23-200-017**

Legend

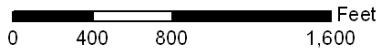
-  Forest Preserve Property
-  Forest Preserve Easements
-  County of Lake: 4.9 Acres



Lake County Forest Preserve District
Department of Land Preservation & Special Projects
21900 Riverwoods Road
Deerfield, Illinois 60015
847-968-3351

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

Prepared using information from:
Lake Co Dept of Information and Technology
GIS/Mapping Division
18 North County Street
Waukegan, Illinois 60085-4357
847-360-6373



2009 Aerial Photo

Map Prepared November 1, 2011

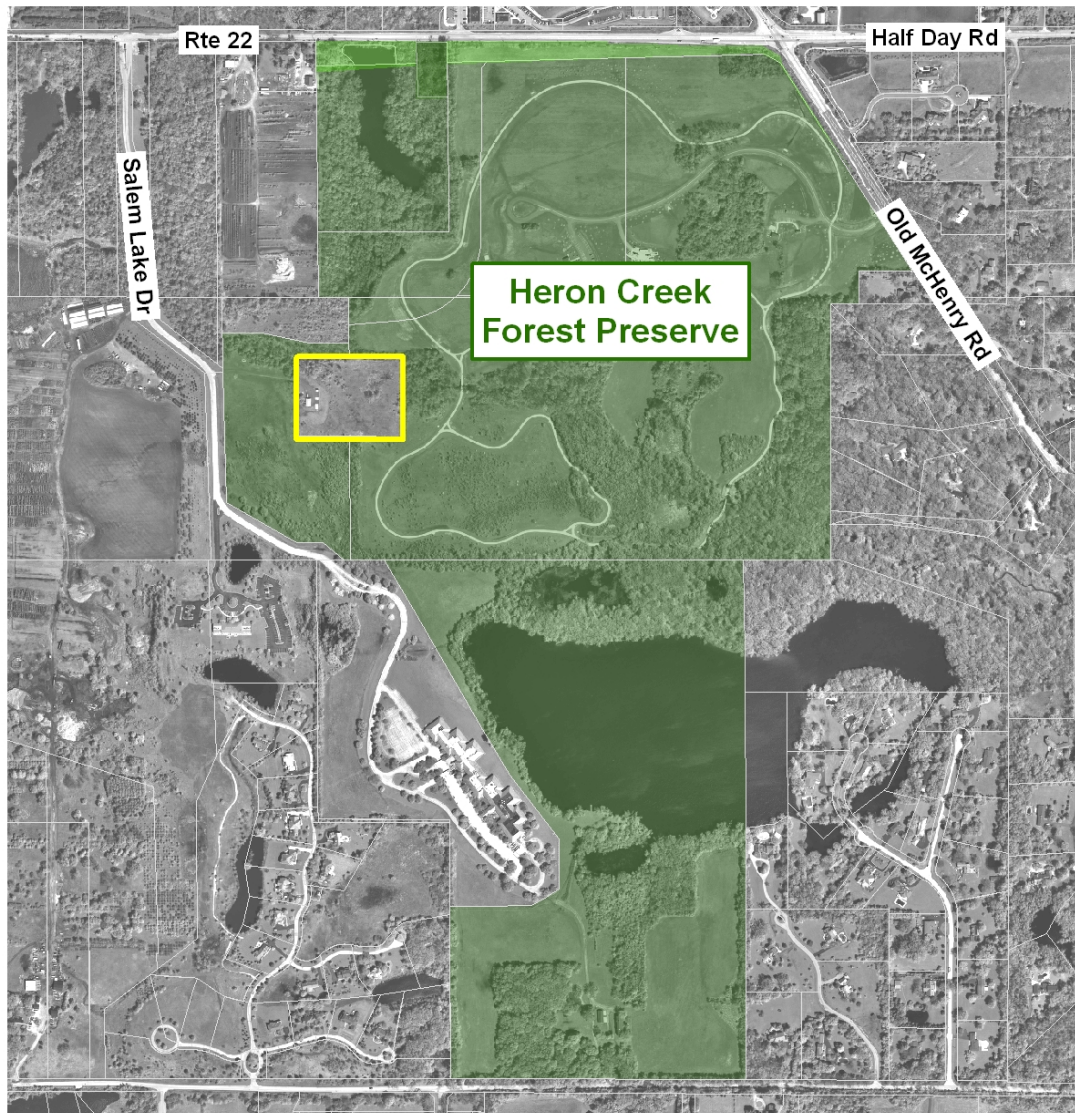






EXHIBIT B

DEPICTION OF BURN AREA

**County of Lake Parcel
Proposed Burn Area
includes minimum 50 ft
buffer around all structures**

Legend

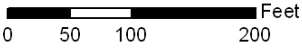
-  Forest Preserve Property
-  Forest Preserve Easements
-  County of Lake: 4.9 Acres
-  Proposed Burn Area



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