

**THE CITY OF LAKE FOREST
CITY COUNCIL AGENDA**
Monday, October 4, 2021 at 6:30 pm

REMOTE ACCESS MEETING

Please be advised that all of the City Council members will be remotely attending this Council meeting by electronic means, in compliance with the recent amendments to the Open Meetings Act. The Mayor of the City Council has determined that it is not prudent or practical to conduct an in-person meeting due to the COVID-19 pandemic and that it is not feasible to have the City Council members or members of the public physically present at the meeting due to the pandemic disaster.

The City will be providing members of the public with various opportunities to watch or attend this meeting, as well as provide public comment at the meeting. For example, members of the public can participate remotely in the meeting by following the public audience link which will provide both video and audio means to attend the meeting.

Public Access Link

<https://us02web.zoom.us/j/82839916857?pwd=WGFab3plZTdZWmhqYjFRSzMpWXI3QT09>

Passcode: 1861

CALL TO ORDER AND ROLL CALL

6:30 p.m.

Honorable Mayor, George Pandaleon

James E. Morris, Alderman First Ward

Jim Preschlack, Alderman Third Ward

Jennifer Karras, Alderman First Ward

Ara Goshgarian, Alderman Third Ward

Melanie Rummel, Alderman Second Ward

Raymond Buschmann, Alderman Fourth Ward

Edward U. Notz, Jr., Alderman Second Ward

Eileen Looby Weber, Alderman Fourth Ward

PLEDGE OF ALLEGIANCE

REPORTS OF CITY OFFICERS

1. COMMENTS BY MAYOR

2. COMMENTS BY CITY MANAGER

1. Ward Meetings

3. OPPORTUNITY FOR CITIZENS TO ADDRESS THE CITY COUNCIL
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Members of the public can provide public comment by calling the following number during the meeting: 847-810-3643

4. COMMITTEE REPORTS

PUBLIC WORKS COMMITTEE

- 1. Four-Year Agreement with IDOT for Snow Plowing and Salting of Route 43 and Route 60**
– Alderman Jim Preschlack

MARKETING COMMITTEE

- 1. Update on Marketing Committee Initiatives**
– Alderman Jennifer Karras

5. ITEMS FOR OMNIBUS VOTE CONSIDERATION
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- 1. Approval of September 20, 2021, City Council Meeting Minutes**

A copy of the minutes can be found beginning on **page 18**

COUNCIL ACTION: Approval of September 20, 2021, City Council Meeting Minutes

- 2. Approval of the Check Register for the Period of August 28 to September 24, 2021**

STAFF CONTACT: *Elizabeth Holleb, Finance Director (847-810-3612)*

BACKGROUND/DISCUSSION: City Code Section 38.02 sets forth payment procedures of the City. The Director of Finance is to prepare a monthly summary of all warrants to be drawn on the City treasury for the payment of all sums due from the City (including all warrants relating to payroll and invoice payments) by fund and shall prepare a detailed list of invoice payments which denotes the person to whom the warrant is payable. The warrant list detail of invoice payments shall be presented for review to the Chairperson of the City Council Finance Committee for review and recommendation. All items on the warrant list detail recommended for payment by the Finance Committee Chairperson shall be presented in summary form to the City Council for approval or ratification. Any member of the City Council shall, upon request to the City Manager or Director of Finance, receive a copy of the warrant list detail as recommended by the Finance Committee Chairperson. The City Council may approve the warrant list as so recommended by the Finance Committee Chairperson by a concurrence of the majority of the City Council as recorded through a roll call vote.

The Council action requested is to ratify the payments as summarized below. The associated payroll and invoice payments have been released during the check register period noted.

Following is the summary of warrants as recommended by the Finance Committee Chairperson:

Check Register for August 28 - September 24, 2021

	Fund	Invoice	Payroll	Total
101	General	436,928	1,614,496	2,051,423
501	Water & Sewer	95,963	190,091	286,054
220	Parks & Recreation	161,837	451,935	613,772
311	Capital Improvements	341,833	0	341,833
202	Motor Fuel Tax	0	0	0
230	Cemetery	19,075	34,240	53,316
210	Senior Resources	9,192	28,974	38,165
510	Deerpath Golf Course	207,138	3,046	210,184
601	Fleet	56,052	61,964	118,016
416 - 433	Debt Funds	148,144	0	148,144
248	Housing Trust	3,188	0	3,188
201	Park & Public Land	0	0	0
	All other Funds	411,283	165,767	577,049
		\$1,890,631	\$2,550,513	\$4,441,144

The amount shown as "All other Funds" includes \$326,521 in medical/dental insurance program expenses.

COUNCIL ACTION: Approval of the Check Register for the Period of August 28 to September 24, 2021

3. Consideration of Two Requests to Waive the Fidelity Bond Requirement in Connection with Holding a Raffle in The City of Lake Forest. (Approval by Motion)

STAFF CONTACT: Margaret Boyer, City Clerk (847.810.3674)

PURPOSE AND ACTION REQUESTED: Staff requests City Council consideration of waiving the fidelity bond requirement in connection with two proposed raffles.

BACKGROUND: In January 2020 the City Council approved an Ordinance Amending Chapter 110, titled "Licenses and Miscellaneous" related to Raffles, to align these sections with recent State of Illinois Legislation. Section 110.0149, J, allows the raffle manager designated by the organization to seek a waiver of the bond requirement from the City Council.

At this time two organizations are requesting a waiver of the bond requirement. Both Northwestern Medicine Lake Forest Hospital and the Lake Forest Lake Bluff Chamber of Commerce have submitted requests. A copy of the requests can be found beginning on **page 21**.

BUDGET/FISCAL IMPACT: N/A

COUNCIL ACTION: Consideration of Two Requests to Waive the Fidelity Bond Requirement in Connection with Holding a Raffle in The City of Lake Forest. (Approval by Motion)

4. Approval of the Third Amendment to the Kemper Sports Management Agreement and the costs associated with the changes

STAFF CONTACT: Sally Swarthout, Director- Parks, Recreation, Forestry (847-810-3942)

PURPOSE AND ACTION REQUESTED: Staff requests the approval of the Third Amendment to the Kemper Sports Management Agreement.

BACKGROUND/DISCUSSION: The Third Management Agreement addresses an important issue within the original contract signed in 2015 and the updated contract in 2018. It restructures the insurance articles to reflect a realignment of responsibilities by Kemper Sports Management and The City of Lake Forest.

After review by IRMA, AncelGlink, and representatives for Kemper Sports Management, the realignment of the insurance responsibilities include changes to the following sections:

Article 7- Insurance

7.1 Insurance coverage

7.1.1 Insurance Maintained by Owner

- A) Property Insurance covering loss or damage to the buildings, structures or other Improvements, contents, equipment and supplies- No changes made
- B) Commercial Business Automobile Liability Insurance- clearly states City owned vehicles and removes non-owned and hired vehicles from the coverage
- C) Business Interruption, Loss of Income and Extra Expense Insurance- removes Kemper Sports Management from coverage

Note: Commercial General Liability and/or Umbrella/Excess Liability and Commercial Liquor Liability has been removed from insurance maintained by owner and moved to insurance maintained by Kemper Sports Management.

7.1.2 Insurance Maintained by Kemper Sports Management

- A) Employment Practices, Directors and Officers Fiduciary and Crime Liability Insurance- No change to verbiage
- B) Worker's Compensation Insurance- No change to verbiage
- C) Fidelity Bond or Fidelity Insurance-No change to verbiage
- D) Commercial Liquor Liability- moved to Kemper from Owner maintained insurance
- E) Commercial General Liability and/or Umbrella/Excess Liability- move to Kemper from Owner maintained Insurance

7.1.3 Additional Insured Status- change acknowledges that each party has made no representation or warranty that the above coverages are sufficient to fully protect the other party.

7.2 Option for Kemper Sports Management to Provide Insurance- change includes Property Insurance waiver of all recovery by way of subrogation against Kemper Sports Management has been removed

7.3 Waiver of Subrogation- removed based on recommendation from City attorneys

Article 9- Indemnification

9.1 Owner's Indemnification Obligations- removal of reference to 7.3

9.2 Kemper Sports Management Indemnification Obligations- removal of reference to 7.3

9.3 Survival- removed and verbiage added to 9.1 and 9.2

These changes to Articles 7 and 9 have clarified and corrected some issues left standing by the original 2015 and updated 2018 agreements. The existing Agreement required the City to take on liability and exposure for actions performed by Kemper Sports Management and this amendment corrects that by transferring the risk to Kemper Sports Management. A copy of the redline version of the proposed Amendment along with a clean copy is included in the packet beginning on **page 23**.

BUDGET/FISCAL IMPACT:

There will be a small cost associated with these changes. The general liability fee will be included in the golf course operational budget-Insurance Liability.

FY2022 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Deerpath Golf Course 510-6301-452.52-25	\$0	\$6,500	N

COUNCIL ACTION: Approval of the Third Amendment to the Kemper Sports Management Agreement and the costs associated with the changes

5. Approval of the Purchase of a New Automated Vehicle Entry Gate System for South Beach Access in the Amount of \$41,043

STAFF CONTACT: *Jim Shaw, Director of Innovation & Technology, 847-810-3590*

PURPOSE AND ACTION REQUESTED: Staff requests approval to purchase a new automated sailing gate for the City's Beach Sailing access road that includes license plate recognition.

BACKGROUND/DISCUSSION: In April 2021, the IT & Parks & Recreation Department evaluated product offerings of newer technologies for improved resident experience for the Beach Sailing venue. Currently Parks & Recreation utilizes a manual gate which is seasonally staffed to monitor access to the Beach at the south entrance. Seeing an opportunity to improve operations and provide an improved resident experience, various options were considered

and determined that additional technologies offered an increased value over a standard mechanical gate. The evaluation identified the following desired functionalities:

1. License Plate Recognition / Automated Gate Operation
2. Temporary code assignments for day rentals
3. Opticom emergency access for Police and Fire, including considerations for mutual aid from other communities
4. Remote monitoring and gate management capability
5. 24X7 automated operation

PROJECT REVIEW/RECOMMENDATIONS:

Milestone	Date	Comments
RFP Issuance	07/22/2021	RFP Published in Pioneer Press, published in publicnoticeillinois.com, 3 Vendors Notified
Vendor Pre-Proposal Site Visit	08/10/2021	
Proposals Submitted	08/16/2021	Three Vendor Submitted Proposals Received & Reviewed

BUDGET/FISCAL IMPACT: On August 16, 2021 City staff received three proposals in response to a July 22, 2021 RFP issuance for hardware, software and installation services. A selection team was created to evaluate vendor proposals. The team comprised of representatives from the Parks & Recreation Department, IT, Fire, & Police. Proposals were evaluated based on the solution proposed, cost and experience with similar installations.

Vendor	Score (100 max)	Total Amount
EES	74	\$41,043
Tiles in Style	74	\$54,892
Gate Options	Did Not Advance	\$41,980

Staff is recommending the vendor Electronic Entry Systems, Inc. (EES) to provide the City with the installation of gate hardware, software and training as their submitted proposal met all the required desired functionality outlined in the RFP and was lowest cost.

FY2022 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
IT Capital 311-1303-466.66-13	\$62,000	\$41,043	Y

Has City staff obtained competitive pricing for proposed goods/services? **Yes**

COUNCIL ACTION: Approval of the Purchase of a New Automated Vehicle Entry Gate System for South Beach Access in the Amount of \$41,043

6. Approval to Renew an Agreement for Citizen Request Management System (SeeClickFix) Licensing, Software Maintenance, and Additional Licensing for a Total of \$33,706

STAFF CONTACT: *Jim Shaw, Director of Innovation and Technology (847-810-3590)*

PURPOSE AND ACTION REQUESTED: Staff requests approval to renew a one (1) year agreement with Cartegraph Systems, Inc. for the SeeClickFix Citizen Request Management System which includes maintenance services, renewal licensing, and additional licensing for expanded staff support.

BACKGROUND/DISCUSSION: The City implemented SeeClickFix in 2020 and was officially launched in tandem with the City's new website and mobile application. The system interfaces with those two platforms to provide a way for City residents to report issues directly to City staff. Those service requests are then assigned to City resources and tracked in the SeeClickFix system while maintaining status communication with the resident until final resolution of the request.

As this was a new software system accompanied by new processes for internal City staff, the estimate for user licensing was kept at a modest level. Due to the success of internal City departments (Public Works and Parks & Forestry) adopting the use of the system at faster rate than expected, the need for additional licensing became apparent. Ensuring that all resources who work on service requests have access to take action in the field promotes and allows for streamlined process efficiencies for the operating areas in those departments. They are able to use the system in real time without having to rely on a supervisor to process the actions for them for the service request.

BUDGET/FISCAL IMPACT: On September 8, 2021 staff received the annual renewal quote from Cartegraph. There were no additional fees associated with the renewal as presented.

Has City staff obtained competitive pricing for proposed goods/services? **No**
Per Administrative Directive 3-5, Section 6.11 – Existing Relationship

FY2022 Funding Source	Account Number	Amount Budgeted	Amount Requested	Budgeted? Y/N
IT Capital (new)	311-1303-466.66-13	\$0	\$28,706*	Y
IT Operating	101-1315-443.43-37	\$5,000	\$5,000	Y

* This amount will be funded from other project line items

COUNCIL ACTION: Approval to Renew an Agreement for Citizen Request Management System (SeeClickFix) Licensing, Software Maintenance, and Additional Licensing for a Total of \$33,706

7. Authorize the City Manager to Enter into a Four-Year Agreement with the Illinois Department of Transportation for the Plowing and Salting of Route 43 (Rte. 176-Rte. 22) and Route 60 (Rte. 41-Field Drive) for the Winters of '21/'22 through 24/'25

STAFF CONTACT: Michael Thomas, Director of Public Works (810-3540)

PURPOSE AND ACTION REQUESTED: Staff is requesting City Council authorization to allow the City Manager to enter into a four-year agreement with the Illinois Department of Transportation for the plowing and salting of Route 43 (Rte. 176-Rte. 22) and Route 60 (Rte. 41-Field Drive) for the winters of '20/'21 through '24/'25.

BACKGROUND/DISCUSSION: The Illinois Department of Transportation (IDOT hereafter) is responsible for plowing and salting all State-owned roadways. In Lake Forest, this includes Rte. 41, 43, and 60. Equipment to plow these roads comes from IDOT's Gurnee Maintenance Facility. Over recent years, IDOT has had its challenges meeting the obligation of plowing Rte. 43 & 60 in a timely manner. For many years, IDOT has had problems with reliability of its older snow plow fleet and was limited on the hours its mechanics could spend repairing said equipment. This, along with reductions in IDOT's operating budget, resulted in many State roadways receiving less than expected snow removal and salting services.

For the past two winters, The City of Lake Forest has entered into one year agreements with IDOT to plow and salt these two State routes. The first-year agreement was created as a pilot program to see if both the City could incorporate the added responsibilities into its snow program while meeting IDOT's quality and response time expectations. After the first year the City had informed IDOT it would be interested in pursuing a 10-year agreement. IDOT responded that such long-term agreements were created in their Springfield office and that they did not believe they could have an agreement completed in time for the upcoming winter. IDOT therefore proposed entering into an identical agreement with the same financial terms for last winter.

This past spring, the City once again requested a long term agreement. IDOT officials agreed to create such an agreement and that the term would be four years in order to align Lake Forest with all other existing maintenance agreements between the State and other municipalities. In year 2025, IDOT stated that they will review and renew all of these agreements. In 2025, if the City were interested, it could enter into a 10-year agreement with IDOT.

The following chart provides a breakdown of the costs associated with the past two winter's program. IDOT has paid the City in full per each year's agreed amount of \$93,131.36.

2019 – 2020 Snow Season

Month	Event Total	Inches of Snow	Reg Hour	Reg Cost	OT Hours	OT Rate	TOTAL Hours	TOTAL Rate	Salt Tons	Salt Cost	Equip. Cost	TOTAL COST
December	2	3"	4.5	\$171.68	8	\$463.35	12.5	\$635.03	21.86	\$1,418.28	\$187.50	\$2,240.81
January	7	10"	7.5	\$286.14	54.5	\$3,118.77	62	\$3,404.91	117.33	\$7,612.37	\$930.00	\$11,947.28
February	5	8.25"	17	\$648.56	28.50	\$1,630.91	45.50	\$2,279.47	90.02	\$5,840.50	\$682.50	\$8,802.47
TOTAL	14	21.25"	29	\$1,113.58	91	\$5,213.03	120	\$6,326.61	229.21	\$14,871.14	\$1,800.00	\$22,997.75

2020 – 2021 Snow Season

Month	Event Total	Inches of Snow	Reg Hour	Reg Cost	OT Hours	OT Rate	TOTAL Hours	TOTAL Rate	Salt Tons	Salt Cost	Equip. Cost	TOTAL COST
December	1	4"	-	-	11.75	\$689.14	11.75	\$689.14	23	\$1,564.00	\$176.25	\$2,429.39
January	8	28"	8	\$312.80	65.50	\$3,960.96	73.50	\$4,273.76	134.17	\$9,123.56	\$1,102.50	\$14,499.82
February	8	30.5"	36.5	\$1,426.85	70	\$4,104.99	106.50	\$5,531.84	239.29	\$16,271.72	\$1,597.50	\$23,401.06
TOTAL	17	62.5"	44.5	\$1,739.65	147.25	\$8,755.09	191.75	\$10,494.74	396.46	\$26,959.28	\$2,876.25	\$40,330.27

PAST PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	September 8, 2021	Recommended City Council Approve the Four-Year Winter IDOT Agreement
City Council	October 5, 2020	Approved the Winter 2020/2021 IDOT Agreement
City Council	December 2, 2019	Approved the Winter 2019/2020 IDOT Agreement

BUDGET/FISCAL IMPACT: The total four-year agreement amount is \$282,972. This equates to an annual amount of \$70,743; \$22,388.36 less than the \$93,131.36 provided for each of the past two fiscal years. Staff inquired with IDOT as to the reasoning for the reduction. Staff was told that because the City had requested a long term agreement, IDOT's Department headquarters in Springfield creates those agreements, *not* staff at District 1 in Schaumburg. Springfield staff noted that the agreement calculations and terms are the same as all 10-year municipal agreements. They noted that with the past two agreements being created and approved in Schaumburg's District 1 office, there was more flexibility to increase the amount provided. They noted that this increase was based on IDOT's significant need for winter assistance. The City Attorney has reviewed and approved the terms of agreement as they are very similar to the past two agreements.

For Fiscal Year 2021, the Department's operating budget did not include the revenue nor the additional expenses related to this agreement, as the City was in the first pilot year for providing these services. Fiscal year 2022 had similar circumstances. Although a supplemental appropriation is not anticipated, if needed, it would be presented for City Council approval at the end of the fiscal year.

With regards to salt, the City currently has 2,040 tons of salt on hand. At the March 15, 2021 City Council meeting, City Council approved the purchase of an additional 2,400 tons of salt for either the upcoming or following winter. 1,918 tons remain available to order from the approved 2,400 tons.

With regards to equipment, the FY '22 capital equipment budget included the purchase of an additional mini-loader to assist with the overall plowing and salting of the two State routes. Use of an additional mini-loader removes the need for a five-yard dump truck in the CBD. This truck has now been re-assigned to assist the current one truck working both State routes.

As far as manpower and potential impacts from Covid, Department staff are updating its contingency plan for the upcoming winter. Staff is updating its plan that involves all levels of the Department as well as incorporating personnel from other Departments. Staff feels confident that it will be able to provide plowing and salting services for all Lake Forest roadways and Routes 43 & 60.

COUNCIL ACTIONS: Authorize the City Manager to Enter into a Four-Year Agreement with the Illinois Department of Transportation for the Plowing and Salting of Route 43 (Rte. 176-Rte. 22) and Route 60 (Rte. 41-Field Drive) for the Winters of '21/'22 through 24/'25

8. SUBJECT: Award of Bid for the Replacement of Two CSO Pick-Up Trucks for the Police Department to Miles Chevrolet in the Amount of \$59,962

STAFF CONTACT: *Dan Martin, Superintendent of Public Works (810-3561)*

PURPOSE AND ACTION REQUESTED: Staff is requesting City Council award a bid for the replacement of two Police Department CSO pick-up trucks.

BACKGROUND/DISCUSSION: The Police Department CSO's utilize a Chevrolet Silverado, a GO-4 parking enforcement scooter, and an all-electric Polaris G.E.M. scooter. Police Department staff are requesting replacement of both the Silverado and G.E.M. scooter with two smaller pick-up trucks. The FY '22 capital equipment budget includes funding for the replacement of an unmarked squad car, # 16. Both Police Department staff and the Fleet Maintenance Supervisor agree that the current CSO pick-up truck, with its higher mileage and current mechanical condition (149,000 miles versus 87,000 miles on car # 16) should be replaced instead of car # 16. Additionally, Police Department staff are requesting replacement of the Polaris G.E.M. scooter via the Department's Police Restricted Fund, also referred to in the past as the Seizure Fund. The second request is due to an increased CSO presence on each patrol shift and an enhanced Department response to large scale emergency or severe weather events.

The three year old Silverado has accrued approximately 149,000 miles and will be moved into the City's vehicle pool system for various City uses throughout the year. The second of the two parking scooters, the all-electric G.E.M. has been moved to the Cemetery. The Polaris G.E.M. scooter was placed into service in 2017. With its all electric drivetrain, the CSO's could not rely on a charge being sufficient to last an entire shift of dedicated parking enforcement. The scooter used standard nickel cadmium marine batteries; an upgrade to more energy efficient lithium-ion pack was cost prohibitive (approximately \$15,000-\$20,000). As it was used, Department staff learned that the unit was not built for operation in cold climates. Its heater was intentionally small to conserve an electrical charge and could not adequately heat the vehicle in temperatures below 40 degrees Fahrenheit. The electric range was significantly impacted during winter months (nearly half) which required a two-hour recharge mid-shift, negatively affecting parking enforcement efforts. Finally, the unit's design incorporated too high of torque on its front wheels. This caused excessive wheel spin on wet or snowy pavement; alternative tires were installed, but this did not resolve wheel spin issue.

PROJECT REVIEW/RECOMMENDATIONS:

Reviewed	Date	Comments
Public Works Committee	November 30, 2020	Reviewed & Approved FY '21 Capt. Eqpt.

BUDGET/FISCAL IMPACT: As previously noted, the current Chevrolet Silverado will be placed in the City's vehicle pool system. An older pick-up truck will be traded in on the first purchase and funded via the City's Capital Fund. The second pick-up will be funded via the Police Department's Restricted Fund which has been verified by legal counsel as an allowable use of the funds.

The following bids were received on September 9, 2021:

Capital Fund

Dealer	Model	Bid Amount	Trade	Net
Anthony Buick/GMC*	GMC Canyon	\$33,192	\$10,000	\$23,192
Miles Chevrolet	Chevrolet Colorado	\$30,981	\$2,000	\$28,981
Ray Chevrolet	Chevrolet Colorado	\$31,799	\$1,000	\$30,799

Police Restrictive Fund

Dealer	Model	Bid Amount
Miles Chevrolet	Chevrolet Colorado	\$30,981
Anthony Buick/GMC	GMC Canyon	\$33,192
Ray Chevrolet	Chevrolet Colorado	\$31,799

*Anthony Buick / GMC noted eleven basic packages and/or options that were not available due to the "global supply chain". Because of these exceptions, their bid did not meet the bid specification.

The City's fleet of pickups, one ton dumps, and building inspection vehicles is 98% GM products. The City has had very good experience with these vehicles and has a good working relationship with surrounding GM dealerships. With a majority of the fleet being GM vehicles, the mechanics are able to streamline repairs and the parts inventory is minimized due to many common parts. Warranty work can be completed at any GM dealership and parts are readily available throughout the area. Staff therefore recommends awarding the bid to lowest responsive and responsible bidder.

Has competitive pricing been obtained for proposed goods/services? **Yes**

Per the Purchasing Directive 3-5, staff sent bid specifications to multiple dealerships, had the invitation to bid printed in a local newspaper, and placed all specifications on the City's website.

If the bid is awarded by City Council, staff anticipates receiving the replacement trucks in late spring / early summer, 2022. Below is a summary of the two pick-up truck's budgets. The \$3,891 overage in the Capital Fund will be funded through savings with other FY '22 capital equipment purchases.

FY2022 Funding Source	Amount Budgeted	Amount Requested	Budgeted? Y/N
Capital Fund 311-5003-475.75-02	\$25,000	*\$28,981	Y

*\$28,981 is net of trade-in

FY2022 Funding Source	Account Budget	Amount Requested	Budgeted? Y/N
Police Restricted Fund 247-7672-475.75-02	\$65,000	\$30,981	Y

COUNCIL ACTION: Award of Bid for the Replacement of Two CSO Pick-Up Trucks for the Police Department to Miles Chevrolet in the Amount of \$59,962.

9. Consideration of Ordinances Approving Recommendations from the Zoning Board of Appeals. (First Reading, and if Desired by the City Council, Final Approval)

STAFF CONTACT: Catherine Czerniak,
Director of Community Development (810-3504)

PURPOSE AND ACTION REQUESTED: The following recommendations from the Zoning Board of Appeals are presented to the City Council for consideration as part of the Omnibus Agenda.

BACKGROUND/DISCUSSION:

1191 Estes Avenue – The Zoning Board of Appeals recommended approval of a variance to allow a driveway that exceeds the maximum width permitted in the front yard setback. Two letters in support of the petition were presented to the Board. (Board vote: 7-0, approved)

80 Winston Road – The Zoning Board of Appeals recommended approval of a variance to allow a driveway that exceeds the maximum width permitted in the corner side yard setback. There was no public testimony on this petition. (Board vote: 7-0, approved)

The Ordinances approving the petitions as recommended by the Zoning Board of Appeals, with key exhibits attached, are included in the Council packet beginning on **page 33**. The Ordinances, complete with all exhibits, are available for review in the Community Development Department.

COUNCIL ACTION: If determined to be appropriate by the City Council, waive first reading and grant final approval of the Ordinances approving the petitions in accordance with the Zoning Board of Appeals' recommendations.

COUNCIL ACTION: Approval of the nine (9) omnibus items as presented.

6. OLD BUSINESS

7. NEW BUSINESS

1. Consideration of an Ordinance Approving a Purchase and Donation Agreement with Hart Lake Forest, LLC and the Ragdale Foundation Regarding Property Generally Located at 1272 N. Green Bay Road, Lake Forest, Illinois (First Reading, and if Desired by the City Council, Final Approval)

STAFF CONTACT: Catherine Czerniak,
Director of Community Development (810-3504)

PURPOSE AND ACTION REQUESTED: The Council is asked to consider approving, by Ordinance, a Purchase and Donation Agreement that will reassemble a large portion of the original Howard Van

Doren Shaw Ragdale Farm Property, place it under City ownership at no cost to the City, and enhance the Ragdale Campus.

BACKGROUND/DISCUSSION:

Through the generosity of the Hart/Lansing family, the City, in collaboration with the Ragdale Foundation, has the opportunity to reassemble a significant portion of the original Ragdale Farm. Members of the Hart and Lansing family have, for many years, envisioned reconnecting portions of the 5.581 acre Hart property with the Ragdale Campus not only for the benefit of Ragdale, but to assure that this historic and environmentally sensitive property is preserved and protected long into the future for the benefit of the Lake Forest community and artists worldwide. The Hart family has had a long and close personal relationship with the descendants of Howard Van Doren Shaw, the original owner and architect of the Ragdale Farm.

The transfer of just over two acres of the Hart property to the City is made possible by the Hart/Lansing family's desire to make a combination sale and donation of the property to the City and by the Ragdale Foundation's willingness to fund the purchase of the property. A lead donor has stepped forward with a significant contribution to the Ragdale Foundation to make this transaction possible. After the purchase, the property will be owned by the City as is the majority of the existing Ragdale Campus, and Ragdale will continue to operate on the expanded City owned site under the terms of an Operating Agreement and Special Use Permit, both of which will be amended to reflect the expanded property. The details of the three party transaction are detailed in the Purchase and Donation Agreement included in the Council packet beginning on **page 47**.

This transaction includes various components which are detailed in the documents included in the Council packet. Highlights of the key elements of the Purchase and Donation Agreement is provided below.

- Hart Donation Parcel – Just over two acres of the Hart property will be transferred to the City of Lake Forest under the terms of the Purchase and Donation Agreement.
- Ragdale Foundation – The Foundation will fund the purchase of the property from the Hart/Lansing family.
- Retained Properties - The Hart/Lansing family will retain portions of the Hart property, 3.464 acres for continue use by family members.
- Easement – The Hart/Lansing family will retain an access easement over a portion of the Hart donation parcel.
- Right of First Refusal – The City and the Ragdale Foundation will hold a senior and junior right, respectively, of first refusal to purchase the properties retained by the Hart/Lansing family if the sale of all or any portion of the Retained Properties is contemplated in the future.
- Amendments to the Operating Agreement and Special Use Permit and Property Line Shift – The Purchase and Donation Agreement acknowledges that further City reviews and approval are required to update various documents governing Ragdale's operation on the expanded property.
- "Donut Hole Parcel" – Unrelated to the Hart Donation Parcel, the City and the Ragdale Foundation are taking this opportunity to clean up a long standing ownership anomaly. A

small parcel internal to the Ragdale Campus, "the donut hole" was conveyed by a descendant of Howard Van Doren Shaw directly to the Ragdale Foundation. Both the City and the Foundation have discussed transfer of this parcel over many years for consistency with the ownership of the overall property. This transfer is incorporated into the Purchase and Donation Agreement.

Importantly, the operation and uses on the Ragdale Campus will not change as a result of the incorporation of the additional property into the City's ownership and the Ragdale Campus. Instead, the addition of the Hart property will provide the opportunity to improve upon the space currently available to accommodate artists with a variety of talents and abilities and will provide additional outdoor space to support the Ragdale Ring and other low intensity activities.

An updated Master Plan for the expanded Ragdale Campus will be considered through a Special Use Permit amendment process. A public hearing on the amended Special Use Permit is anticipated in November before the Zoning Board of Appeals. Concurrently, work is underway to update the Operating Agreement between the City and the Ragdale Foundation. If the Council approves the Purchase and Donation Agreement, it is expected that both of these documents will be before the Council for consideration in December, 2021, with the closing on the Hart Property following shortly thereafter. Council consideration of the Purchase and Donation Agreement is an important next step in allowing the other work to proceed.

In summary, the collaboration of the various parties on this project; the Hart/Lansing family, the Ragdale Foundation and staff, and the City, is yet another example of the value of long term planning but more importantly, of the amazing generosity of community members and the value placed on preserving and building upon the unique character and qualities of Lake Forest.

COUNCIL ACTION: If determined to be appropriate by the City Council, waive first reading and grant final approval of the Ordinance

- 1) Approving the Purchase and Donation Agreement; and
- 2) Authorizing the Mayor and City Clerk to execute the Purchase and Donation Agreement; and
- 3) Authorizing and directing the City Manager to take all steps necessary to implement and enforce the terms of the Purchase and Donation Agreement.

8. ADDITIONAL ITEMS FOR DISCUSSION/ COMMENTS BY COUNCIL MEMBERS
--

9. ADJOURNMENT

A copy of the Decision Making Parameters is included beginning on **page 16** of this packet.

An instruction guide on how to participate at a City Council meeting is included beginning on **page 17**.

Office of the City Manager

September 29, 2021

The City of Lake Forest is subject to the requirements of the Americans with Disabilities

Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are required to contact City Manager Jason Wicha, at (847) 234-2600 promptly to allow the City to make reasonable accommodations for those persons.



THE CITY OF LAKE FOREST

DECISION-MAKING PARAMETERS FOR CITY COUNCIL, AND APPOINTED BOARDS & COMMISSIONS

Adopted June 18, 2018

The City of Lake Forest Mission Statement:

"Be the best-managed, fiscally-responsible and appealing community and promote a community spirit of trust, respect and citizen involvement."

The Lake Forest City Council, with the advice and recommendations of its appointed advisory Boards and Commissions, Lake Forest Citizens, and City Staff, is responsible for policy formulation and approval. Implementation of adopted strategy, policy, budgets, and other directives of Council is the responsibility of City Staff, led by the City Manager and Senior Staff. The Mayor and Aldermen, and appointed members of Boards and Commissions should address matters in a timely, deliberate, objective and process-driven manner, making decisions guided by the City of Lake Forest Strategic and Comprehensive Plans, the City's Codes, policies and procedures, and the following parameters:

- Motions and votes should comprise what is in the best long-term interests of all Lake Forest citizens, measured in decades, being mindful of proven precedents and new precedents that may be created.
- All points of view should be listened to and considered in making decisions with the long-term benefit to Lake Forest's general public welfare being the highest priority.
- Funding decisions should support effectiveness and economy in providing services and programs, while mindful of the number of citizens benefitting from such expenditures.
- New initiatives should be quantified, qualified, and evaluated for their long-term merit and overall fiscal impact and other consequences to the community.
- Decision makers should be proactive and timely in addressing strategic planning initiatives, external forces not under control of the City, and other opportunities and challenges to the community.

Community trust in, and support of, government is fostered by maintaining the integrity of these decision-making parameters.

The City of Lake Forest's Decision-Making Parameters shall be reviewed by the City Council on an annual basis and shall be included on all agendas of the City Council and Boards and Commissions.

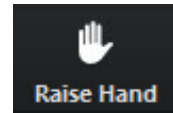
CITY COUNCIL – REMOTE ACCESS MEETING GUIDE

Rules:

- [An online guide to using Zoom is available here](#)
- Participants can join using the Zoom application, using the call in number located at the top of the agenda, or can stream the meeting live via YouTube.
- All Participants should use their real name (first and last) to identify themselves in the meeting.

Public Participation:

- Please wait to be recognized by a staff member, and the Mayor prior to making your comment.
- If you would like to address your public comment to the City Council live, you can use one of two options
 - The Raise hand function via the zoom application.
 - If you are using the raise hand function, wait to be promoted to turn on your microphone to make a comment. There is a slight delay after you are promoted. You can then unmute yourself and address your comments to the City Council.
 - Calling the public comment line at 847-810-3643
 - If you are calling the public comment line, be sure to step away from your computer or TV, where you are watching the meeting, to avoid feedback.



	Device	Audio	Connection
Ideal	Zoom app on a desktop or Laptop	A headset with microphone	Wired connection via Ethernet
Better	Zoom app on a mobile phone or tablet	A headset (using built-in microphone) Using a phone to dial in	Connected Wirelessly via WiFi
Okay	Calling into conference line (without Zoom app)	Computer speakers (using built-in microphone) Speakerphone on phone	Connected via 4G / LTE (cellular data) Using a phone to dial in
Tips	Make sure your device is fully charged and you have access to Zoom on your device	When Participating, pick a quiet space to avoid any background noise	If you have to use WiFi, try to pick a workspace close to your router.

The City of Lake Forest
CITY COUNCIL MEETING
Proceedings of the Monday, September 20, 2021
City Council Meeting - City Council Chambers
REMOTE ACCESS MEETING

CALL TO ORDER AND ROLL CALL: The City Clerk asked for a motion to appoint Alderman Morris as Mayor Pro Tem. Alderman Rummel made a motion to appoint Alderman Morris as Mayor Pro Tem, seconded by Alderman Notz. The following voted “Aye”: Alderman Morris, Karras, Rummel, Notz, Preschlack, Goshgarian, Buschmann and Weber. The following voted “Nay”: None. 8-Ayes, 0 Nays, motion carried. Morris called the meeting to order at 6:33pm

Present: Alderman Morris, Alderman Karras, Alderman Rummel, Alderman Notz, Alderman Preschlack, Alderman Goshgarian, Alderman Buschmann and Alderman Weber.

Absent: Honorable Mayor Pandaleon

CALL TO ORDER AND ROLL CALL

PLEDGE OF ALLEGIANCE was recited.

REPORTS OF CITY OFFICERS

COMMENTS BY MAYOR

Mayor Pro Tem Morris made the following statement as required by the Open Meetings Act. In accordance with state statute, Mayor Pro Tem Morris has made a determination that it was not practical or prudent to schedule an in-person City Council meeting because of the COVID-19 pandemic, which is why this September 20, 2021 City Council meeting is being held remotely.

A. Swearing in Firefighter/Paramedic Nick Dovel

Mayor Pro Tem Morris introduced Fire Chief, Pete Siebert, to present the swearing in of Firefighter/Paramedic, Nick Dovel. Chief Siebert began by thanking the Council and community members who came to support the Fire Department during the 9/11 Ceremony. Chief Siebert then displayed a video of the swearing in of Nick Dovel, and provided extensive background of his work ethic and experience.

B. Report on General Obligation Refunding Bonds

Mayor Pro Tem Morris introduced Finance Director, Elizabeth Holleb, to report on the general obligation bond refinancing. Director Holleb provided a brief background, explaining what general obligation refunding is, and how it is similar to the refinancing on a mortgage. She provided a timeline, setting forth specific criteria, to allow the City to proceed with the bond issue. The online auction was held on August 19, 2021, of the 9 bidders, the City was able to get the interest rate to 1.0065%, saving the City \$1.6 million over the life of the 2013 bond issue.

The City Council thanked the Finance department for their work, continuously monitoring the market to provide the City with the best interest rate.

The City Council asked clarifying questions regarding the true interest rate.

COMMENTS BY CITY MANAGER

A. Community Spotlight

- Dr. Montgomery, Superintendent for Lake Forest School Districts 67 and 115

City Manager, Jason Wicha introduced the new Lake Forest School Superintendent, by providing a brief history and background on Dr. Montgomery, and welcomed him to provide further comments to share upcoming initiatives in the Lake Forest School district. Dr. Montgomery provided background on his family, and their move to Lake Forest, learning about the community and local traditions. He provided information regarding, in-person school resuming, his entry plan for the school districts and educational philosophy. Dr. Montgomery further provided Elementary School District 67, and High School District 115 statistics from the 2020-2021 school year.

The City Council asked clarifying questions regarding the statistics of current staff members pursuing advanced degrees. The City Council thanked Dr. Montgomery for his work, only having just began his work with the school district.

OPPORTUNITY FOR CITIZENS TO ADDRESS THE CITY COUNCIL ON NON-AGENDA ITEMS

Members of the public can provide public comment by calling into the following number during the meeting: 847-810-3643

COMMITTEE REPORTS

ITEMS FOR OMNIBUS VOTE CONSIDERATION

- 1. Approval of September 7, 2021, City Council Meeting Minutes**
- 2. Acknowledge Receipt of the Notification of Sale of General Obligation Refunding Bonds, Series 2021**
- 3. Approval of the Purchase of a New Storage Array for the City's Data Center in the Amount of \$54,814 Based on State of Illinois Contract**
- 4. Approval of a 3 Year Renewal Agreement for Microsoft Enterprise Licensing with Dell Marketing L.P. Based on State of Illinois Contract**
- 5. Award of Proposal to Data Works Plus LLC. for the Purchase of a Live Scan Fingerprint System in the amount of \$28,637.00**
- 6. Approval of the Purchase of Computer Workstations, Laptops, Hybrid Tablets, and Rugged Tablets for All City Departments**
- 7. Award of Bid for the 2021 Dickinson Hall Tuck Pointing Project to the Lowest Responsive and Responsible Bidder, Bruce Brugioni Construction, in the Amount of \$130,533.47 to Include a 10% Contingency Amount of \$13,053.35 for a Grand Total of \$143,586.82**
- 8. Authorization for the City Manager to enter into a Professional Services Agreement with 20-10 Engineering Group and HOH Group for Facility Mechanical Engineering Services**

- 9. Award of Bid for a Three-Year Fire Alarm Testing & Inspection Services Contract to Esscoe, LLC in the Amount of \$30,016**
- 10. Approval of a Resolution Committing Local Funds for the 2021 Safe Routes to School Program for The City of Lake Forest Project Grant Application and the Authorization of the City Manager to Execute Related Grant Application Documents**
- 11. Consideration of Ordinances Approving Recommendations from the Building Review Board. (First Reading, and if Desired by the City Council, Final Approval)**
- 12. Consideration of Ordinances Approving Recommendations from the Zoning Board of Appeals. (First Reading, and if Desired by the City Council, Final Approval)**

COUNCIL ACTION: Approval of the twelve (12) Omnibus items as presented

Mayor Pro Tem Morris asked members of the Council if they would like to remove any item or take it separately. Seeing none, he asked for a motion.

The City Council had additional discussion regarding item #10.

Alderman Weber made a motion to approve the twelve (12) Omnibus items as presented, seconded by Alderman Notz. The following voted "Aye": Alderman Morris, Karras, Rummel, Notz, Preschlack, Goshgarian, Buschmann and Weber. The following voted "Nay": None. 8-Ayes, 0 Nays, motion carried.

Information such as Purpose and Action Requested, Background/Discussion, Budget/Fiscal Impact, Recommended Action and a Staff Contact as it relates to the Omnibus items can be found on the agenda.

ORDINANCES

OLD BUSINESS

NEW BUSINESS

ADDITIONAL ITEMS FOR COUNCIL DISCUSSION/COMMENTS BY COUNCIL MEMBERS
--

ADJOURNMENT

There being no further business Mayor Pro Tem Morris asked for a motion. Alderman Notz made a motion to adjourn, seconded by Alderman Rummel. Motion carried unanimously by voice vote at 7:13 pm.

Respectfully Submitted
Margaret Boyer, City Clerk

A video of the City Council meeting is available for viewing at the Lake Forest Library and on file in the Clerk's office at City Hall. You can also view it on the website by visiting www.cityoflakeforest.com. Click on I Want To, then click on View, then choose Archived Meetings Videos.

September 16, 2021

Mayor Pandaleon
The City of Lake Forest
220 E. Deerpath
Lake Forest, IL 60045

Dear Mayor Pandaleon,

Northwestern Medicine Lake Forest Hospital is asking for the City Council's consideration of a waiver for the requirements of the fidelity bond, with regards to our Nursing Basket Raffle license application. The Nursing Basket Raffle includes items with an estimated value of approximately \$2,000.00 and we anticipate the number of tickets to be sold at 1,000.

Thank you in advance, for your consideration.

Sincerely,



Karen Mahnke, MSN, RN, NEA-BC
Director, Nursing Operations and Associate Chief Nurse Executive



LAKE FOREST
CHAMBER OF COMMERCE
LAKE BLUFF

Mayor George Pandaleon
City of Lake Forest
220 E. Deerpath
Lake Forest, IL 60045

Dear Mayor Pandaleon:

The Lake Forest/Lake Bluff Chamber of Commerce is preparing to host its second annual "Lake Forest "Then & Now Auto Show" on Sunday, October 10, at the West Lake Forest Train Station.

With an estimated 1,500+ in attendance and more than 100 classic and contemporary cars displayed in 2019, we are excited at the prospect of bringing it all back this year and building on the event's success with two new components – the "Food & Libation Station" featuring food and beverages from our local eateries and drinkeries, and a raffle to generate additional excitement.

The raffle will be held on site in the train station to bring people into the station building to purchase and enjoy the food and beverage. The raffle will feature primarily sports and auto-related items with an estimated value of \$700 and we anticipate selling 500 tickets.

We respectfully ask for the City Council's consideration of a waiver for the requirement of the fidelity bond.

Thank you for the City's partnership and support of this event.

A handwritten signature in black ink, reading "Joanna Rolek".

Joanna Rolek
Executive Director

THIRD AMENDMENT TO MANAGEMENT AGREEMENT

THIS THIRD AMENDMENT (“*Third Amendment*”) to the Management Agreement dated as of January 1, 2015 by and between The City of Lake Forest, Illinois, an Illinois home rule and special charter municipal corporation (“*Owner*”), and Kemper Sports Management, Inc., an Illinois corporation (“*KSM*”), is made and entered into as of , 2021, by and between Owner and KSM. Capitalized terms used herein but not defined shall have the meanings as set forth in the Agreement.

WITNESSETH:

WHEREAS, the Owner owns the public golf course, clubhouse and related facilities located in Lake Forest, Illinois known as the “Deerpath Golf Course” and;

WHEREAS, in January of 2015, the Owner and KSM entered into an Agreement for KSM to provide certain management services for the Deerpath Golf Course (“*Original Agreement*”); and

WHEREAS, the parties have subsequently amended the Original Agreement by the First Amendment and the Second Amendment (the Original Agreement and the First and Second Amendments shall be collectively referred to as the “*Agreement*”); and

WHEREAS, the Owner and KSM now desire to further amend the Agreement as set forth herein.

NOW, THEREFORE, for and in consideration of the covenants, agreements and obligations of the respective parties as set forth herein, Owner and KSM agree as follows:

Section 1. Amendment to Article 7 -Insurance. Article 7 of the Agreement is hereby deleted and replaced in its entirety with the following:

“ARTICLE 7

INSURANCE

7.1 Insurance Coverage. During the Term, the following insurance shall be maintained in connection with operations at the Property:

7.1.1 Insurance Maintained by Owner. During the Term Owner shall secure and maintain, at its own cost, the insurance described in (A) and (B) below:

- (A) Property Insurance covering loss or damage to the buildings, structures or other Improvements, contents, equipment and supplies. KSM understands that coverage for flood, earthquake or wind damage shall be excluded from coverage and damages connected with such events shall be an Operating Expense.

~~Special Note: the limits of liability specified in A and B above can be satisfied through a combination of primary, umbrella, or excess liability policies, provided that the coverage under such umbrella or excess liability policies is at least as broad as the primary coverage.~~

(~~EB~~) Commercial Business Automobile Liability Insurance including coverage for all owned vehicles providing coverage for bodily injury and property damage liability with combined single limits of not less than \$1,000,000.

(~~DC~~) Business Interruption, Loss of Income and Extra Expense Insurance that will reimburse Owner for direct and indirect loss of earnings attributable to six months of business interruption and for the actual loss sustained until the structures are substantially rebuilt after an insured property loss.

Special Note: the limits of liability specified in B above can be satisfied through a combination of primary, umbrella, or excess liability policies, provided that the coverage under such umbrella or excess liability policies is at least as broad as the primary coverage.

7.1.2 Insurance Maintained by KSM. During the Term, KSM agrees to secure and maintain insurance as set forth ~~in (A), (B), (C), (D), (E), (F) and (G)~~ below. To the extent that KSM secures insurance only in connection with the Property, the Owner shall have the right to review and approve the policies for such coverages. To the extent that KSM meets the insurance requirements for ~~(A), (B), (C), (D), (E), (F) and (G)~~ below through policies applicable to multiple sites inclusive of the Property, KSM's allocation methodology for premium costs shall be subject to the reasonable review and approval of the Owner.

(A) Employment Practices ("EPLI"), Directors and Officers Fiduciary and Crime Liability Insurance of not less than \$5,000,000 each occurrence.

(B) Workers' Compensation Insurance in such amounts that comply with applicable statutory requirements, and Employer's Liability limits, including Umbrella Liability Insurance, if necessary, of not less than \$1,000,000 per accident, \$1,000,000 disease-policy limit, and \$1,000,000 disease each employee.

(C) Fidelity Bond or Fidelity Insurance covering all employees who have access to, have responsibility for, or who handle Owner funds.

(D) Commercial Liquor Liability providing coverage for damages arising out of the selling, serving, serving or furnishing of any alcoholic beverage with a limit of \$5,000,000 per occurrence/\$5,000,000 aggregate limit or the minimum limits required by statute if higher.

(E) Commercial General Liability and/or Umbrella/Excess Liability Insurance providing coverage for bodily injury and property damage arising in connection with the operation of the Property and including coverage for contractual liability providing limits of not less than:

Bodily Injury and Property Damage Liability: \$5,000,000 each occurrence

Personal Injury and Advertising Liability: \$5,000,000 per person or per organization

General Policy Aggregate: \$5,000,000

Products Liability/Completed Operations Aggregate: \$5,000,000

~~(F) — Commercial Business Automobile Liability Insurance including coverage for all non-owned, and hired vehicles providing coverage for bodily injury and property damage liability with combined single limits of not less than \$1,000,000.~~

Special Note: the limits of liability specified above can be satisfied through a combination of primary, umbrella, or excess liability policies, provided that the coverage under such umbrella or excess liability policies is at least as broad as the primary coverage

The Premium expenses for the insurance requirements set forth in ~~(A), (B), (C), (D), (E), of this~~ Section 7.1.2 ~~above~~ shall be included as Operating Expenses in the Budget.

7.1.3 Additional Insured Status. All liability insurance coverage maintained by either party hereunder shall name the other party as additional insured on a primary and non-contributory basis to the extent of the Parties' respective indemnification obligations under Article 9 and shall be maintained with insurance companies rated at least A- by Best Key Rating Guide and shall be licensed to do business in Illinois. Alternatively, Owner may maintain insurance through membership in a self-insured joint municipal risk pool. The Parties shall deliver to the other certificates of such insurance evidencing the required policies and additional insured status. Neither party shall use the Property in any way, or permit upon the Property anything, that will invalidate any policy of insurance now or hereafter carried on the Property or any building or structure thereon. Each party acknowledges that the other party has made no representation or warranty that the above coverages are sufficient to fully protect the other party.

7.2 Option for KSM to Provide Insurance. Upon Owner's prior written request to KSM and KSM's acknowledgement that KSM is able to secure the insurance coverage in question, KSM may procure and maintain, at Owner's sole cost and expense (as an Operating Expense), with insurance companies rated at least A- by Best's Key Rating Guided, and licensed to do business in Illinois, any of those lines of insurance specified in Section 7.1.1 (A) and (B) above. All such insurance shall name Owner as an additional insured. KSM shall deliver to Owner certificates of insurance evidencing such policies."

Section 2. Amendment to Article 9-Indemnification. Article 9 of the Agreement is hereby deleted in its entirety and replaced with the following:

"ARTICLE 9

INDEMNIFICATION

9.1 Owner's Indemnification Obligations. Owner shall defend, indemnify and hold KSM and each of its shareholders, members, officers, directors, managers, employees, agents, and representatives (the "KSM Related Parties") harmless of and from all liability, loss, damage, cost, or expense (including without limitation, reasonable attorneys' fees and expenses) arising from or relating to (i) the ownership or

construction of the Property; (ii) Hazardous Materials or other conditions existing at the Property prior to the Commencement Date or as otherwise set forth in Section 3.7; (iii) the authorized use by KSM of Property trade names, trademarks, logos or other intellectual property of the Owner used in connection with the Property; (iv) any negligent acts or omissions of Owner (or its officers, directors, agents, employees, representatives, contractors and others for whom Owner is responsible) relating to the Owner's obligations under this Agreement; (v) the Owner's operation or management of the Property prior to the Term; (vi) the relationship between Owner or any of Owner's affiliates and the prior management company of the Property or any acts or omissions of the prior management company; and (vii) any breach by Owner of any of Owner's covenants, representations, and warranties herein; to the fullest extent permitted by law, except to the extent such liabilities were caused by KSM's negligent acts or omissions, willful or criminal misconduct, or fraud. Owner's duty to defend and indemnify KSM and KSM Related Parties under this Section 9.1 shall survive the expiration of the Term.

9.2 KSM's Indemnifications Obligations. KSM shall defend, indemnify and hold Owner and Owner's elected officials, officers, directors, employees, agents, and representatives ("Owner Related Parties") harmless of and from all liability, loss, damage, cost, or expense (including, without limitation, reasonable attorneys' fees and expenses) caused in whole or in part by the negligent acts or omissions of KSM (or its officers, directors, agents, employees, representatives, contractors and others for whom KSM is responsible), any breach by KSM of any of KSM's covenants, representations, and warranties contained in this Agreement, or any other damages related to KSM's occupancy of, presence on, management or use of the Property or any structures thereon, including any labor or employment condition or situation related to employees hired by KSM (except to the extent legal fees and expenses, damages and other costs in connection with such labor or employment condition or situation are defined as Operating Expenses in Exhibit A), to the fullest extent permitted by law, except to the extent such acts or omissions were explicitly directed or approved by the Owner, or such liabilities were caused by Owner's willful or criminal misconduct, negligence or fraud ~~specifically relating to the Owner's obligations under this Agreement.~~ KSM's duty to defend, indemnify, and hold harmless Owner and the Owner Related Parties shall survive the expiration of the Term."

Section 3. **Full Force and Effect.** Except as otherwise specifically modified by this Third Amendment, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the date written above.

KEMPER SPORTS MANAGEMENT, INC.

CITY OF LAKE FOREST, ILLINOIS

By: _____
Steven K. Skinner

Chief Executive Officer

By: _____

Name: _____

Title: _____

THIRD AMENDMENT TO MANAGEMENT AGREEMENT

THIS THIRD AMENDMENT (“*Third Amendment*”) to the Management Agreement dated as of January 1, 2015 by and between The City of Lake Forest, Illinois, an Illinois home rule and special charter municipal corporation (“*Owner*”), and Kemper Sports Management, Inc., an Illinois corporation (“*KSM*”), is made and entered into as of October 1, 2021 by and between Owner and KSM. Capitalized terms used herein but not defined shall have the meanings as set forth in the Agreement.

WITNESSETH:

WHEREAS, the Owner owns the public golf course, clubhouse and related facilities located in Lake Forest, Illinois known as the “Deerpath Golf Course” and;

WHEREAS, in January of 2015, the Owner and KSM entered into an Agreement for KSM to provide certain management services for the Deerpath Golf Course (“*Original Agreement*”); and

WHEREAS, the parties have subsequently amended the Original Agreement by the First Amendment and the Second Amendment (the Original Agreement and the First and Second Amendments shall be collectively referred to as the “*Agreement*”); and

WHEREAS, the Owner and KSM now desire to further amend the Agreement as set forth herein.

NOW, THEREFORE, for and in consideration of the covenants, agreements and obligations of the respective parties as set forth herein, Owner and KSM agree as follows:

Section 1. Amendment to Article 7 -Insurance. Article 7 of the Agreement is hereby deleted and replaced in its entirety with the following:

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- (B) Commercial Business Automobile Liability Insurance including coverage for all owned vehicles providing coverage for bodily injury and property damage liability with combined single limits of not less than \$1,000,000.
- (C) Business Interruption, Loss of Income and Extra Expense Insurance that will reimburse Owner for direct and indirect loss of earnings attributable to six months of business interruption and for the actual loss sustained until the structures are substantially rebuilt after an insured property loss.

Special Note: the limits of liability specified in B above can be satisfied through a combination of primary, umbrella, or excess liability policies, provided that the coverage under such umbrella or excess liability policies is at least as broad as the primary coverage.

7.1.2 Insurance Maintained by KSM. During the Term, KSM agrees to secure and maintain insurance as set forth below. To the extent that KSM secures insurance only in connection with the Property, the Owner shall have the right to review and approve the policies for such coverages. To the extent that KSM meets the insurance requirements for below through policies applicable to multiple sites inclusive of the Property, KSM's allocation methodology for premium costs shall be subject to the reasonable review and approval of the Owner.

- (A) Employment Practices ("EPLI"), Directors and Officers Fiduciary and Crime Liability Insurance of not less than \$5,000,000 each occurrence.
- (B) Workers' Compensation Insurance in such amounts that comply with applicable statutory requirements, and Employer's Liability limits, including Umbrella Liability Insurance, if necessary, of not less than \$1,000,000 per accident, \$1,000,000 disease-policy limit, and \$1,000,000 disease each employee.
- (C) Fidelity Bond or Fidelity Insurance covering all employees who have access to, have responsibility for, or who handle Owner funds.
- (D) Commercial Liquor Liability providing coverage for damages arising out of the selling, serving, serving or furnishing of any alcoholic beverage with a limit of \$5,000,000 per occurrence/\$5,000,000 aggregate limit or the minimum limits required by statute if higher.
- (E) Commercial General Liability and/or Umbrella/Excess Liability Insurance providing coverage for bodily injury and property damage arising in connection with the operation of the Property and including coverage for contractual liability providing limits of not less than:

Bodily Injury and Property Damage Liability:	\$5,000,000 each occurrence
Personal Injury and Advertising Liability:	\$5,000,000 per person or per organization
General Policy Aggregate:	\$5,000,000

Products Liability/Completed Operations Aggregate: \$5,000,000

Special Note: the limits of liability specified above can be satisfied through a combination of primary, umbrella, or excess liability policies, provided that the coverage under such umbrella or excess liability policies is at least as broad as the primary coverage

The Premium expenses for the insurance requirements set forth in this Section 7.1.2 shall be included as Operating Expenses in the Budget.

7.1.3 Additional Insured Status. All liability insurance coverage maintained by either party hereunder shall name the other party as additional insured on a primary and non-contributory basis to the extent of the Parties' respective indemnification obligations under Article 9 and shall be maintained with insurance companies rated at least A- by Best Key Rating Guide and shall be licensed to do business in Illinois. Alternatively, Owner may maintain insurance through membership in a self-insured joint municipal risk pool. The Parties shall deliver to the other certificates of such insurance evidencing the required policies and additional insured status. Neither party shall use the Property in any way, or permit upon the Property anything, that will invalidate any policy of insurance now or hereafter carried on the Property or any building or structure thereon. Each party acknowledges that the other party has made no representation or warranty that the above coverages are sufficient to fully protect the other party.

7.2 Option for KSM to Provide Insurance. Upon Owner's prior written request to KSM and KSM's acknowledgement that KSM is able to secure the insurance coverage in question, KSM may procure and maintain, at Owner's sole cost and expense (as an Operating Expense), with insurance companies rated at least A- by Best's Key Rating Guided, and licensed to do business in Illinois, any of those lines of insurance specified in Section 7.1.1 (A) and (B) above. All such insurance shall name Owner as an additional insured. KSM shall deliver to Owner certificates of insurance evidencing such policies."

Section 2. Amendment to Article 9-Indemnification. Article 9 of the Agreement is hereby deleted in its entirety and replaced with the following:

"ARTICLE 9

INDEMNIFICATION

9.1 Owner's Indemnification Obligations. Owner shall defend, indemnify and hold KSM and each of its shareholders, members, officers, directors, managers, employees, agents, and representatives (the "KSM Related Parties") harmless of and from all liability, loss, damage, cost, or expense (including without limitation, reasonable attorneys' fees and expenses) arising from or relating to (i) the ownership or construction of the Property; (ii) Hazardous Materials or other conditions existing at the Property prior to the Commencement Date or as otherwise set forth in Section 3.7; (iii) the authorized use by KSM of Property trade names, trademarks, logos or other intellectual property of the Owner used in connection with the Property; (iv) any

negligent acts or omissions of Owner (or its officers, directors, agents, employees, representatives, contractors and others for whom Owner is responsible) relating to the Owner's obligations under this Agreement; (v) the Owner's operation or management of the Property prior to the Term; (vi) the relationship between Owner or any of Owner's affiliates and the prior management company of the Property or any acts or omissions of the prior management company; and (vii) any breach by Owner of any of Owner's covenants, representations, and warranties herein; to the fullest extent permitted by law, except to the extent such liabilities were caused by KSM's negligent acts or omissions, willful or criminal misconduct, or fraud. Owner's duty to defend and indemnify KSM and KSM Related Parties under this Section 9.1 shall survive the expiration of the Term.

9.2 KSM's Indemnifications Obligations. KSM shall defend, indemnify and hold Owner and Owner's elected officials, officers, directors, employees, agents, and representatives ("Owner Related Parties") harmless of and from all liability, loss, damage, cost, or expense (including, without limitation, reasonable attorneys' fees and expenses) caused in whole or in part by the negligent acts or omissions of KSM (or its officers, directors, agents, employees, representatives, contractors and others for whom KSM is responsible), any breach by KSM of any of KSM's covenants, representations, and warranties contained in this Agreement, or any other damages related to KSM's occupancy of, presence on, management or use of the Property or any structures thereon, including any labor or employment condition or situation related to employees hired by KSM (except to the extent legal fees and expenses, damages and other costs in connection with such labor or employment condition or situation are defined as Operating Expenses in Exhibit A), to the fullest extent permitted by law, except to the extent such acts or omissions were explicitly directed or approved by the Owner, or such liabilities were caused by Owner's willful or criminal misconduct, negligence or fraud. KSM's duty to defend, indemnify, and hold harmless Owner and the Owner Related Parties shall survive the expiration of the Term."

Section 3. Full Force and Effect. Except as otherwise specifically modified by this Third Amendment, all other provisions of the Agreement shall remain in full force and effect.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the date written above.

KEMPER SPORTS MANAGEMENT, INC.

CITY OF LAKE FOREST, ILLINOIS

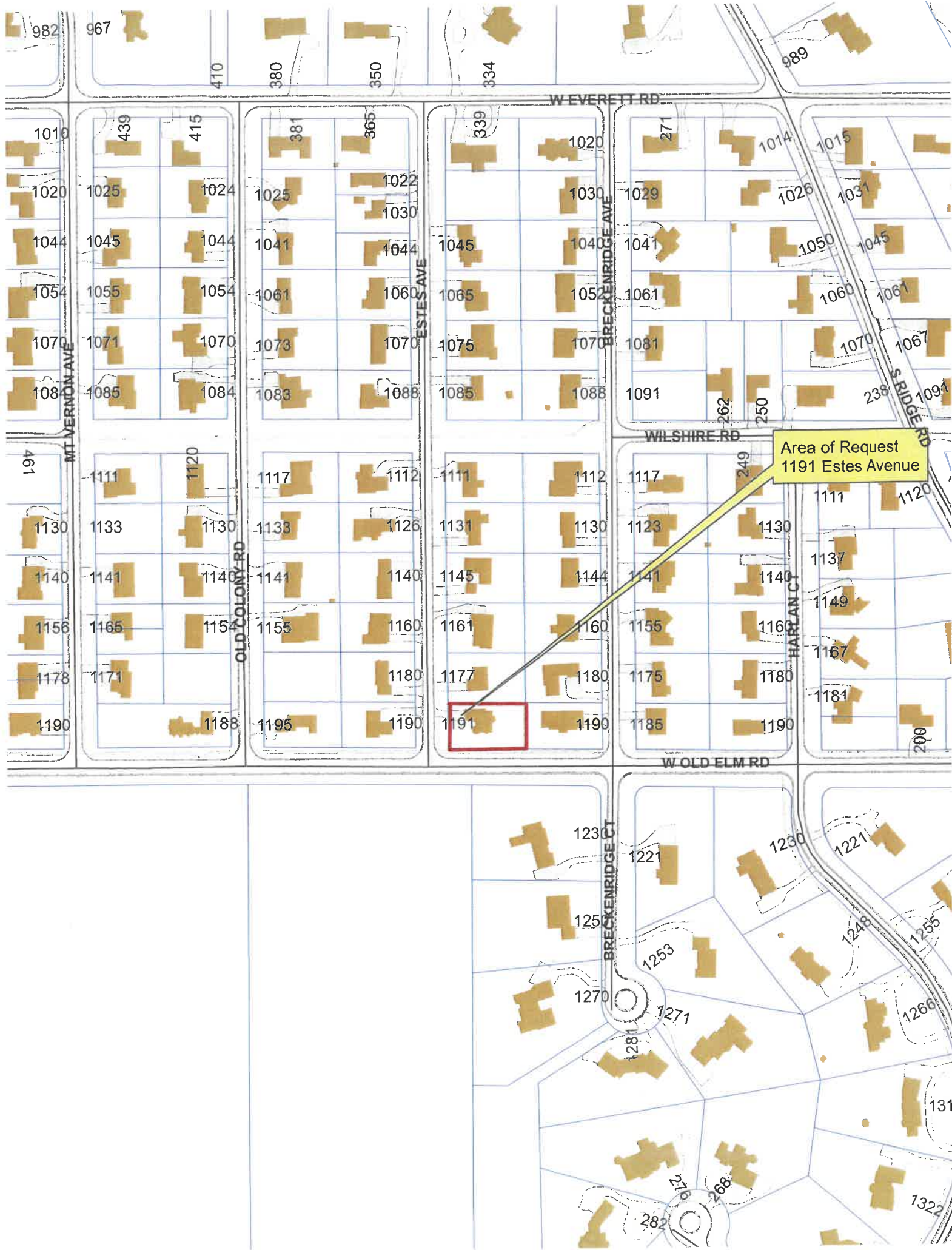
By: _____
Steven K. Skinner

Chief Executive Officer

By: _____

Name: _____

Title: _____



THE CITY OF LAKE FOREST

ORDINANCE NO. 2021-__

AN ORDINANCE GRANTING A VARIANCE FROM THE FRONT YARD SETBACK FOR
PROPERTY LOCATED AT 1191 ESTES AVENUE

WHEREAS, Jennifer Mullarkey and Kristin Hendricks ("**Owners**") are the owners of that certain real property commonly known as 1191 Estes Avenue, Lake Forest, Illinois and legally described in **Exhibit A**, attached hereto ("**Property**"); and

WHEREAS, the Property is located in the R-2, Single Family Residence Zoning District; and

WHEREAS, the Owners desire to modify the existing driveway within the front yard setback ("**Improvements**") as depicted on the site plans attached hereto as **Group Exhibit B** ("**Plans**"); and

WHEREAS, the Owners submitted an application ("**Application**") requesting approval of a variance from Section 159.084, R-2, Single Family Residence District, of the City of Lake Forest Code to allow construction of the Improvements, within the front yard setback area; and

WHEREAS, pursuant to notice duly published, the ZBA reviewed and evaluated the Plans at a public hearing held on September 27, 2021; and

WHEREAS, the ZBA, having fully heard and having considered the evidence and testimony by all those attending the public hearing who wished to testify, made the following findings:

1. The requested front yard setback variance will not alter the essential character of the neighborhood. The expanded driveway will be screened to the extent possible by additional landscaping.
2. The conditions upon which the variance is requested are generally unique to this neighborhood and to this property and are not generally applicable to other properties in the same zoning district throughout the City. The subdivision was approved in the 1920's and the lots are smaller than the current minimum lot size in the R-2 District.
3. The existing residence conforms to the current 30-foot front yard setback. The hardship in conforming to the Code results from the fact that the lot was created prior to the current R-2 District requirements.
4. The variance and the resulting driveway expansion will not impair light or ventilation to adjacent properties, increase congestion, endanger public safety, or diminish property values.

and recommended that the City Council approve the variance subject to the terms and conditions hereinafter set forth; and

WHEREAS, the Mayor and City Council, having considered Owners' Application to construct the Improvements on the Property, and the findings and recommendations of the ZBA, have determined that it is in the best interests of the City and its residents to grant approval of the requested variance subject to the terms and conditions hereinafter set forth;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LAKE FOREST, COUNTY OF LAKE, STATE OF ILLINOIS, as follows:

SECTION ONE: Recitals. The foregoing recitals are hereby incorporated into and made a part of this Ordinance as if fully set forth.

SECTION TWO: Approval of Application. Pursuant to Section 159.042 of the City Code, and subject to the limitations therein and the conditions set forth in Section Four of this Ordinance, the City Council does hereby grant approval of the Application to allow the construction of the Improvements on the Property, as more fully depicted on the Plans.

SECTION THREE: Zoning Setback Variance Granted. Based on the findings presented above, the City Council does hereby grant approval of the requested variance to allow expansion of the driveway to a width not to exceed 25.5 feet within the front yard setback.

SECTION FOUR: Conditions on Approval. The approval granted pursuant to Sections Two and Three of this Ordinance shall be, and is hereby, conditioned upon and limited by the following conditions, the violation of any of which shall, in the discretion of the Mayor and City Council, render void the approvals granted by this Ordinance:

- A. **No Authorization of Work.** This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the City, no work of any kind shall be commenced on the Property pursuant to the approvals granted in this Ordinance except only after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
- B. **Compliance with Laws.** Chapters , 150, regarding building and construction, 156, regarding subdivisions, and 159,

regarding zoning, of the City Code, and all other applicable ordinances and regulations of the City shall continue to apply to the Property, and the development and use of the Property shall be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.

- C. Tree Preservation. The Owners will fully comply with Chapter 99 of the City Code, regarding trees, as it relates to the construction of the Improvements.
- D. Staging, Parking and Storage. Prior to the issuance of building permits, a plan for staging and storage of construction and demolition materials and a plan for parking construction vehicles shall be submitted and will be subject to City review and approval.
- E. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans which detail the porch as an open, rather than an enclosed, element.
- F. Fees and Costs. The Owners shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the City Code. In addition, the Owners shall reimburse the City for all of its costs (including without limitation engineering, planning, and legal expenses) incurred in connection with the review, consideration, approval, implementation, or successful enforcement of this Ordinance. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Property, and the City shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.

SECTION FIVE: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law; provided, however, that this Ordinance shall, in the discretion of the City Council, be of no force or effect if the Owners have not (i) executed and (ii) thereafter filed with the City Clerk, within 90 days following the passage of this Ordinance, the unconditional agreement and consent, in the form attached hereto as **Exhibit C** and by this reference made a part hereof, to accept and abide by each and all of the terms, conditions, and limitations set forth herein. The City Clerk is hereby directed to record this Ordinance and such agreement and consent with the Recorder of Deeds of Lake County.

PASSED THIS __ DAY OF _____, 2021.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

PASSED THIS __ DAY OF _____, 2021.

Mayor

ATTEST:

City Clerk

Proposed landscaping



- We intend on placing 8-12 arborvitae at the property line on the north side from the edge of our fence to the edge of our home
- For driveway screening we intend to plant 4-5 hydrangea bushes



THE CITY OF LAKE FOREST

ORDINANCE NO. 2021-____

AN ORDINANCE GRANTING A VARIANCE FROM THE CORNER SIDE YARD SETBACK
FOR PROPERTY LOCATED AT 80 WINSTON ROAD

WHEREAS, Elizabeth Marshall ("**Owner**") is the owner of that certain real property commonly known as 80 Winston Road, Lake Forest, Illinois and legally described in **Exhibit A**, attached hereto ("**Property**"); and

WHEREAS, the Property is located in the R-1, Single Family Residence Zoning District; and

WHEREAS, the Owner desires to expand the driveway within the corner side yard setback ("**Improvements**") as depicted on the site plans attached hereto as **Group Exhibit B** ("**Plans**"); and

WHEREAS, the Owner submitted an application ("**Application**") for a variance from Section 159.084, R-1, Single Family Residence District, of the City of Lake Forest Code to allow construction of the Improvements, within the corner side yard setback area; and

WHEREAS, pursuant to notice duly published, the ZBA reviewed and evaluated the Plans at a public hearing held on September 27, 2021; and

WHEREAS, the ZBA, having fully heard and having considered the evidence and testimony by all those attending the public hearing who wished to testify, made the following findings:

1. The corner side yard setback variance will not alter the essential character of the neighborhood. The widening of the driveway will not change the manner in which this driveway is utilized currently, but rather, provide adequate pavement for the three vehicles owned by the family.
2. The conditions upon which the variance is requested are generally unique to this neighborhood and this property and are not generally applicable to other properties in the same zoning district throughout the City. This house is sited nearly at the corner side yard property line severely restricting the area for a driveway.
3. The existing residence conforms to the applicable 40-foot corner side yard setback requirement for this zoning district. The hardship in conforming to the required setback is a result of the original construction of the home just behind the property line limiting the area available for a driveway.

4. The widening of the driveway permitted by the variance will not impair light or ventilation to adjacent properties, increase congestion, endanger public safety, or diminish property values.

and recommended that the City Council approve the variance subject to the terms and conditions hereinafter set forth; and

WHEREAS, the Mayor and City Council, having considered Owner's Application to construct the Improvements on the Property, and the findings and recommendations of the ZBA, have determined that it is in the best interests of the City and its residents to grant approval of the requested variance subject to the terms and conditions hereinafter set forth;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LAKE FOREST, COUNTY OF LAKE, STATE OF ILLINOIS, as follows:

SECTION ONE: Recitals. The foregoing recitals are hereby incorporated into and made a part of this Ordinance as if fully set forth.

SECTION TWO: Approval of Application. Pursuant to Section 159.042 of the City Code, and subject to the limitations therein and the conditions set forth in Section Four of this Ordinance, the City Council does hereby grant approval of the Application to allow the construction of the Improvements on the Property, as more fully depicted on the Plans.

SECTION THREE: Zoning Setback Variance Granted. Based on the findings presented above, the City Council does hereby grant approval of the requested variance to allow expansion of the driveway to a width not to exceed 26.5 feet within the corner side yard setback.

SECTION FOUR: Conditions on Approval. The approval granted pursuant to Sections Two and Three of this Ordinance shall be, and is hereby, conditioned upon and limited by the following conditions, the violation of any of which shall, in the discretion of the Mayor and City Council, render void the approvals granted by this Ordinance:

- A. **No Authorization of Work.** This Ordinance does not authorize commencement of any work on the Property. Except as otherwise specifically provided in writing in advance by the City, no work of any kind shall be commenced on the Property pursuant to the approvals granted in this Ordinance except only after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.

- B. Compliance with Laws. Chapters , 150, regarding building and construction, 156, regarding subdivisions, and 159, regarding zoning, of the City Code, and all other applicable ordinances and regulations of the City shall continue to apply to the Property, and the development and use of the Property shall be in compliance with all laws and regulations of all other federal, state, and local governments and agencies having jurisdiction.
- C. Tree Preservation. The Owner will fully comply with Chapter 99 of the City Code, regarding trees, as it relates to the construction of the Improvements.
- D. Staging, Parking and Storage. Prior to the issuance of building permits, a plan for staging and storage of construction and demolition materials and a plan for parking construction vehicles shall be submitted and will be subject to City review and approval.
- E. Compliance with the Plans. The Improvements must be developed on the Property in substantial compliance with the Plans which detail the porch as an open, rather than an enclosed, element.
- F. Fees and Costs. The Owner shall be responsible for paying all applicable fees relating to the granting of the approvals set forth herein in accordance with the City Code. In addition, the Owners shall reimburse the City for all of its costs (including without limitation engineering, planning, and legal expenses) incurred in connection with the review, consideration, approval, implementation, or successful enforcement of this Ordinance. Any amount not paid within 30 days after delivery of a demand in writing for such payment shall, along with interest and the costs of collection, become a lien upon the Property, and the City shall have the right to foreclose such lien in the name of the City as in the case of foreclosure of liens against real estate.

SECTION FIVE: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law; provided, however, that this Ordinance shall, in the discretion of the City Council, be of no force or effect if the Owner have not (i) executed and (ii) thereafter filed with the City Clerk, within 90 days following the passage of this Ordinance, the unconditional agreement and consent, in the form attached hereto as **Exhibit C** and by this reference made a part hereof, to accept and abide by each and all of the terms, conditions, and limitations set

forth herein. The City Clerk is hereby directed to record this Ordinance and such agreement and consent with the Recorder of Deeds of Lake County.

PASSED THIS __ DAY OF _____, 2021.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

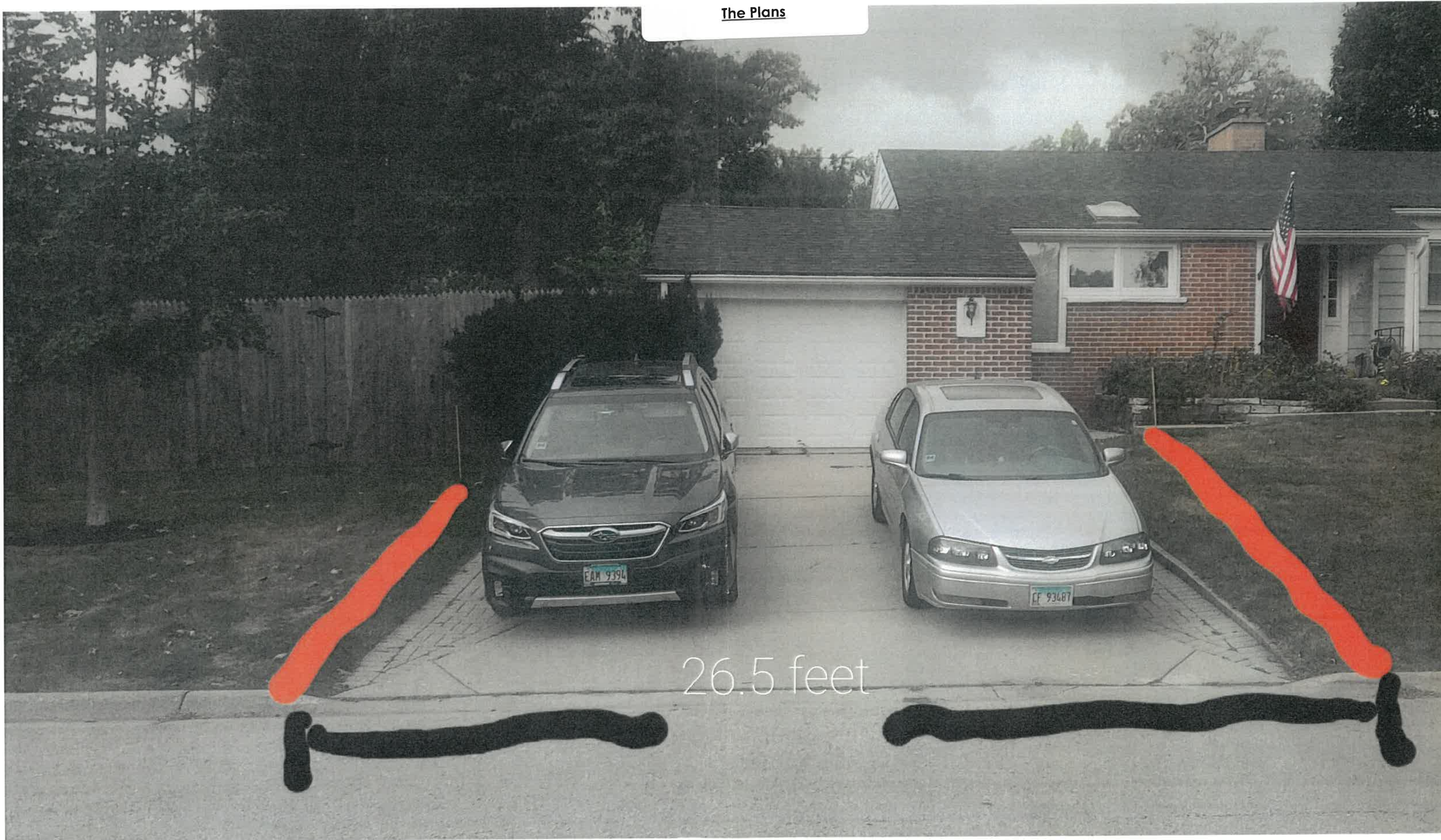
PASSED THIS __ DAY OF _____, 2021.

Mayor

ATTEST:

City Clerk

The Plans

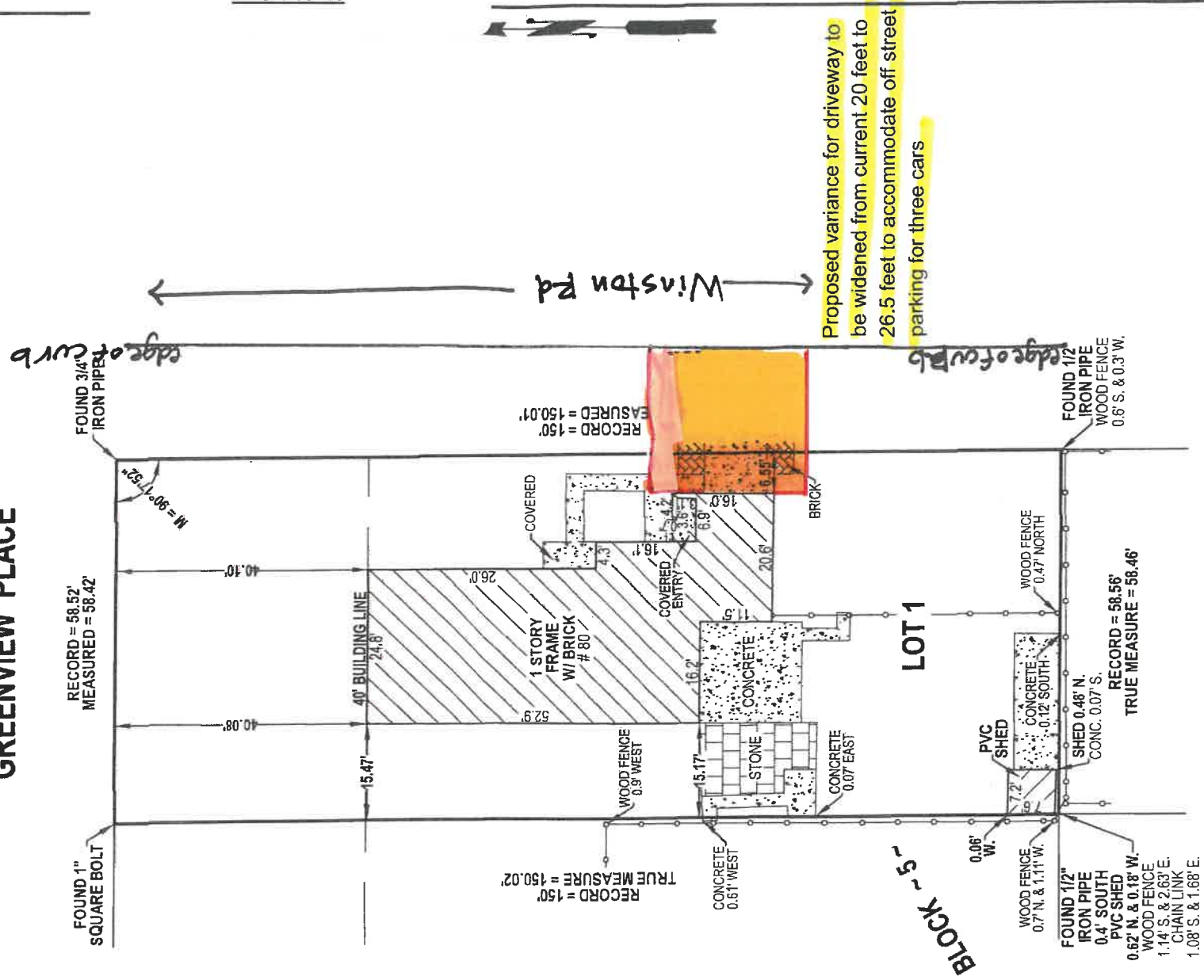


MID LAKES SURVEY COMPANY
Illinois Professional Design Firm 184.006153
PLAT OF SURVEY

Phone: 847-973-1873
Fax: 847-973-9783
midlakes.survey@yahoo.com

LOT 1 IN BLOCK 5 IN L.G. ARRIES' FIRST ADDITION TO NORTHMOOR TERRACE, BEING A SUBDIVISION OF LOTS 2, 3, 6, 7, 8, 9, AND 10 AND PART OF LOT 5 IN WINSTON AND MAY'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED JUNE 13, 1923, AS DOCUMENT 225387, IN BOOK "L" OF PLATS, PAGE 88, IN LAKE COUNTY, ILLINOIS.

GREENVIEW PLACE



SURVEY AREA = 8,779 Sq.Ft.± 0.20 ACRES.

STATE OF ILLINOIS)
) S.S.
COUNTY OF LAKE)

Only those Building Lines and Easements shown on the Recorded Plat of Subdivision or disclosed on a current Title Policy are shown herein. All Distances shown in feet and decimal parts thereof. No distances are to be determined by scaling. All fences are located to centerlines, unless otherwise noted. Field work completed on 11/16/2018.

COPYRIGHT© 2018 - MID LAKES SURVEY COMPANY

Job no. 459585 P.N. 16-04-205-010
Address 80 WINSTON ROAD Ordered By RUSS ERY

Township MORaine Scale 1" = 20'
 Platted By JER Checked By NNM
 LAKE FOREST, IL 60045

Dated NOVEMBER 21, 2018

By Nathaniel N. Messer, P.L.S.
Illinois Professional Land Surveyor. My license expires 11/30/2020

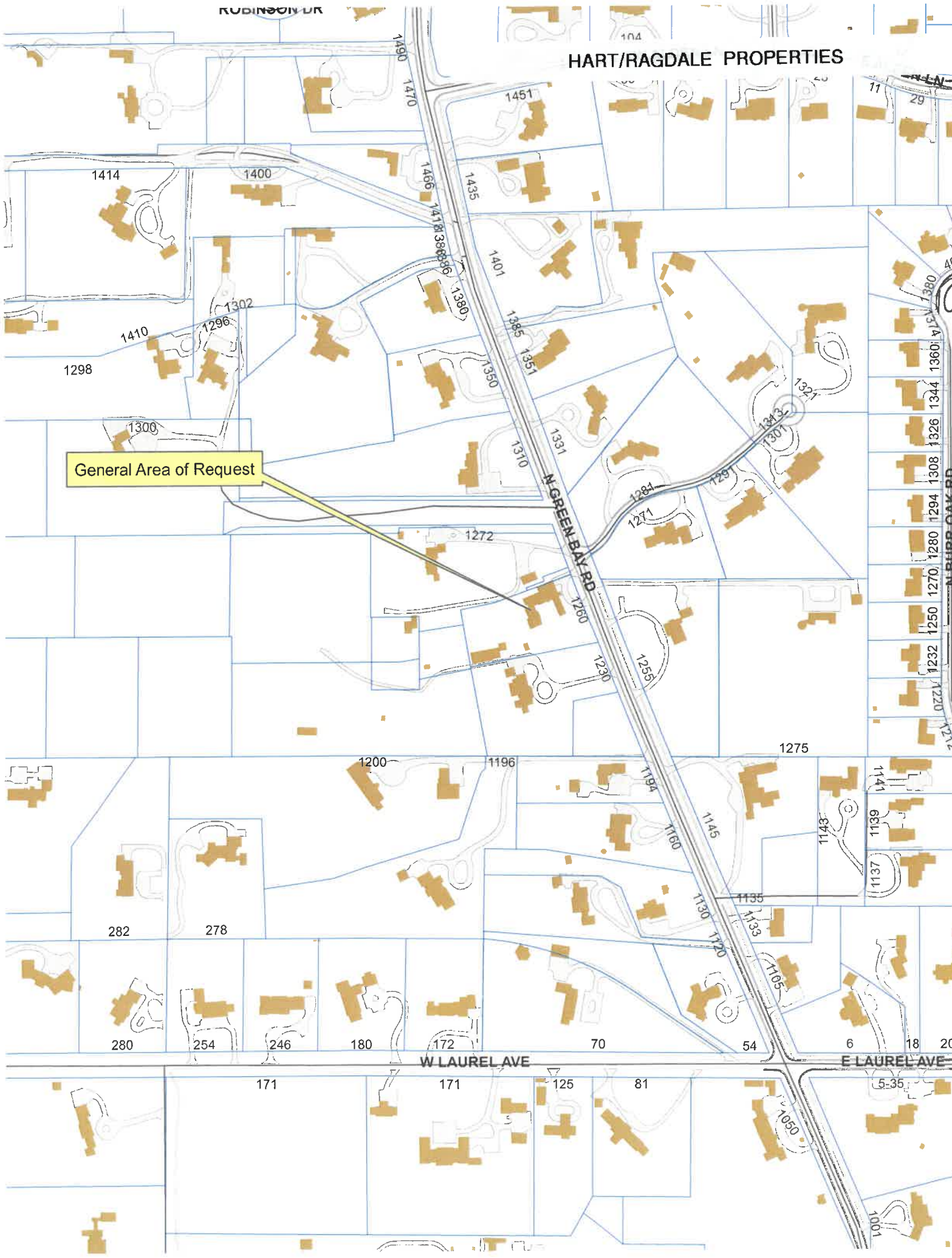
MID LAKES SURVEY COMPANY

By Nathaniel N. Messer, PLS.
Illinois Professional Land Surveyor. My license expires 11/30/2020

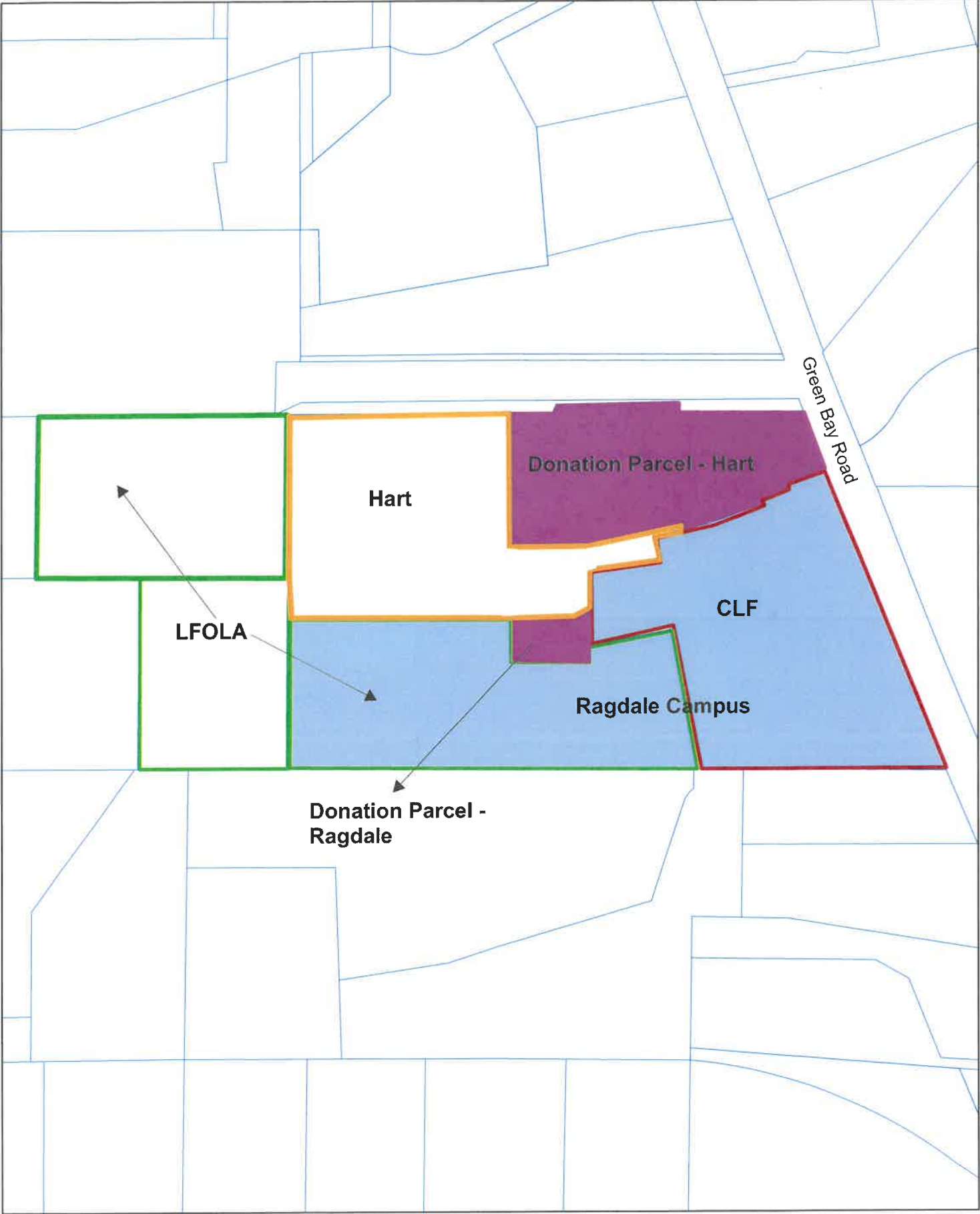
ROBINSON DR

HART/RAGDALE PROPERTIES

General Area of Request



DONATION PARCELS



This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

Purchase and Donation Agreement 10/4/2021

1 inch = 213 feet



THE CITY OF LAKE FOREST

ORDINANCE NO. 2021-_____

**AN ORDINANCE APPROVING A PURCHASE AND DONATION AGREEMENT WITH
HART LAKE FOREST, LLC AND THE RAGDALE FOUNDATION REGARDING
PROPERTY GENERALLY LOCATED AT
1272 N. GREEN BAY ROAD, LAKE FOREST, ILLINOIS**

Passed and Approved by the City Council
of the City of Lake Forest
this ____ day of _____ 2021

Published in pamphlet form by direction
and authority of The City of Lake Forest
Lake County, Illinois
this ____ day of _____ 2021

THE CITY OF LAKE FOREST

ORDINANCE NO. 2021 - _____

**AN ORDINANCE APPROVING A PURCHASE AND DONATION AGREEMENT WITH
HART LAKE FOREST, LLC AND THE RAGDALE FOUNDATION REGARDING
PROPERTY GENERALLY LOCATED AT
1272 N. GREEN BAY ROAD, LAKE FOREST, ILLINOIS**

WHEREAS, the City of Lake Forest (“City”) is a home rule, special charter municipal corporation organized and operating in accordance with the Illinois Constitution of 1970 (“Constitution”); and

WHEREAS, the Constitution authorizes the City to exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, on March 4, 2013, the City Council passed Resolution 2013-05 adopting a Policy for the Acquisition, Sale, Lease and Retention of Public Property (“Policy”); and

WHEREAS, the Policy details steps the City can follow to acquire real property; and

WHEREAS, Hart Lake Forest, LLC, a Delaware limited liability company (“Hart”), owns the property commonly known as 1272 N. Green Bay Road, Lake Forest, Illinois (“Hart Property”); and

WHEREAS, the Hart Property is improved with a single-family home and related infrastructure; and

WHEREAS, The Ragdale Foundation, an Illinois not-for-profit corporation (“Ragdale”), owns certain vacant property known as P.I.N. 12-29-206-022 (“Ragdale Property”); and

WHEREAS, the City owns certain property located adjacent to both the Hart Property and the Ragdale Property, commonly known as 1260 N. Green Bay Road, Lake Forest, Illinois (“City Property”); and

WHEREAS, Ragdale currently occupies the City Property pursuant to an agreement between the City and Ragdale and pursuant to a Special Use Permit, and Ragdale wishes to expand the scope of its operations while maintaining the current character and uses; and

WHEREAS, the City wishes to acquire the approximately 2.12 acres of the Hart Property and the Ragdale Property (collectively, the “Subject Property”) for the purpose of reassembling Howard Van Doren Shaw’s historic Ragdale Estate, preserving the Estate for the long term benefit of the community, and to take advantage of a unique set of circumstances which may not occur again; and

WHEREAS, the City’s acquisition of the Subject Property qualifies as a “minor acquisition” under the Policy, as Ragdale and Hart are donating the Property to the City free of charge; and

WHEREAS, the City, Hart, and Ragdale have agreed upon the terms of the Purchase and Donation Agreement attached as Exhibit A (“Purchase Agreement”); and

WHEREAS, the City Council finds that (a) it is in the City’s best interests to approve the Purchase Agreement, (b) acquiring the Subject Property is consistent with the Policy, and (c) approving the Purchase Agreement will advance the City’s interests and promote the public health, safety, and welfare;

NOW, THEREFORE, BE IT RESOLVED by the City Council of The City of Lake Forest, County of Lake, and State of Illinois, in exercise of its home rule powers, as follows:

SECTION ONE: Recitals and Exhibits. The foregoing recitals are incorporated as the findings of the City Council and, together with this Ordinance’s exhibit, are hereby incorporated into and made a part of this Ordinance.

SECTION TWO: Agreement Approved. The Purchase Agreement attached as Exhibit A is hereby approved, and the Mayor and City Clerk are authorized and directed to execute the Purchase Agreement on the City’s behalf.

SECTION THREE: Authority. The City Manager is authorized and directed to take all steps necessary to implement and enforce the Purchase Agreement’s terms, including, without

limitation, executing all documents necessary to complete the City's acquisition of the Subject Property.

SECTION FOUR: Repeal. All ordinances, resolutions, or parts thereof in conflict with this Ordinance are repealed to the extent of any such conflict.

SECTION FIVE: Severability. Any section or provision of this Ordinance that is found to be invalid or void shall not affect the remaining sections or provisions of this Ordinance, which shall remain in full force and effect.

SECTION SIX: Effective Date. This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form in the manner provided by law.

Passed this ____ day of _____, 2021.

AYES:

NAYS:

ABSENT:

ABSTAIN:

Approved this __ day of _____, 2021.

Mayor

ATTEST:

City Clerk

EXHIBIT A

Purchase and Donation Agreement

[Attached]

REAL ESTATE PURCHASE AND DONATION AGREEMENT

THIS AGREEMENT ("**Agreement**") is made and entered into as of this ____ day of September, 2021 ("**Effective Date**"), by and between Hart Lake Forest LLC, a Delaware Limited Liability Company ("**Hart**"), The City of Lake Forest, an Illinois home rule charter municipal corporation ("**City**"), and The Ragdale Foundation, an Illinois 501(c)3 not-for-profit Corporation ("**Ragdale**").

RECITALS:

WHEREAS, Hart currently holds legal title to certain contiguous parcels of real property containing approximately 5.581 acres of land with improvements thereon and appurtenant rights thereto commonly described as 1272 N. Green Bay Road, Lake Forest, IL 60045, fronting along the west side of Green Bay Road and having situated thereon a single family residence (said land, appurtenances and improvements, collectively the "**Hart Property**"), which property currently is identified by the Lake County Assessor with the three following PIN numbers: 12-29-206-017-0000, 12-29-206-019-0000, and 12-29-206-021-0000, and

WHEREAS, the City holds legal title to five contiguous parcels of real property with improvements thereon and appurtenant rights thereto commonly described as 1260 N. Green Bay Road, Lake Forest, IL 60045, which are used and occupied by Ragdale pursuant to an Operating Agreement and a Special Use permit, and is commonly known as "**Ragdale Farm**" which is operated by Ragdale and is further identified as having five PIN numbers of PIN 12-29-206-003-0000, PIN 12-29-206-013-0000, PIN 12-29-206-015-0000, PIN 12-29-206-018-0000, and PIN 12-29-206-020-0000, and

WHEREAS, Ragdale holds legal title to one vacant parcel of real estate and appurtenant rights thereto colloquially known as "**The Donut Hole**" (hereinafter "**Ragdale Parcel**"), which is immediately southwest of and contiguous to that certain City parcel having PIN 12-29-206-015-0000 and is further identified with its own PIN 12-29-206-022-0000, and

WHEREAS, Hart desires to make a combination sale and donation of a certain portion of the Hart Property generally situated in the northeast area of the Hart Property containing approximately 2.117 acres of land with the single family residence and all other improvements and appurtenances located thereon as legally described in **Exhibit A** ("**Donation Parcel**") and graphically depicted in **Exhibit H** ("**Donation Survey**") to the City for the express and exclusive purpose of adding said Donation Parcel to Ragdale Farm under both an amended and revised Operating Agreement by and between Ragdale and the City and Special Use Permit in favor of Ragdale from the City, and

WHEREAS, Hart intends to retain an access and parking easement across the Donation Parcel for ingress/egress to/from the approximately 3.464 acres of Hart Property remaining after said donation to the City (the "**Retained Property**") to Green Bay Road (the "**Easement**"), as depicted on the Donation Survey, and

WHEREAS, Hart wishes to convey the Donation Parcel to the City in partial consideration for the cash payment to Hart of the sum of \$925,000 ("**Purchase Price**"), and

WHEREAS, Hart desires to avail itself to a Noncash Charitable Contribution (as defined by The Department of the Treasury, Internal Revenue Service) for the fair market value of the Donation Parcel in excess of the Purchase Price which Hart is conveying to the City, and

WHEREAS, as a condition precedent to Hart's donation, and because Ragdale shall be the ultimate user of the Donation Parcel in accordance with the Operating Agreement and Special Use Permit, Ragdale shall also (a) convey the Ragdale Parcel to the City simultaneously with the conveyance of the Donation Parcel by Hart to the City, and (b) at the closing of the transaction contemplated hereby (the "**Closing**") deposit into escrow with the Title Company (hereinafter defined) the Purchase Price due Hart for conveyance of the Donation Parcel to the City, and

WHEREAS, in consideration of the City's and Ragdale's obligations under this Agreement, and as a condition to such obligations, Hart shall grant to the City and Ragdale the future right of first refusal to purchase the Retained Property (the "**Retained Property ROFR**") pursuant to the terms of this Agreement. The Retained Property ROFR herein granted the City and Ragdale shall not be a joint and several right but shall be a paramount/senior right of the City and a subordinate/junior right of Ragdale in the event that the City fails to avail itself to such Retained Property ROFR. The terms of the Retained Property ROFR are set forth in the Right of First Refusal to Purchase Agreement attached hereto as **Exhibit D** (the "**ROFR Agreement**").

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto (Hart, City and Ragdale) mutually covenant and agree as follows:

1. RECITALS AND EXHIBITS.

The above recitals are true and correct and are hereby incorporated in this Agreement by this reference as if fully set forth as numbered paragraphs in this Agreement. All exhibits attached to this Agreement are incorporated as though fully set forth in this Section.

2. AGREEMENT TO PURCHASE.

Hart agrees to sell and donate, convey and assign to the City, and Ragdale and the City agree to purchase and accept the donation from Hart of the Donation Parcel under the terms and for the Purchase Price and other consideration set forth below.

Ragdale agrees to donate and convey to the City, and the City agrees to accept the donation and conveyance of the Ragdale Parcel concurrently with Hart's conveyance of the Donation Parcel to the City under the terms set forth below.

3. PURCHASE PRICE.

The total consideration (the "**Purchase Price**") to be paid by Ragdale to Hart for the Donation Parcel shall be \$925,000.00 payable and delivered to Hart at Closing.

4. **EARNEST MONEY.**

Within ten (10) days following the Effective Date, Ragdale shall deliver the sum of **Fifty Thousand (\$50,000.00) Dollars** (the "**Earnest Money**"), as earnest money for the purchase and donation of the Donation Parcel to be held in escrow by Chicago Title & Trust Company ("**Escrowee**") in Vernon Hills, for the benefit of the parties. The Earnest Money shall be applied to the Purchase Price due under Section 3 hereof at the Closing.

5. **CONVEYANCE.**

Conveyance by Hart to City of the Donation Parcel shall be by special warranty deed in the form attached hereto as **Exhibit F**, and such deed shall convey to City good and marketable title in fee simple to the Donation Parcel, subject only to those exceptions shown on **Exhibit C** attached hereto and made a part hereof, and any additional exceptions approved in writing by City (hereinafter collectively called "**Permitted Hart Exceptions**"), provided that Permitted Hart Exceptions shall not include any lien, encumbrance, mortgage or other security interest encumbering any part of the Donation Parcel and securing the payment of money ("**Monetary Liens**"), including without limitation any mechanic's lien.

Conveyance by Ragdale to City of the Ragdale Parcel shall be by special warranty deed in the form attached hereto as **Exhibit G** (but without an Easement reservation), and such deed shall convey to City or its nominee good and marketable title in fee simple to the Ragdale Parcel subject only to those exceptions shown in the Ragdale Parcel Title Report (hereinafter defined) (the "**Permitted Ragdale Exceptions**"), provided that the Permitted Ragdale Exceptions shall not include any Monetary Liens.

6. **TITLE.**

(a) No later than 15 days after the Effective Date, Hart will deliver a copy of the title report (the "**Hart Title Commitment**") for the Donation Parcel issued by Chicago Title Insurance Company (the "**Title Company**") and the Donation Survey (as defined in Section 7).

(b) The City shall have 10 days from the date the City receives both the Hart Title Commitment and the Donation Survey to notify Hart of any exceptions to title shown on the Hart Title Commitment that are not acceptable to the City and any objections the City has to the Donation Survey (collectively, the "**Hart Title Defects**"). Hart will have 5 days from receipt of the City's notice pursuant to this Section 6(b) to provide the City with written assurances satisfactory to the City, in the City's sole discretion, that any Hart Title Defects will be removed or endorsed over, in reasonable form and substance acceptable to the City, on or before the Closing Date. The City may, by providing written notice to Hart, extend the period in which Hart will cure or remove such Hart Title Defects. Hart's failure to eliminate Hart Title Defects in accordance with this Section shall authorize the City, exercising its sole discretion, to terminate this Agreement and the parties' rights and obligations hereunder. Upon such termination, the Earnest Money shall

be returned to Ragdale and none of Hart, Ragdale or City shall have any further rights, liabilities or obligations hereunder, other than those that expressly survive termination hereof.

(c) No later than 15 days after the Effective Date, Ragdale will deliver a copy of a title report for the Ragdale Parcel issued by the Title Company (the "**Ragdale Parcel Title Report**").

(d) The City shall have 10 days from the date City receives the Ragdale Parcel Title Report to notify Ragdale of any exceptions to title shown on the Hart Title Commitment that are not acceptable to the City (collectively, the "**Ragdale Title Defects**"). Ragdale will have 5 days from receipt of the City's notice pursuant to this Section 6(d) to provide the City with written assurances satisfactory to the City, in the City's sole discretion, that any Ragdale Title Defects will be removed on or before the Closing Date. The City may, by providing written notice to Ragdale, extend the period in which Ragdale will cure or remove such Ragdale Title Defects. Ragdale's failure to eliminate Ragdale Title Defects in accordance with this Section shall authorize the City, exercising its sole discretion, to terminate this Agreement and the parties' rights and obligations hereunder. Upon such termination, the Earnest Money shall be returned to Ragdale and none of Hart, Ragdale or City shall have any further rights, liabilities or obligations hereunder, other than those that expressly survive termination hereof.

(e) Hart shall deliver or cause to be delivered to City, at Hart's sole cost and expense, in form and substance reasonably satisfactory to City, not less than 10 days prior to the Closing Date (as hereinafter defined), an updated Hart Title Commitment issued by the Title Company and Donation Survey for the Donation Parcel showing title to the Donation Parcel in Hart, subject only to the Permitted Hart Exceptions.

(f) Hart shall cause the Title Company to deliver (or commit to deliver) to City as to the Donation Parcel, prior to the disbursement by the Escrowee of the Purchase Price an ALTA Form B owner's title insurance policy (the "**Title Policy**") in the amount of the Purchase Price, with full extended coverage over the general exceptions contained in the Title Policy, containing no exceptions other than the Permitted Hart Exceptions. The Title Policy shall include the following endorsements: access, ALTA 9 and survey.

7. **SURVEY.**

Hart shall deliver or cause to be delivered to City, at Hart's sole cost and expense, four (4) full size certified copies of the Donation Survey, in form and substance reasonably acceptable to City and Ragdale, prepared by a surveyor registered in the State of Illinois, dated no more than 60 days prior to the Effective Date, and certified as having been made in compliance with Illinois Land Survey Standards and ALTA/ACSM Land Title Survey Minimum Standard Detail Requirements. The surveyor's certificate shall be certified to City and Ragdale and their respective assigns and mortgage lender(s), if any, and the Title Company. In addition, the Donation Survey shall comply with any requirements imposed by the Title Company as a condition to the removal of the survey exception from the general exceptions in Schedule B of the Hart Title Commitment.

8. **BROKER'S COMMISSION.**

City, Hart and Ragdale each represent and warrant to the others that they have not dealt with any broker or finder with respect to the transaction contemplated by this Agreement. City, Hart and Ragdale shall each defend, indemnify and hold harmless the other from any loss, cost or expense (including attorneys' fees) resulting from any claim by any broker, finder or agent (other than such broker, if any, named herein) claiming to have dealt with the indemnifying party with respect to this transaction. The provisions of this Section 8 shall survive Closing and shall not merge with the Deed.

9. **RETAINED PROPERTY ROFR – RIGHT OF FIRST REFUSAL.**

Hart hereby grants to the City and Ragdale the first right of refusal to purchase the Retained Property in accordance with the ROFR Agreement. The Retained Property ROFR herein granted the City and Ragdale shall not be a joint and several right but shall be a paramount/senior right of the City and a subordinate/junior right of Ragdale in the event that the City fails to avail itself to such Retained Property ROFR. On the Closing Date, Hart, Ragdale and the City shall enter into a memorandum of the right of first refusal in the form attached hereto as **Exhibit E** (the "**Memo of ROFR**"), which may be recorded in the real estate records of Lake County, Illinois. Upon conveyance of the Retained Property to the City or Ragdale, the Easement over the Donation Parcel shall automatically terminate by merger with passing of title. However, if necessary, Hart agrees to execute such documents, in recordable form, as are necessary to effectuate such termination. The provisions of this Section 9 shall survive Closing and shall not merge with the Deed.

10. **CLOSING.**

(a) Subject to the conditions precedent contained in this Agreement, including, without limitation, delivery of the Title Policy to City and the Donation Survey to City and Ragdale, the Closing shall take place on a date to be mutually agreed upon by Hart, the City and Ragdale, and no later than thirty (30) days after the last to occur of: (i) revision and approval by the City of both the Operating Agreement and the Special Use Permit between the City and Ragdale such that the Donation Parcel and the Ragdale Parcel become subject to the Operating Agreement and the Special Use Permit pursuant to terms acceptable to the City and Ragdale (the "**City/Ragdale Agreement Amendment and Approval**"), and (ii) the Effective Date (the "**Closing Date**"). The Closing shall be held at either the Lake Bluff or Vernon Hills, Illinois office of Chicago Title Insurance Company through an escrow with the Title Company pursuant to the Title Company's usual form of escrow agreement by the Title Company, modified in accordance with the terms of this Agreement, or at such other location as the parties may mutually agree upon in writing. City, Hart and Ragdale shall share equally in the cost of the escrow. The cost of any "New York Style Closing" or "gap closing" requested by any party shall be borne equally by the parties. All the documents referred to in subsections (b-d) of this Section, the Purchase Price and possession of the Donation and Ragdale Parcels shall be delivered on the Closing Date. On the Closing Date when the Title Company issues (or commits in writing to issue) its Title Policy pursuant to Section 6(b) hereof, the Title Company or Escrowee, as applicable, shall disburse the net proceeds of sale to Hart, and Hart and Ragdale, shall deliver possession of the Donation and Ragdale Parcels, respectively, to the City.

(b) At the Closing, Hart shall deliver the following all in form, execution and substance reasonably satisfactory to Hart, Ragdale and City:

- (i) Special Warranty Deed in the form attached hereto as **Exhibit F** duly executed and acknowledged by Hart, conveying to City or City's nominee, title to the Donation Parcel, in proper form for recording and subject only to the Permitted Exceptions. The deed shall reserve for Hart, or Hart's nominees, successors and assigns, a dominant tenement right of easement for access through the Easement over the Donation Parcel which shall run with the land;
- (ii) ALTA Statement and other documents required by the Title Company for clearance of all exceptions to title other than the Permitted Exceptions;
- (iii) Hart's gap undertaking, if necessary;
- (iv) A FIRPTA certificate with respect to Hart's non-foreign status sufficient to comply with Section 1445 of the Internal Revenue Code of 1986 and the regulations promulgated thereunder;
- (v) An affidavit of title in customary form;
- (vi) A Certificate of Compliance and Final Paid Water Bill from the City of Lake Forest confirming that Hart has applied and paid the fee in connection with the City's requirement for a Sewer Compliance Inspection required when transferring real property;
- (vii) State of Illinois, Lake County, and City of Lake Forest real estate transfer tax declarations and stamp, unless the latter is exempt under the transaction contemplated herein;
- (viii) A final payoff letter from the North Shore Sanitary District which is required to satisfy any Schedule B title exception in connection with same;
- (ix) The Donation Survey
- (x) A bill of sale in a form approved by the City Attorney assigning, conveying, and transferring to the City title to any improvements and appurtenances located on the Donation Parcel;
- (xi) The ROFR Agreement and the Memo of ROFR duly executed and acknowledged by Hart;
- (xii) A settlement statement approved by Hart, Ragdale and City (the "**Settlement Statement**"), executed by Hart; and
- (xiii) Such other documents and matters reasonably required to close the transactions contemplated by this Agreement.

(c) At the Closing, Ragdale shall deliver the following all in form, execution and substance reasonably satisfactory to Ragdale, Hart and the City:

- (i) Special Warranty Deed in the form attached hereto as **Exhibit G** duly executed and acknowledged by Ragdale, conveying to City or City's nominee, title to the Ragdale Parcel, in proper form for recording;
- (ii) A FIRPTA certificate with respect to Ragdale's non-foreign status sufficient to comply with Section 1445 of the Internal Revenue Code of 1986 and the regulations promulgated thereunder;
- (iii) The ROFR Agreement and the Memo of ROFR duly executed and acknowledged by Ragdale;
- (iv) The Purchase Price, less the Earnest Money, in the form of wired transferred in funds;
- (v) State of Illinois, Lake County, and City of Lake Forest real estate transfer tax declarations and stamp, unless the latter is exempt under the transaction contemplated herein;
- (vi) The Settlement Statement executed by Ragdale; and
- (vii) Such other documents and matters reasonably required to close the transactions contemplated by this Agreement.

(d) At the Closing, City shall deliver the following all in form and substance reasonably satisfactory to Hart, Ragdale and the City:

- (i) IRS form 8283 duly executed by the City acknowledging the Noncash Charitable Contribution by Hart as a result of conveying the Donation Parcel to the City, attached hereto as **Exhibit B**;
- (ii) The Settlement Statement executed by the City;
- (iii) The ROFR Agreement and the Memo of ROFR duly executed and acknowledged by Ragdale;
- (iv) If required, State of Illinois, Lake County, and City of Lake Forest real estate transfer declarations executed by the City; and
- (v) Such other documents and matters reasonably required to close the transactions contemplated by this Agreement.

(e) At or prior to the Closing, the City and Ragdale shall execute such documents as are necessary in connection with the City/Ragdale Agreement Amendment and Approval.

(f) Hart shall pay all costs incurred in obtaining the Hart Title Commitment in connection with the Donation Parcel, the Title Policy for the Donation Parcel, the Donation Survey, obtaining and recording releases of any existing liens on the Donation Parcel, and all state and county transfer taxes imposed in connection with the conveyance of the Donation Parcel. Local transfer taxes on the conveyance of the Donation Parcel, if any, shall be paid by the party upon whom the local ordinance places the responsibility for payment. City shall pay all fees for recording the deed and any mortgage, if any. The fees and expenses of Hart's designated representatives, accounts and attorneys shall be borne by Hart, and the fees and expenses of City's designated representatives, accountants and attorneys shall be borne by City.

(g) Ragdale shall pay all costs incurred in obtaining and recording releases of any existing liens on the Ragdale Parcel, and all state and county and transfer taxes imposed in connection with the conveyance of the Ragdale Parcel. Local transfer taxes on the conveyance of the Ragdale Parcel, if any, shall be paid by the party upon whom the local ordinance places the responsibility for payment. City shall pay all fees for recording the deed and any mortgage, if any. The fees and expenses of Ragdale's designated representatives, accounts and attorneys shall be borne by Ragdale, and the fees and expenses of City's designated representatives, accountants and attorneys shall be borne by City.

11. ADJUSTMENTS.

Except as provided below, all proratable items, if any, other than general real estate taxes shall be prorated as of the Closing Date, and such prorations shall be final unless otherwise agreed in writing by the parties. General real estate taxes, including, without limitation, any special assessments, for the Donation Parcel and Ragdale Parcel shall be prorated as of the actual date of closing on the basis of 100% of the most recent ascertainable taxes on the Donation Parcel and Ragdale Parcel. All prorations shall be an adjustment to the Purchase Price, and Ragdale shall be solely responsible for timely paying in full all general real estate taxes imposed against the Donation Parcel and Ragdale Parcel from after the Closing Date (to the extent that the Donation Parcel and the Ragdale Parcel are not exempt from real estate taxes), as provided in the Operating Agreement. This Section 11 shall survive Closing and shall not merge with the Deed.

12. REMEDIES.

(a) If Hart should breach any of its covenants, representations or warranties contained in this Agreement or should fail to consummate the sale and donation contemplated herein for any reason other than City's or Ragdale's default hereunder, each of City and Ragdale shall have the right, after giving Hart not less than ten days' written notice of such default, if such default still remains uncured after the notice period, to either (i) enforce specific performance of this Agreement and recover its costs (including without limitation attorneys' fees in so obtaining specific performance) or (ii) terminate this Agreement in which case the Earnest Money plus all accrued interest thereon shall be returned to Ragdale. Upon such termination, none of Hart,

Ragdale or City shall have any further rights, liabilities or obligations hereunder, other than those that expressly survive termination hereof.

(b) If City should breach any of its covenants contained in this Agreement (and Hart shall not be in default hereunder), after Hart has given City not less than ten days' written notice of such default and if such default remains uncured after such notice period, Hart may, as Hart's sole remedy hereunder, by reason of City's breach or default, terminate this Agreement in which case the Earnest Money plus all accrued interest thereon shall be returned to Ragdale. Upon such termination, none of Hart, Ragdale or City shall have any further rights, liabilities or obligations hereunder, other than those that expressly survive termination hereof.

(c) If Ragdale should breach any of its covenants, representations or warranties contained in this Agreement or should fail to consummate the donation of the Ragdale Parcel contemplated herein for any reason other than City's or Hart's default hereunder, City and Hart shall have the right, after giving Ragdale not less than ten days' written notice of such default, if such default still remains uncured after the notice period, to terminate this Agreement in which case the Earnest Money shall be retained by Hart as liquidated damages (the parties agreeing that Hart's damages are difficult of ascertainment and that the Earnest Money is a reasonable estimate of the damages which Hart shall suffer by reason of City's or Ragdale's default) and this Agreement shall be terminated with neither party having any further right or obligation hereunder. If either Hart or City terminates the Agreement as provided in this Section 12(c), the Agreement shall terminate and none of Hart, Ragdale or City shall have any further rights, liabilities or obligations hereunder, other than those that expressly survive termination hereof.

13. MODIFICATIONS, WAIVERS, ETC.

(a) Each party reserves the right to waive any of the conditions precedent to its respective obligations hereunder. No modification, amendment, discharge or change of this Agreement, except as otherwise provided herein shall be valid unless the same is in writing and signed by the party against which the enforcement of such modifications, amendment, discharge or change is sought.

(b) This Agreement and the Exhibits attached hereto contains the entire agreement between the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

14. NOTICES.

All notices, demands, requests and other communications under this Agreement shall be in writing and shall be deemed properly served when emailed or delivered, or, if sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If intended for Hart:

Mr. Robert T.E. Lansing

Westminster Capital
270 Westminster, Suite 300
Lake Forest, IL 60045
Direct Line (847) 234-1103
Main (847) 234-1123
Fax (847) 234-2115
RLansing@WestminsterCapitalLLC.com

With copy to:

Mr. Michael R. Adelman, Esq.
1190 W. Old Mill Road
Lake Forest, IL 60045
TEL 847-615-0210
FAX 847-615-0225
CELL 847-338-5069
EMAIL MRAdelman@comcast.net

If intended for City:

Catherine Czerniak
Director of Community Development
City of Lake Forest
800 Field Drive
Lake Forest, IL 60045
TEL 847-810-3504
EMAIL czerniac@CityofLakeForest.com

With copy to:

Ms. Julie A. Tappendorf, Esq.
Ancel Glink
140 S. Dearborn Street, 6th Floor
Chicago, IL 60603
TEL 312.604.9182
FAX 312.782.0943
EMAIL jtappendorf@ancelglink.com

If intended for Ragdale:

President, Board of Trustees
Ragdale Foundation
1260 N. Green Bay Road
Lake Forest, IL 60045

TEL 847-234-1063
EMAIL: beth@wileydesignsllc.com

With copy to:

Frederic R. Klein, Esq.
Jami L Brodey, Esq.
Goldberg Kohn Ltd.
55 E. Monroe Street, Suite 3300
Chicago, IL 60603-5792
TEL 312.201.3908
FAX 312.863.7408
EMAIL frederic.klein@goldbergkohn.com
EMAIL jami.brodey@goldbergkohn.com

Notices shall be deemed to have been duly given or made on the date receipt, if emailed or delivered, or three days after mailing, if mailed, however, that either party may change its address for purposes of receipt of any such communication by giving 10 days' written notice of such change to the other party in the manner above prescribed.

15. INSPECTION PERIOD.

(a) Beginning on the Effective Date and concluding at 5:00 p.m. on the date that is 15 days after the Effective Date ("**Inspection Period**"), the City shall have the right to enter on the Donation Parcel and the Ragdale Parcel to conduct physical inspections and undertake such other due diligence as the City deems appropriate, in the City's sole discretion, including structural inspections, environmental tests, soil tests, and engineering studies; provided, however, that City will not perform any excavation or any invasive testing (such as soil borings) without the approval of Hart, for excavation or invasive testing occurring on the Donation Parcel, or Ragdale, for the excavation or invasive testing occurring on the Ragdale Parcel, which approval in each case shall not be unreasonably withheld by Hart or Ragdale, as applicable. If any inspection or test damages the Donation Parcel or the Ragdale Parcel, the City will restore the such Parcel to the same condition as existed before the inspection or test. The City shall defend, indemnify Hart and Ragdale and hold Hart and Ragdale and their respective trustees, officers, tenants, agents, and employees and the Donation Parcel and the Ragdale Parcel harmless from and against any and all losses, costs, damages, claims, or liabilities, including, but not limited to, mechanics' and materialmens' liens and Hart's and Ragdale's reasonable attorneys' fees, and claims and liabilities arising out of the City's or its agents', contractors', employees', or invitees' entry upon or inspection of the Donation Parcel and/or the Ragdale Parcel prior to Closing. The provisions of this Section 15(a) shall survive the Closing or the earlier termination of this Agreement

(b) City shall have the right, upon discovering conditions on the Donation Parcel, Ragdale Parcel, or both, the City deems unacceptable in its sole and absolute discretion, to terminate this Agreement by giving Hart and Ragdale notice, prior to the expiration of the Inspection Period, of its election to terminate this Agreement. If City fails to notify Hart and Ragdale in accordance with this Section, then City's right to terminate the Agreement pursuant to

this Section shall terminate. If the City terminates the Agreement pursuant to this Section, the Earnest Money shall promptly be returned to Ragdale, without need for notice from, by, or on behalf of Hart, this Agreement shall terminate and no party hereto shall have any further rights, liabilities or obligations, other than those that expressly survive the termination hereof.

16. CONDITION OF PROPERTY.

(a) The City, Hart and Ragdale agree and understand that the Donation and Ragdale Parcels are being conveyed to the City in "as is" condition. The City, Hart and Ragdale agree and understand that Hart and Ragdale shall not be required to execute an Illinois Residential Real Property Disclosure Reports (pursuant to 765 ILCS 77/1 – 77/99) or Lead-Based Paint Disclosure Forms.

(b) Hart agrees to leave the Donation Parcel in broom clean condition. All refuse and personal property that is not to be conveyed to City shall be removed from the Donation Parcel at Hart's expense before Closing. City shall have the right to inspect the Donation Parcel within 72 hours before Closing in order to verify compliance with the terms of this Agreement.

17. CITY APPROVAL OF METES & BOUNDS PROPERTY LINE SHIFT AND CITY/RAGDALE AGREEMENT AMENDMENT AND APPROVAL AS CONDITIONS PRECEDENT.

As conditions precedent to the rights and obligations of the parties to this Agreement, it is expressly contemplated that (a) the Donation Parcel shall first be approved by the City for conveyance by a deed containing a metes and bounds legal description under Chapter 156.07 exceptions of the City's subdivision ordinance (a "**Property Line Shift**"), pursuant to the Donation Survey in **Exhibit H** hereto, which survey shall be simultaneously recorded with the Deed at Closing by the Lake County Recorder of Deeds, and (b) the amendment to the Operating Agreement and the Special Use Permit be agreed upon by and between the City and Ragdale and any necessary approvals thereof on behalf of the City be granted. The parties hereto all hereby acknowledge and agree that they are each entering into this Agreement expressly subject to the aforesaid conditions precedent. The parties further agree that the City's approval of this Agreement in no way obligates or requires the City to grant any other approvals to Hart or Ragdale, or concerning Ragdale Farm, including, without limitation, Ragdale's Special Use Permit application, and Ragdale's amendment to the Operating Agreement, and this Agreement provides neither Hart nor Ragdale any vested rights in City's the approval of the same. In the event that the Property Line Shift is not so approved and recorded by December 31, 2021 or the City/Ragdale Agreement Amendment and Approval is not obtained by December 31, 2021, then this Agreement shall be deemed terminated, null and void, and of no further force or effect, in which case the Earnest Money plus all accrued interest thereon shall be returned to Ragdale and none of Hart, Ragdale or City shall have any further rights, liabilities or obligations hereunder, other than those that expressly survive termination hereof.

18. HART LAKE FOREST LLC AND ANY LANSING FAMILY SUCCESSOR ENTITIES.

Hart Lake Forest LLC, a Delaware LLC is currently the legal title holder to all of the land comprising the Hart Property. Subsequent to conveyance of the Donation Parcel at the Closing contemplated herein, Hart intends to convey title to the Retained Property to a new successor entity, "**The Golden Flower X, LLC, a Delaware LLC**" the members of which will be Robert T.E. Lansing family, descendants or heirs. For the purpose of this Agreement, and the Retained Property ROFR, the rights and obligations of Hart shall also be successive rights and obligations of The Golden Flower X, LLC, and all successor owners of the Retained Property, as provided in the ROFR Agreement.

19. **RISK OF LOSS.**

From and after the date of this Agreement to the Closing, Hart, as to the Donation Parcel, and Ragdale, as to the Ragdale Parcel, is considered the owner of the Donation Parcel or the Ragdale Parcel, as applicable, for all purposes, and shall be entitled to receive all insurance proceeds and/or eminent domain awards that may become payable with respect thereto. Any and all risks associated with ownership of the Donation Parcel shall be borne by Hart from the Effective Date until Closing. Any and all risks associated with ownership of the Ragdale Parcel shall be borne by Ragdale from the Effective Date until Closing. Hart and Ragdale shall give notice to the other parties hereto should its Parcel incur a casualty or if an eminent domain proceeding is commenced with respect to its Parcel within three (3) Business Days of becoming aware of such casualty or commencement. In the event of the commencement of an eminent domain proceeding or occurrence of a material casualty prior to Closing, Ragdale shall have the option, as its sole remedy in respect thereof, to elect one of the following:

(a) to proceed with Closing in which event all insurance proceeds and/or eminent domain awards shall be paid (if then received by Hart) or assigned to Ragdale, and Hart shall reimburse Ragdale for all applicable insurance deductibles under policies of insurance relating to the Donation Parcel; or

(b) to terminate this Agreement in which event the Earnest Money shall be returned to Ragdale and none of Hart, Ragdale or City shall have any further rights, liabilities or obligations under this Agreement, except those that expressly survive termination of this Agreement.

For purposes of this Section 19, the term "**material casualty**" shall mean a casualty as to which the cost of repair and restoration is reasonably estimated by City or Ragdale to exceed \$50,000. Ragdale shall exercise such option by giving written notice specifying its choice to Hart and City on or prior to the earlier of fifteen (15) days after receiving Hart's notice or the date of Closing. If Ragdale does not give a timely notice it shall be deemed to have elected the option in clause (a) above.

20. **REPRESENTATIONS AND WARRANTIES.**

To induce the other parties hereto to enter into this Agreement and consummate the transactions contemplated hereby, Hart, Ragdale and/or the City, as applicable, make the representations and warranties set forth below.

(a) Hart represents and warrants, to the best of its knowledge, as of the Effective Date and as of the Closing Date, that:

- (i) Hart is a duly organized Delaware limited liability company and is in good standing with the State of Illinois, and has the full right, power, and authority to sell and convey the Donation Parcel as provided in this Agreement and to carry out Hart's obligations hereunder, without the joinder of any other person or entity, and all requisite action necessary to authorize Hart to enter into this Agreement and to carry out its obligations hereunder has been or by the Closing will have been taken.
- (ii) Neither the execution of this Agreement nor the consummation by Hart of the transactions contemplated hereby will (A) conflict with or result in a breach of the terms, conditions or provisions of or constitute a default under any agreement or instrument to which Hart is a party or is otherwise bound; (B) violate any restriction to which Hart is subject; or (C) constitute a violation of any existing federal, state or local law, ordinance, rule, regulation or order of which Hart is aware.
- (iii) Neither Hart nor any of its constituent entities or individuals is a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and any applicable regulations promulgated thereunder.
- (iv) Hart is not a party to any litigation, arbitration or administrative proceeding (i) with any present or former tenant of the Donation Parcel, (ii) with any person or entity concerning any aspect of the Donation Parcel or having or claiming any interest in the Donation Parcel, (iii) which affects or questions Hart's title to the Donation Parcel or Hart's ability to perform its obligations under this Agreement, or (iv) which otherwise affects or relates to the Donation Parcel. As of the Effective Date, there is no presently pending or, to Hart's knowledge, threatened litigation, arbitration or administrative proceeding affecting or questioning Hart's title to, or the current use of, the Donation Parcel or any part thereof or which otherwise affects or relates to the Donation Parcel.
- (v) The Agreement is, and all other closing documents to be executed and delivered by Hart will be on the Closing Date, valid and binding obligations.
- (vi) Hart has received no notice of any building, zoning, fire, or health code violations that have not been corrected or any pending rezoning or condemnation affecting the Donation Parcel, and that on the Closing Date the Donation Parcel or the Ragdale Parcel, as applicable, and any personal property will be in substantially the same condition as of the date of this Agreement, normal wear and tear excepted. To Hart's knowledge, the Donation Parcel is in compliance with all applicable ordinances, codes,

rules, regulations and other laws, including, without limitation, those relating to building, zoning, subdivision, traffic, parking, accessibility, fire safety, health or safety.

- (vii) There are no pending and, to Hart's knowledge, no threatened condemnation suits or actions with respect to the Donation Parcel.
- (viii) There are no contracts, equipment leases, agreements or commitments, written or oral, affecting the Donation Parcel which would be binding on City or which would run with the Donation Parcel, except that Hart currently rents the Donation Parcel to James and Cathy Leider on a verbal month-to-month basis (the "**Leider Occupancy**") and Ragdale will occupy the Donation Parcel pursuant to the Occupancy Agreement post-Closing.
- (ix) There are no contracts, equipment leases, agreements or commitments, written or oral, affecting the Donation Parcel which would be binding on City or which would run with the Donation Parcel, other than the Leider Occupancy.
- (x) Hart has no knowledge of any existence of any asbestos or underground storage tanks or the release, discharge or storage of any petroleum-based substance or other hazardous or toxic substances or materials on or under the Donation Parcel. Neither Hart nor any of its agents, employees, or contractors have caused or consented to the release, discharge, storage or handling of any petroleum-based substance or other hazardous toxic substance or materials on, under or about the Donation Parcel in violation of any applicable environmental laws or regulations, and, to Hart's knowledge, no such release, discharge, storage or handling has occurred. To Hart's knowledge, (i) the Donation Parcel is not subject to any investigation, administrative order, consent order or agreement, litigation or settlement with respect to any toxic material, hazardous substance or hazardous waste, and (ii) no such materials, substances or wastes are present at the Donation Parcel in quantities in violation of any applicable environmental laws or regulations. **Notwithstanding the foregoing in this §20(x), on July 6, 2021 Hart received from Ragdale a Residential Inspection report prepared February 20, 2020 by CBI, Inc. for Ragdale, which pages 48 and 50 of said report indicate the possibility of asbestos pipe insulation in the residence and exterior standpipes possibly indicating the past or present presence of a UST. The City's "house file" has no record of a UST Permit ever having been issued.**
- (xi) There are no pending or, to Hart's knowledge, threatened claims for labor performed, materials furnished, or services rendered in connection with constructing, improving, repairing or maintaining the Donation Parcel with respect to which liens may or could be filed against the Donation Parcel.

- (xii) On the Effective Date, the Donation Parcel will be free and clear of all liens, claims, rights, restrictions, conditions and other encumbrances other than the Permitted Hart Exceptions and the Leider Occupancy.
- (xiii) Neither Hart nor any person, group, entity or nation that Hart is acting, directly or indirectly for, or on behalf of, is named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or is otherwise a banned or blocked person, group, entity, or nation pursuant to any law that is enforced or administered by the Office of Foreign Assets Control, and Hart is not engaging in the transaction contemplated under this Agreement, directly or indirectly, on behalf of, or instigating or facilitating such transaction, directly or indirectly, on behalf of, any such person, group, entity or nation. Hart is not engaging in the transaction contemplated under this Agreement, directly or indirectly, in violation of any laws relating to drug trafficking, money laundering or predicate crimes to money laundering. None of the funds of Hart have been or will be derived from any unlawful activity with the result that the investment of direct or indirect equity owners in Hart is prohibited by law or that the transaction contemplated under this Agreement is or will be in violation of law. Hart has and will continue to implement procedures, and has consistently and will continue to consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times prior to Closing.
- (xiv) To the best of Hart's knowledge and belief, none of the representations of Hart in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make any representation contained herein not misleading in light of the circumstances in which such representation is made.

(b) Ragdale represents and warrants, to the best of its knowledge, as of the Effective Date and as of the Closing Date, that:

- (i) Ragdale is a duly organized corporate entity in good standing with the State of Illinois, and has the full right, power, and authority to sell and convey the Ragdale Parcel as provided in this Agreement and to carry out Ragdale's obligations hereunder, without the joinder of any other person or entity, and all requisite action necessary to authorize Ragdale to enter into this Agreement and to carry out its obligations hereunder has been or by the Closing will have been taken.
- (ii) Neither the execution of this Agreement nor the consummation by Ragdale of the transactions contemplated hereby will (A) conflict with or result in a

breach of the terms, conditions or provisions of or constitute a default under any agreement or instrument to which Ragdale is a party or is otherwise bound; (B) violate any restriction to which Ragdale is subject; or (C) constitute a violation of any existing federal, state or local law, ordinance, rule, regulation or order of which Ragdale is aware

- (iii) Neither Ragdale nor any of its constituent entities or individuals is a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and any applicable regulations promulgated thereunder.
- (iv) Ragdale is not a party to any litigation, arbitration or administrative proceeding (i) with any present or former tenant of the Ragdale Parcel, (ii) with any person or entity concerning any aspect of the Ragdale Parcel or having or claiming any interest in the Ragdale Parcel, (iii) which affects or questions Ragdale's title to the Ragdale Parcel or Ragdale's ability to perform its obligations under this Agreement, or (iv) which otherwise affects or relates to the Ragdale Parcel. As of the Effective Date, there is no presently pending or, to Ragdale's knowledge, threatened litigation, arbitration or administrative proceeding affecting or questioning Ragdale's title to, or the current use of, the Ragdale Parcel or any part thereof or which otherwise affects or relates to the Ragdale Parcel.
- (v) The Agreement is, and all other closing documents to be executed and delivered by Ragdale will be on the Closing Date, valid and binding obligations.
- (vi) There are no pending and, to Ragdale's knowledge, no threatened condemnation suits or actions with respect to the Ragdale Parcel.
- (vii) There are no contracts, equipment leases, agreements or commitments, written or oral, affecting the Ragdale Parcel which would be binding on City or which would run with the Ragdale Parcel, except that Ragdale will occupy the Ragdale Parcel pursuant to the Operating Agreement post-Closing.
- (viii) Ragdale has no knowledge of any existence of any asbestos or underground storage tanks or the release, discharge or storage of any petroleum-based substance or other hazardous or toxic substances or materials on or under the Ragdale Parcel. Neither Ragdale nor any of its agents, employees, or contractors have caused or consented to the release, discharge, storage or handling of any petroleum-based substance or other hazardous toxic substance or materials on, under or about the Ragdale Parcel in violation of any applicable environmental laws or regulations, and, to Ragdale's knowledge, no such release, discharge, storage or handling has occurred. To Ragdale's knowledge, (i) the Ragdale Parcel is not subject to any

investigation, administrative order, consent order or agreement, litigation or settlement with respect to any toxic material, hazardous substance or hazardous waste, and (ii) no such materials, substances or wastes are present at the Ragdale Parcel in quantities in violation of any applicable environmental laws or regulations.

- (ix) There are no pending or, to Ragdale's knowledge, threatened claims for labor performed, materials furnished, or services rendered in connection with constructing, improving, repairing or maintaining the Ragdale Parcel with respect to which liens may or could be filed against the Ragdale Parcel.
- (x) Neither Ragdale nor any person, group, entity or nation that Ragdale is acting, directly or indirectly for, or on behalf of, is named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or is otherwise a banned or blocked person, group, entity, or nation pursuant to any law that is enforced or administered by the Office of Foreign Assets Control, and Ragdale is not engaging in the transaction contemplated under this Agreement, directly or indirectly, on behalf of, or instigating or facilitating such transaction, directly or indirectly, on behalf of, any such person, group, entity or nation. Ragdale is not engaging in the transaction contemplated under this Agreement, directly or indirectly, in violation of any laws relating to drug trafficking, money laundering or predicate crimes to money laundering. None of the funds of Ragdale have been or will be derived from any unlawful activity with the result that the investment of direct or indirect equity owners in Ragdale is prohibited by law or that the transaction contemplated under this Agreement is or will be in violation of law. Ragdale has and will continue to implement procedures, and has consistently and will continue to consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times prior to Closing.
- (xi) To the best of Ragdale's knowledge and belief, none of the representations of Ragdale in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make any representation contained herein not misleading in light of the circumstances in which such representation is made.

(c) City represents and warrants, to the best of its knowledge, as of the Effective Date and as of the Closing Date, that:

- (i) The City has the full right, power, and authority to carry out City's obligations hereunder, without the joinder of any other person or entity, and all requisite action necessary to authorize the City to enter into this

Agreement and to carry out its obligations hereunder has been or by the Closing will have been taken.

- (ii) Neither the execution of this Agreement nor the consummation by the City of the transactions contemplated hereby will (i) conflict with or result in a breach of the terms, conditions or provisions of or constitute a default under any agreement or instrument to which the City is a party or is otherwise bound; (ii) violate any restriction to the City it is subject; or (iii) constitute a violation of any existing federal, state or local law, ordinance, rule, regulation or order of which the City is aware.
- (iii) The Agreement is, and all other closing documents to be executed and delivered by the City will be on the Closing Date, the City's valid and binding obligations.
- (iv) Neither the City nor any person, group, entity or nation that the City is acting, directly or indirectly for, or on behalf of, is named by any Executive Order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or is otherwise a banned or blocked person, group, entity, or nation pursuant to any law that is enforced or administered by the Office of Foreign Assets Control, and the City is not engaging in the transaction contemplated under this Agreement, directly or indirectly, on behalf of, or instigating or facilitating such transaction, directly or indirectly, on behalf of, any such person, group, entity or nation. The City is not engaging in the transaction contemplated under this Agreement, directly or indirectly, in violation of any laws relating to drug trafficking, money laundering or predicate crimes to money laundering. None of the funds of the City have been or will be derived from any unlawful activity with the result that the investment of direct or indirect equity owners in the City is prohibited by law or that the transaction contemplated under this Agreement is or will be in violation of law. The City has and will continue to implement procedures, and has consistently and will continue to consistently apply those procedures, to ensure the foregoing representations and warranties remain true and correct at all times prior to Closing.
- (d) The representations and warranties of the parties hereunder shall be true and complete on the Closing Date and shall survive the Closing for a period of one (1) year (that is, written notice of any claim under any representation or warranty by a party hereto must be given to the representing and warranting party within one (1) year of the Closing Date).

21. MISCELLANEOUS.

(a) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any disputes arising from or related to this Agreement, the Donation Parcel, or the Ragdale Parcel shall be the Circuit Court of the Nineteenth Judicial Circuit, Lake County, Illinois. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms.

(c) Whenever in this Agreement words, including pronouns, are used in the masculine, they shall be read in the feminine or neuter whenever they would so apply and vice versa, and words in this Agreement that are singular shall be read as plural whenever the latter should so apply and vice versa.

(d) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one Agreement.

(e) Time is of the essence of this Agreement.

(f) Each individual executing this Agreement on behalf of a party hereto hereby warrants that (1) he or she has full authority to execute and deliver this Agreement on behalf of such party and to consummate or cause the consummation of the obligations of such party contained herein; and (2) the execution of this Agreement is not in violation of or prohibited by any contract, agreement, or other obligation to which Hart, Ragdale, or the City is bound. Subject to the foregoing, the managing members, City officials and trustees identified herein shall have no personal liability hereunder.

(g) This instrument contains the entire agreement of the parties, and no representations, warranties or agreement have been made by either of the parties except as set forth herein. No modification, waiver or amendment of the provisions of this Agreement shall be effective unless made in writing and signed by all of the parties hereto.

(h) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one Agreement.

(i) Facsimile signatures shall be sufficient for the purpose of executing, negotiating and finalizing this Agreement.

[the remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first written above:

HART:

Hart Lake Forest LLC, a Delaware Limited Liability Company

BY:

Augustin S. Hart III, a Member

CITY:

BY:

George A. Pandaleon, Mayor of the City of Lake Forest

RAGDALE:

The Ragdale Foundation, an Illinois not for profit corporation

BY:

Beth Boyd, President, Board of Trustees

EXHIBIT A
to Real Estate Purchase and Donation Agreement

Legal Description of Donation Parcel

A PARCEL OF LAND COMPRISED OF LOTS 14 AND 16 IN OWNERS SUBDIVISION, BEING A SUBDIVISION OF THE NORTH HALF OF SECTION 29, TOWNSHIP 44 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF LAKE COUNTY, ILLINOIS, ON APRIL 4, 1904 AS DOCUMENT 94205, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF AFOREMENTIONED LOT 16 IN OWNER'S SUBDIVISION; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 16, BEING ALSO THE WESTERLY LINE OF GREEN BAY ROAD, A DISTANCE OF 118.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF A TRACT OF LAND CONVEYED BY DOCUMENT NUMBER 432170 AND RECORDED IN THE RECORDER'S OFFICE OF LAKE COUNTY, ILLINOIS, ON JANUARY 2ND 1937; THENCE SOUTHWESTARDLY ALONG SAID SOUTHERLY LINE, FORMING AN ANGLE OF 90 DEGREES 22 MINUTES 30 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTER-CLOCKWISE FROM THE NORTHWESTERLY TO SOUTHWESTERLY, A DISTANCE OF 204.46 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE; THENCE WESTARDLY, CONTINUING ALONG THE SOUTHERLY LINE OF THE AFOREMENTIONED TRACT OF LAND CONVEYED BY DOCUMENT NUMBER 432170 AND FORMING AN ANGLE OF 167 DEGREES 09 MINUTES 51 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTER-CLOCKWISE FROM NORTHEASTERLY TO WESTERLY, A DISTANCE OF 216.86 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE; THENCE WEST ALONG THE SOUTHERLY LINE OF AFOREMENTIONED TRACT OF LAND CONVEYED BY DOCUMENT NUMBER 432170, FORMING AN ANGLE OF 170 DEGREES 55 MINUTES 17 SECONDS WITH THE LAST DESCRIBED LINE, AS MEASURED COUNTER-CLOCKWISE FROM EASTERLY TO WEST, A DISTANCE OF 116.04 FEET; THENCE NORTH ALONG A LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF AFOREMENTIONED LOT 16 IN OWNER'S SUBDIVISION, FORMING AN ANGLE OF 89 DEGREES 59 MINUTES 34 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTER-CLOCKWISE FROM EAST TO NORTH, A DISTANCE OF 220.35 FEET TO A POINT ON SAID NORTH LINE OF LOT 16 WHICH IS 1333.46 FEET EAST FROM THE NORTHWEST CORNER OF SAID LOT 16, AS MEASURED ALONG SAID NORTH LINE; THENCE EAST ALONG SAID NORTH LINE, FORMING AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS WITH THE LAST DESCRIBED LINE, AS MEASURED COUNTER-CLOCKWISE FROM SOUTH TO EAST, A DISTANCE OF 67.08 FEET TO A POINT ON SAID NORTH LINE WHICH IS 1158.88 FEET EAST FROM THE SOUTHWEST CORNER OF LOT 14 IN OWNER'S SUBDIVISION; THENCE NORTH, ENTERING LOT 14 ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS WITH SAID NORTH LINE OF LOT 16 (BEING HERE ALSO THE SOUTH LINE OF SAID LOT 14),

AS MEASURED COUNTER-CLOCKWISE FROM WEST TO NORTH, A DISTANCE OF 20.00 FEET; THENCE EAST ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTER-CLOCKWISE FROM WEST TO SOUTH, A DISTANCE OF 200 FEET; THENCE SOUTH ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTERCLOCKWISE FROM WEST TO SOUTH, A DISTANCE OF 20.00 FEET TO A POINT ON THE AFOREMENTIONED SOUTH LINE OF LOT 14 AND THE NORTH LINE OF LOT 16; THENCE EAST ALONG SAID NORTH LINE OF LOT 16, FORMING AN ANGLE OF 270 DEGREES 00 MINUTES 00 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTER-CLOCKWISE FROM NORTH TO EAST, A DISTANCE OF 209.42 FEET TO THE POINT OF BEGINNING.

EXCEPT A PARCEL OF LAND CONVEYED FROM THE MARGARET'S HART LAKE FOREST RESIDENCE TRUST TO THE CITY OF LAKE FOREST DATED 12/12/01 RECORDED 3/22/02 AS DOCUMENT NUMBER 4887403, LAKE COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF THE AFORESAID LOT 16 IN OWNER'S SUBDIVISION; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 16 (BEING ALSO THE WESTERLY LINE OF GREEN BAY ROAD) A DISTANCE OF 98.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID EASTERLY LINE OF SAID LOT 16 A DISTANCE OF 20.00 FEET TO AN INTERSECTION WITH A SOUTHERLY LINE OF THE TRACT OF LAND CONVEYED BY DOCUMENT NUMBER 432170 AND RECORDED IN THE RECORDER'S OFFICE OF LAKE COUNTY, ILLINOIS ON JANUARY 2, 1937; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE, FORMING AN ANGLE OF 90 DEGREES, 22 MINUTES, 30 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTERCLOCKWISE FROM NORTH-WESTERLY TO SOUTHWESTERLY, A DISTANCE OF 123.26 FEET; THEN NORTHWESTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.00 FEET; THENCE NORTHEASTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 50.23 FEET; THENCE NORTHWESTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 12.00 FEET; THEN NORTHEASTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 73.13 FEET, TO SAID POINT OF BEGINNING, BEING THE EASTERLY LINE OF SAID LOT 16.

ALSO EXCEPT A PARCEL OF LAND OVER PART OF LOT 16 IN OWNERS SUBDIVISION, BEING A SUBDIVISION OF THE NORTH HALF OF SECTION 29, TOWNSHIP 44 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF LAKE COUNTY, ILLINOIS, ON APRIL 4, 1904 AS DOCUMENT 94205, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF AFOREMENTIONED LOT 16 IN OWNER'S SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE EASTERLY

LINE OF SAID LOT 16, BEING ALSO THE WESTERLY LINE OF GREEN BAY ROAD, A DISTANCE OF 118.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF A TRACT OF LAND CONVEYED BY DOCUMENT NUMBER 432170 AND RECORDED IN THE RECORDER'S OFFICE OF LAKE COUNTY, ILLINOIS, ON JANUARY 2ND 1937; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE, FORMING AN ANGLE OF 90 DEGREES 22 MINUTES 30 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTER-CLOCKWISE FROM THE NORTHWESTERLY TO SOUTHWESTERLY, A DISTANCE OF 204.46 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE; BEING THE POINT OF BEGINNING OF A STRIP OF LAND BEING 14.00 FEET WIDE LYING NORTH OF AND PARALLEL WITH THE FOLLOWING DESCRIBED LINES: THENCE WESTERLY, CONTINUING ALONG THE SOUTHERLY LINE OF THE AFOREMENTIONED TRACT OF LAND CONVEYED BY DOCUMENT NUMBER 432170 AND FORMING AN ANGLE OF 167 DEGREES 09 MINUTES 51 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTER-CLOCKWISE FROM NORTHEASTERLY TO WESTERLY, A DISTANCE OF 216.86 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE; THENCE WEST ALONG THE SOUTHERLY LINE OF AFOREMENTIONED TRACT OF LAND CONVEYED BY DOCUMENT NUMBER 432170, FORMING AN ANGLE OF 170 DEGREES 55 MINUTES 17 SECONDS WITH THE LAST DESCRIBED LINE, AS MEASURED COUNTER-CLOCKWISE FROM EASTERLY TO WEST, A DISTANCE OF 116.04 FEET; (THE WEST SIDELINE TO MEET AT ANGLE POINTS ALONG A LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF AFOREMENTIONED LOT 16 IN OWNER'S SUBDIVISION, FORMING AN ANGLE OF 89 DEGREES 59 MINUTES 34 SECONDS WITH THE LAST DESCRIBED LINE), IN LAKE COUNTY, ILLINOIS. CONTAINING 92,242 S.F., (2.12 ACRES).

PIN

Portion of 12-29-206-019-0000

Common Address

1272 N. Green Bay Road, Lake Forest, IL 60045

EXHIBIT B
to Real Estate Purchase and Donation Agreement

1. IRS Form 8283 duly executed by City.

(TO BE INSERTED)

EXHIBIT C
to Real Estate Purchase and Donation Agreement

TITLE COMMITMENT
AND
PERMITTED EXCEPTIONS
FOR
DONATION PARCEL

1. General real estate taxes not due and payable as of the Closing Date.
2. Covenants, conditions and restrictions of record which have been approved in writing by City and Ragdale.
3. Public and utility easements which do not interfere with City's or Ragdale's intended use of the Donation Parcel.
4. Acts committed by or suffered through City or Ragdale.

EXHIBIT D
to Real Estate Purchase and Donation Agreement

Retained Property Right of First Refusal to Purchase Agreement

RETAINED PROPERTY RIGHT OF FIRST REFUSAL TO PURCHASE AGREEMENT

This RIGHT OF FIRST REFUSAL TO PURCHASE AGREEMENT is entered into this _____ day of _____, 2021 by and among Hart Lake Forest, LLC, a Delaware limited liability company ("**Hart**"), The City of Lake Forest, an Illinois municipal corporation (the "**City**"), and The Ragdale Foundation, an Illinois not-for-profit corporation ("**Ragdale**").

Provided that the City or Ragdale still own the Donation Parcel, legally described on Exhibit 1 hereto, and Ragdale is still operating Ragdale Farm at 1260 N. Green Bay Road, Lake Forest, IL, Hart hereby grants the City and Ragdale the first right of refusal to purchase the Retained Property (as such term is defined in the REPDA (defined below); "**Retained Property ROFR**" or "**ROFR**") for a purchase price ("**Price**") to be determined at the time that the ROFR is exercised by the City or Ragdale as set forth hereinbelow. The Retained Property ROFR herein granted the City and Ragdale shall not be a joint and several right but shall be a paramount/senior right of the City and a subordinate/junior right of Ragdale in the event that the City fails to avail itself to such Retained Property ROFR. The Retained Property ROFR shall be exercisable upon receipt by the City and Ragdale of written notice from Hart (the "**ROFR Notice**") that Hart no longer requires the use of or desires to retain ownership of the Retained Property. Hart hereby agrees to provide the City and Ragdale with its ROFR Notice no less than ninety (90) days prior to offering the Retained Property for sale to the general public.

To exercise the Retained Property ROFR the City or Ragdale shall deliver written notice of such election (the "**Notice to Purchase**") to Hart within ninety (90) days after receipt of Hart's ROFR Notice. If Ragdale is still operating Ragdale Farm, it shall be a condition to the City's exercise of the ROFR that, at the Closing of the ROFR, an amendment to the Operating Agreement between the City and Ragdale be entered into, in form and substance acceptable to the City and Ragdale, such that the Retained Property be added to the Operating Agreement for use by Ragdale and that the Special Use Permit relating to the Ragdale Farm be amended as necessary to allow Ragdale the use of the Retained Property. In the event that both the City and Ragdale deliver a Notice of Purchase regarding the Retained Property, the City's Notice of Purchase shall have priority, subject to the foregoing condition.

The closing of the sale of the Retained Property shall occur ninety (90) days after delivery of the Notice to Purchase or on such earlier date as is agreed upon by Hart and the City or Ragdale. The closing and conveyance of the Retained Property shall be on the same terms and conditions as the sale and donation of the Donation Parcel under the Real Estate Purchase and Donation Agreement dated as of _____, 2021 among Hart, Ragdale and the City (the "**REPDA**"), other than the purchase price, the retention of any easements and, only if Ragdale is the purchaser, the requirement of an amendment to the Operating Agreement and Special Use Permit. Without limiting the foregoing, the Retained Property shall be conveyed by special warranty deed to the

City or Ragdale subject only to exceptions shown on a title commitment delivered to the City or Ragdale, other than Monetary Liens (as defined in the REPDA).

Upon conveyance of the Retained Property to the City or Ragdale, the Easement over the Easement Parcel shall terminate and Hart agrees to execute such documents, in recordable form, as are necessary to effectuate such termination. Such conveyance from Hart to the City or Ragdale shall contain a deed restriction prohibiting the City or Ragdale from selling or conveying the Retained Property or any portion thereof, other than in connection with a sale of the entire Ragdale Farm property or the sale of the Donation Parcel (as defined in the REPDA), for a period of thirty (30) years from the actual date of such conveyance.

The Retained Property ROFR shall be a one-time opportunity and shall be a right only conferred upon the City and Ragdale but shall not become a right of any third party successors or assigns. At such time as Hart may give its ROFR Notice to the City and Ragdale, and both the City and Ragdale fail to give Ragdale their Notice to Purchase, then the Retained Property ROFR shall extinguish and be deemed forever terminated and shall not run with the land.

The Price for the Retained Property shall be determined at the time a ROFR Notice occurs and shall be the Fair Market Value ("FMV") of the Retained Property as then determined by the Lake County Assessor. For example, currently the Lake County Assessor establishes an equalized assessed value ("AV") for each parcel of land having its own discrete PIN (Property Index Number) and the AV of each parcel is exactly one third (1/3) of its FMV. In other words, the FMV is three times the AV of each parcel. Accordingly, the Price for the Retained Property shall be the sum of all FMVs as indicated by all the AVs of all of the PINs attributed to the Retained Property by the Lake County Assessor's Office existing at the time the City delivers its Notice to Purchase to Hart.

[Remainder of page intentionally blank; signatures on following page.]

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first written above:

HART:

Hart Lake Forest LLC, a Delaware Limited Liability Company

BY: _____
Augustin S. Hart III, a Member

CITY:

BY: _____
George A. Pandaleon, Mayor of the City of Lake Forest

RAGDALE:

The Ragdale Foundation, an Illinois not for profit corporation

BY: _____
Beth Boyd, President, Board of Trustees

EXHIBIT "1"
to
Retained Property Right of First Refusal to Purchase Agreement

Legal Description of Donation Parcel

A PARCEL OF LAND COMPRISED OF LOTS 14 AND 16 IN OWNERS SUBDIVISION, BEING A SUBDIVISION OF THE NORTH HALF OF SECTION 29, TOWNSHIP 44 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF LAKE COUNTY, ILLINOIS, ON APRIL 4, 1904 AS DOCUMENT 94205, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF AFOREMENTIONED LOT 16 IN OWNER'S SUBDIVISION; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 16, BEING ALSO THE WESTERLY LINE OF GREEN BAY ROAD, A DISTANCE OF 118.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF A TRACT OF LAND CONVEYED BY DOCUMENT NUMBER 432170 AND RECORDED IN THE RECORDER'S OFFICE OF LAKE COUNTY, ILLINOIS, ON JANUARY 2ND 1937; THENCE SOUTHWESTARDLY ALONG SAID SOUTHERLY LINE, FORMING AN ANGLE OF 90 DEGREES 22 MINUTES 30 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTER-CLOCKWISE FROM THE NORTHWESTERLY TO SOUTHWESTERLY, A DISTANCE OF 204.46 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE; THENCE WESTARDLY, CONTINUING ALONG THE SOUTHERLY LINE OF THE AFOREMENTIONED TRACT OF LAND CONVEYED BY DOCUMENT NUMBER 432170 AND FORMING AN ANGLE OF 167 DEGREES 09 MINUTES 51 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTER-CLOCKWISE FROM NORTHEASTERLY TO WESTERLY, A DISTANCE OF 216.86 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE; THENCE WEST ALONG THE SOUTHERLY LINE OF AFOREMENTIONED TRACT OF LAND CONVEYED BY DOCUMENT NUMBER 432170, FORMING AN ANGLE OF 170 DEGREES 55 MINUTES 17 SECONDS WITH THE LAST DESCRIBED LINE, AS MEASURED COUNTER-CLOCKWISE FROM EASTERLY TO WEST, A DISTANCE OF 116.04 FEET; THENCE NORTH ALONG A LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF AFOREMENTIONED LOT 16 IN OWNER'S SUBDIVISION, FORMING AN ANGLE OF 89 DEGREES 59 MINUTES 34 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTER-CLOCKWISE FROM EAST TO NORTH, A DISTANCE OF 220.35 FEET TO A POINT ON SAID NORTH LINE OF LOT 16 WHICH IS 1333.46 FEET EAST FROM THE NORTHWEST CORNER OF SAID LOT 16, AS MEASURED ALONG SAID NORTH LINE; THENCE EAST ALONG SAID NORTH LINE, FORMING AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS WITH THE LAST DESCRIBED LINE, AS MEASURED COUNTER-CLOCKWISE FROM SOUTH TO EAST, A DISTANCE OF 67.08 FEET TO A POINT ON SAID NORTH LINE WHICH IS 1158.88 FEET EAST FROM THE SOUTHWEST CORNER OF LOT 14 IN OWNER'S SUBDIVISION; THENCE NORTH, ENTERING LOT 14 ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS WITH SAID

NORTH LINE OF LOT 16 (BEING HERE ALSO THE SOUTH LINE OF SAID LOT 14), AS MEASURED COUNTER-CLOCKWISE FROM WEST TO NORTH, A DISTANCE OF 20.00 FEET; THENCE EAST ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTER-CLOCKWISE FROM WEST TO SOUTH, A DISTANCE OF 200 FEET; THENCE SOUTH ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTERCLOCKWISE FROM WEST TO SOUTH, A DISTANCE OF 20.00 FEET TO A POINT ON THE AFOREMENTIONED SOUTH LINE OF LOT 14 AND THE NORTH LINE OF LOT 16; THENCE EAST ALONG SAID NORTH LINE OF LOT 16, FORMING AN ANGLE OF 270 DEGREES 00 MINUTES 00 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTER-CLOCKWISE FROM NORTH TO EAST, A DISTANCE OF 209.42 FEET TO THE POINT OF BEGINNING.

EXCEPT A PARCEL OF LAND CONVEYED FROM THE MARGARET'S HART LAKE FOREST RESIDENCE TRUST TO THE CITY OF LAKE FOREST DATED 12/12/01 RECORDED 3/22/02 AS DOCUMENT NUMBER 4887403, LAKE COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF THE AFORESAID LOT 16 IN OWNER'S SUBDIVISION; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 16 (BEING ALSO THE WESTERLY LINE OF GREEN BAY ROAD) A DISTANCE OF 98.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID EASTERLY LINE OF SAID LOT 16 A DISTANCE OF 20.00 FEET TO AN INTERSECTION WITH A SOUTHERLY LINE OF THE TRACT OF LAND CONVEYED BY DOCUMENT NUMBER 432170 AND RECORDED IN THE RECORDER'S OFFICE OF LAKE COUNTY, ILLINOIS ON JANUARY 2, 1937; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE, FORMING AN ANGLE OF 90 DEGREES, 22 MINUTES, 30 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTERCLOCKWISE FROM NORTH-WESTERLY TO SOUTHWESTERLY, A DISTANCE OF 123.26 FEET; THEN NORTHWESTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.00 FEET; THENCE NORTHEASTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 50.23 FEET; THENCE NORTHWESTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 12.00 FEET; THEN NORTHEASTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 73.13 FEET, TO SAID POINT OF BEGINNING, BEING THE EASTERLY LINE OF SAID LOT 16.

ALSO EXCEPT A PARCEL OF LAND OVER PART OF LOT 16 IN OWNERS SUBDIVISION, BEING A SUBDIVISION OF THE NORTH HALF OF SECTION 29, TOWNSHIP 44 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF LAKE COUNTY, ILLINOIS, ON APRIL 4, 1904 AS DOCUMENT 94205, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF AFOREMENTIONED LOT 16 IN OWNER'S SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT 16, BEING ALSO THE WESTERLY LINE OF GREEN BAY ROAD, A DISTANCE OF 118.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF A TRACT OF LAND CONVEYED BY DOCUMENT NUMBER 432170 AND RECORDED IN THE RECORDER'S OFFICE OF LAKE COUNTY, ILLINOIS, ON JANUARY 2ND 1937; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE, FORMING AN ANGLE OF 90 DEGREES 22 MINUTES 30 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTER-CLOCKWISE FROM THE NORTHWESTERLY TO SOUTHWESTERLY, A DISTANCE OF 204.46 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE; BEING THE POINT OF BEGINNING OF A STRIP OF LAND BEING 14.00 FEET WIDE LYING NORTH OF AND PARALLEL WITH THE FOLLOWING DESCRIBED LINES: THENCE WESTERLY, CONTINUING ALONG THE SOUTHERLY LINE OF THE AFOREMENTIONED TRACT OF LAND CONVEYED BY DOCUMENT NUMBER 432170 AND FORMING AN ANGLE OF 167 DEGREES 09 MINUTES 51 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTER-CLOCKWISE FROM NORTHEASTERLY TO WESTERLY, A DISTANCE OF 216.86 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE; THENCE WEST ALONG THE SOUTHERLY LINE OF AFOREMENTIONED TRACT OF LAND CONVEYED BY DOCUMENT NUMBER 432170, FORMING AN ANGLE OF 170 DEGREES 55 MINUTES 17 SECONDS WITH THE LAST DESCRIBED LINE, AS MEASURED COUNTER-CLOCKWISE FROM EASTERLY TO WEST, A DISTANCE OF 116.04 FEET; (THE WEST SIDELINE TO MEET AT ANGLE POINTS ALONG A LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF AFOREMENTIONED LOT 16 IN OWNER'S SUBDIVISION, FORMING AN ANGLE OF 89 DEGREES 59 MINUTES 34 SECONDS WITH THE LAST DESCRIBED LINE), IN LAKE COUNTY, ILLINOIS. CONTAINING 92,242 S.F., (2.12 ACRES).

PIN

Portion of 12-29-206-019-0000

Common Address

1272 N. Green Bay Road, Lake Forest, IL 60045

EXHIBIT E
to Real Estate Purchase and Donation Agreement

Memo of ROFR

THIS DOCUMENT PREPARED
BY AND AFTER RECORDING
SHOULD BE RETURNED TO:

Jami L. Brodey
Goldberg Kohn, Ltd.
55 East Monroe Street
Suite 3300
Chicago, Illinois 60603

MEMORANDUM OF RIGHT OF FIRST REFUSAL

This MEMORANDUM OF RIGHT OF FIRST REFUSAL TO PURCHASE AGREEMENT ("Memorandum") is entered into this ____ day of _____, 2021 by and among **Hart Lake Forest, LLC**, a Delaware limited liability company ("**Hart**"), **The City of Lake Forest**, an Illinois home rule charter municipal corporation (the "**City**"), and **The Ragdale Foundation**, an Illinois not-for-profit corporation ("**Ragdale**").

RECITALS

A. Contemporaneously herewith, Hart is conveying to the City certain property (the "**Donation Parcel**"), pursuant to a Real Estate Purchase and Donation Agreement dated as of _____, 2021 among Hart, the City and Ragdale (the "**Purchase Agreement**"). Among other things, the Purchase Agreement provides for (i) the use and occupancy of the Donation Parcel by Ragdale pursuant to a separate agreement between Ragdale and the City and (ii) the granting of a right of first refusal in favor of the City and Ragdale to purchase certain property contiguous to the Donation Parcel and described on Exhibit A attached hereto (the "**ROFR Property**"). To evidence the right of first refusal with respect to the ROFR Property, Hart, Ragdale and City have entered into a certain Retained Property Right of First Refusal to Purchase Agreement dated as of even date herewith (the "**ROFR Agreement**"). A copy of the ROFR Agreement is on file at the City Clerk's Office, 220 E. Deerpath, Lake Forest, Illinois 60045.

B. Hart, the City and Ragdale wish to execute and record this Memorandum to memorialize a right of first refusal to purchase the Property granted to the City and Ragdale under the ROFR Agreement.

AGREEMENT

1. Hart has granted the City and Ragdale a right of first refusal to purchase the Property, pursuant to the terms and conditions set forth in the ROFR Agreement.

2. The right of first refusal shall remain in effect so long as the ROFR Agreement remains in effect.

3. The ROFR Agreement shall run with the land and bind the successors and assigns of Hart.

4. This Memorandum may not be amended, modified or terminated, except by a written agreement executed by Hart, the City and Ragdale.

5. This Memorandum may be executed in counterparts, each of which when taken together shall constitute one instrument.

[Signatures on following page.]

IN WITNESS WHEREOF, this Memorandum is executed as of the date first written above.

HART:

Hart Lake Forest LLC, a Delaware limited liability company

BY: _____
Augustin S. Hart III, a Member

CITY:

The City of Lake Forest, an Illinois home rule charter municipal corporation

BY: _____
George A. Pandaleon, Mayor of the City of Lake Forest

RAGDALE:

The Ragdale Foundation, an Illinois not for profit corporation

BY: _____
Beth Boyd, President, Board of Trustees

ACKNOWLEDGMENT

STATE OF)
) SS
COUNTY OF)

I, _____, a Notary Public in and for and residing in said
County and State, DO HEREBY CERTIFY THAT _____ of
_____, a _____ corporation, personally known to
me to be the same person whose name is subscribed to the foregoing instrument appeared before
me this day in person and acknowledged that _____ he signed and delivered said instrument as
_____ own free and voluntary act and as the free and voluntary act of said corporation for the
uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

STATE OF)
) SS
COUNTY OF)

I, _____, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT _____ of _____, a _____ corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that _____ he signed and delivered said instrument as _____ own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

STATE OF)
) SS
COUNTY OF)

I, _____, a Notary Public in and for and residing in said
County and State, DO HEREBY CERTIFY THAT _____ of
_____, a _____ corporation, personally known to
me to be the same person whose name is subscribed to the foregoing instrument appeared before
me this day in person and acknowledged that _____ he signed and delivered said instrument as
_____ own free and voluntary act and as the free and voluntary act of said corporation for the
uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 20__.

Notary Public

My Commission Expires:

EXHIBIT A

Legal Description of ROFR Property

(TO BE INSERTED)

EXHIBIT F
to Real Estate Purchase and Donation Agreement

Deed of Donation Parcel
with
Easement Reservation
(attached.)

This document was prepared by:

Gregory W. Jones,
Ancel Glink, P.C.
140 S. Dearborn St, 6th Floor
Chicago, Illinois 60603

**After recording, send deed
and tax bills to:**

City of Lake Forest
220 E. Deerpath
Lake Forest, Illinois 60045

(The above space for recorder's use only)

SPECIAL WARRANTY DEED

THE GRANTOR, **Hart Lake Forest, LLC**, a Delaware limited liability company with registered offices located at 1209 Orange Street, Wilmington, Delaware 19801 and local administrative offices located at 270 Westminster Road, Suite 300, Lake Forest, Illinois 60045 ("Grantor"), for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid, the receipt and sufficiency of which are hereby acknowledged, by these presents does hereby CONVEY, WARRANT, GRANT, BARGAIN, SELL, DONATE, REMISE, RELEASE, AND ALIEN to the **City of Lake Forest**, an Illinois home rule and charter municipal corporation with offices located at 220 E. Deerpath, Lake Forest, Illinois 60045 ("Grantee"), and to its successors and assigns FOREVER, all the following real property situated in Lake County, Illinois, to wit:

Legal Description: See Exhibit A

Permanent Real Estate Index Number: 12-29-206-019-0000 (part of)

Address: 1272 N. Green Bay Rd, Lake Forest, Illinois 60045

("Real Estate") together with the hereditaments and appurtenances thereunto belonging, or in any way appertaining, and with the improvements thereon and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, and interest, of Grantor, of, in and to the above described Real Estate, subject to: covenants, conditions, restrictions and easements of record, including the Easement Reservation below; and general real estate taxes for the year 2021 and subsequent years.

Grantor, for itself and its successors, does covenant, promise, and agree to and with the Grantee, its successors and assigns, that it has not done or suffered to be done, anything whereby the premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited, and Grantor will Warrant and Defend the said premises herein conveyed to Grantee, its successors and assigns, against all persons lawfully claiming the

same by, through or under Grantor.

Easement Reservation: Subject to the following terms, Grantor reserves for itself and its successors and assigns the non-exclusive right, privilege, and authority to access and utilize that portion of the Real Estate depicted in Exhibit B ("Easement Premises") for the purposes of (a) invited and duly authorized pedestrian access and vehicle access between Green Bay Road and the real property legally described on Exhibit C ("Hart Property"), and (b) vehicle parking for invited and duly authorized individuals visiting the Hart Property ("Easement"). Use of the Easement shall be in common with Grantee and Ragdale Foundation, an Illinois not-for-profit corporation ("Ragdale"), the operator of the Easement Premises, and their respective authorized agents, employees, contractors, invitees and permittees.

Grantor shall be responsible for, at its sole cost, the general routine maintenance and upkeep of the Hart Portion (hereinafter defined) of Easement Premises and all improvements located thereon. The "Hart Portion" of the Easement Premises shall mean the gravel overflow parking area and that portion of the drive between the gravel overflow parking area and the Hart Property. Grantee and Ragdale shall be responsible for repair of any extraordinary wear and tear, abuse, or damages caused to the Easement Premises, including the Hart Portion, by Grantee, Ragdale, their authorized agents, employees, contractors, invitees and permittees.

Grantor shall be responsible, at its sole cost, for obtaining and maintaining comprehensive general liability insurance covering the Easement Premises and its (and its agents', employees', contractors', invitees', or permittees') activities occurring thereon against claims related to personal injury, death, and property damage. Grantee and Ragdale shall be named as additional insureds on such policies and, upon Grantee's or Ragdale's request, Grantor shall deliver to Grantee or Ragdale, as applicable, a copy of such policies. Grantor agrees to save and hold Grantee and Ragdale harmless from all claims, causes of action, suits, damages, or demands that arise directly from the negligence of the Grantor or its authorized agents, employees, contractors, invitees, or permittees in the use, improvement, or maintenance of the Easement Premises or any improvements located thereon.

Grantor's right, privilege, authority, and interest in the Easement shall immediately and fully terminate upon Grantee or Ragdale acquiring title the entirety of the Hart Property or Grantor's failure to comply with the Easement Reservation's terms which continues for a period of thirty (30) days after notice of such failure. Acquisition of only a portion of the Hart Property, for example the "Garden Parcel", shall not trigger termination of the Easement Reservation. Grantee accepts the conveyance of the Real Estate subject to the Easement Reservation as set forth hereinabove. Except as provided herein, the Easement shall be binding upon and enforceable against Grantee, its successors, and assigns.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed this _____ day of _____, 2021.

HART LAKE FOREST, LLC,
a Delaware limited liability company

Name:

Title:

STATE OF ILLINOIS)
)ss.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that _____, as _____ of **HART LAKE FOREST, LLC**, personally known to me to be the same person whose name is subscribed on the foregoing instrument, appeared before me this day in person and acknowledged that said instrument was signed, sealed, and delivered as her free and voluntary act, and as the free and voluntary act for the uses and purposes therein set forth.

Dated: _____, 2021

Notary Public

My Commission expires: _____, 20____.

Lake County, Illinois Transfer Stamps:

EXEMPT UNDER PROVISIONS OF 35 ILCS
200/31-45, PARAGRAPH (b), REAL ESTATE
TRANSFER ACT

Date: _____

Signature of Buyer, Seller or Representative

Lake Forest, Illinois Transfer Stamps:

EXEMPT UNDER PROVISIONS OF CITY
OF LAKE FOREST CODE OF
ORDINANCES §39.159(A)(3)(a)

Date: _____

Signature of Buyer, Seller or Representative

Exhibit A

Legal Description of Real Estate

A PARCEL OF LAND COMPRISED OF LOTS 14 AND 16 IN OWNERS SUBDIVISION, BEING A SUBDIVISION OF THE NORTH HALF OF SECTION 29, TOWNSHIP 44 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF LAKE COUNTY, ILLINOIS, ON APRIL 4, 1904 AS DOCUMENT 94205, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF AFOREMENTIONED LOT 16 IN OWNER'S SUBDIVISION; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 16, BEING ALSO THE WESTERLY LINE OF GREEN BAY ROAD, A DISTANCE OF 118.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF A TRACT OF LAND CONVEYED BY DOCUMENT NUMBER 432170 AND RECORDED IN THE RECORDER'S OFFICE OF LAKE COUNTY, ILLINOIS, ON JANUARY 2ND 1937; THENCE SOUTHWESTARDLY ALONG SAID SOUTHERLY LINE, FORMING AN ANGLE OF 90 DEGREES 22 MINUTES 30 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTER-CLOCKWISE FROM THE NORTHWESTERLY TO SOUTHWESTERLY, A DISTANCE OF 204.46 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE; THENCE WESTARDLY, CONTINUING ALONG THE SOUTHERLY LINE OF THE AFOREMENTIONED TRACT OF LAND CONVEYED BY DOCUMENT NUMBER 432170 AND FORMING AN ANGLE OF 167 DEGREES 09 MINUTES 51 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTER-CLOCKWISE FROM NORTHEASTERLY TO WESTERLY, A DISTANCE OF 216.86 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE; THENCE WEST ALONG THE SOUTHERLY LINE OF AFOREMENTIONED TRACT OF LAND CONVEYED BY DOCUMENT NUMBER 432170, FORMING AN ANGLE OF 170 DEGREES 55 MINUTES 17 SECONDS WITH THE LAST DESCRIBED LINE, AS MEASURED COUNTER-CLOCKWISE FROM EASTERLY TO WEST, A DISTANCE OF 116.04 FEET; THENCE NORTH ALONG A LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF AFOREMENTIONED LOT 16 IN OWNER'S SUBDIVISION, FORMING AN ANGLE OF 89 DEGREES 59 MINUTES 34 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTER-CLOCKWISE FROM EAST TO NORTH, A DISTANCE OF 220.35 FEET TO A POINT ON SAID NORTH LINE OF LOT 16 WHICH IS 1333.46 FEET EAST FROM THE NORTHWEST CORNER OF SAID LOT 16, AS MEASURED ALONG SAID NORTH LINE; THENCE EAST ALONG SAID NORTH LINE, FORMING AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS WITH THE LAST DESCRIBED LINE, AS MEASURED COUNTER-CLOCKWISE FROM SOUTH TO EAST, A DISTANCE OF 67.08 FEET TO A POINT ON SAID NORTH LINE WHICH IS 1158.88 FEET EAST FROM THE SOUTHWEST CORNER OF LOT 14 IN OWNER'S SUBDIVISION; THENCE NORTH, ENTERING LOT 14 ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS WITH SAID NORTH LINE OF LOT 16 (BEING HERE ALSO THE SOUTH LINE OF SAID LOT 14), AS MEASURED COUNTER-CLOCKWISE FROM WEST TO NORTH, A DISTANCE OF 20.00 FEET; THENCE EAST ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED

COUNTER-CLOCKWISE FROM WEST TO SOUTH, A DISTANCE OF 200 FEET; THENCE SOUTH ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTERCLOCKWISE FROM WEST TO SOUTH, A DISTANCE OF 20.00 FEET TO A POINT ON THE AFOREMENTIONED SOUTH LINE OF LOT 14 AND THE NORTH LINE OF LOT 16; THENCE EAST ALONG SAID NORTH LINE OF LOT 16, FORMING AN ANGLE OF 270 DEGREES 00 MINUTES 00 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTER-CLOCKWISE FROM NORTH TO EAST, A DISTANCE OF 209.42 FEET TO THE POINT OF BEGINNING.

EXCEPT A PARCEL OF LAND CONVEYED FROM THE MARGARET'S HART LAKE FOREST RESIDENCE TRUST TO THE CITY OF LAKE FOREST DATED 12/12/01 RECORDED 3/22/02 AS DOCUMENT NUMBER 4887403, LAKE COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF THE AFORESAID LOT 16 IN OWNER'S SUBDIVISION; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 16 (BEING ALSO THE WESTERLY LINE OF GREEN BAY ROAD) A DISTANCE OF 98.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID EASTERLY LINE OF SAID LOT 16 A DISTANCE OF 20.00 FEET TO AN INTERSECTION WITH A SOUTHERLY LINE OF THE TRACT OF LAND CONVEYED BY DOCUMENT NUMBER 432170 AND RECORDED IN THE RECORDER'S OFFICE OF LAKE COUNTY, ILLINOIS ON JANUARY 2, 1937; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE, FORMING AN ANGLE OF 90 DEGREES, 22 MINUTES, 30 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTERCLOCKWISE FROM NORTH-WESTERLY TO SOUTHWESTERLY, A DISTANCE OF 123.26 FEET; THEN NORTHWESTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 8.00 FEET; THENCE NORTHEASTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 50.23 FEET; THENCE NORTHWESTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 12.00 FEET; THEN NORTHEASTERLY, PERPENDICULAR TO THE LAST DESCRIBED LINE, 73.13 FEET, TO SAID POINT OF BEGINNING, BEING THE EASTERLY LINE OF SAID LOT 16.

ALSO EXCEPT A PARCEL OF LAND OVER PART OF LOT 16 IN OWNERS SUBDIVISION, BEING A SUBDIVISION OF THE NORTH HALF OF SECTION 29, TOWNSHIP 44 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF LAKE COUNTY, ILLINOIS, ON APRIL 4, 1904 AS DOCUMENT 94205, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF AFOREMENTIONED LOT 16 IN OWNER'S SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE EASTERLY LINE OF SAID LOT 16, BEING ALSO THE WESTERLY LINE OF GREEN BAY ROAD, A DISTANCE OF 118.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF A TRACT OF LAND CONVEYED BY DOCUMENT NUMBER 432170 AND RECORDED

IN THE RECORDER'S OFFICE OF LAKE COUNTY, ILLINOIS, ON JANUARY 2ND 1937; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE, FORMING AN ANGLE OF 90 DEGREES 22 MINUTES 30 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTER-CLOCKWISE FROM THE NORTHWESTERLY TO SOUTHWESTERLY, A DISTANCE OF 204.46 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE; BEING THE POINT OF BEGINNING OF A STRIP OF LAND BEING 14.00 FEET WIDE LYING NORTH OF AND PARALLEL WITH THE FOLLOWING DESCRIBED LINES: THENCE WESTERLY, CONTINUING ALONG THE SOUTHERLY LINE OF THE AFOREMENTIONED TRACT OF LAND CONVEYED BY DOCUMENT NUMBER 432170 AND FORMING AN ANGLE OF 167 DEGREES 09 MINUTES 51 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTER-CLOCKWISE FROM NORTHEASTERLY TO WESTERLY, A DISTANCE OF 216.86 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE; THENCE WEST ALONG THE SOUTHERLY LINE OF AFOREMENTIONED TRACT OF LAND CONVEYED BY DOCUMENT NUMBER 432170, FORMING AN ANGLE OF 170 DEGREES 55 MINUTES 17 SECONDS WITH THE LAST DESCRIBED LINE, AS MEASURED COUNTER-CLOCKWISE FROM EASTERLY TO WEST, A DISTANCE OF 116.04 FEET; (THE WEST SIDELINE TO MEET AT ANGLE POINTS ALONG A LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF AFOREMENTIONED LOT 16 IN OWNER'S SUBDIVISION, FORMING AN ANGLE OF 89 DEGREES 59 MINUTES 34 SECONDS WITH THE LAST DESCRIBED LINE), IN LAKE COUNTY, ILLINOIS. CONTAINING 92,242 S.F., (2.12 ACRES).

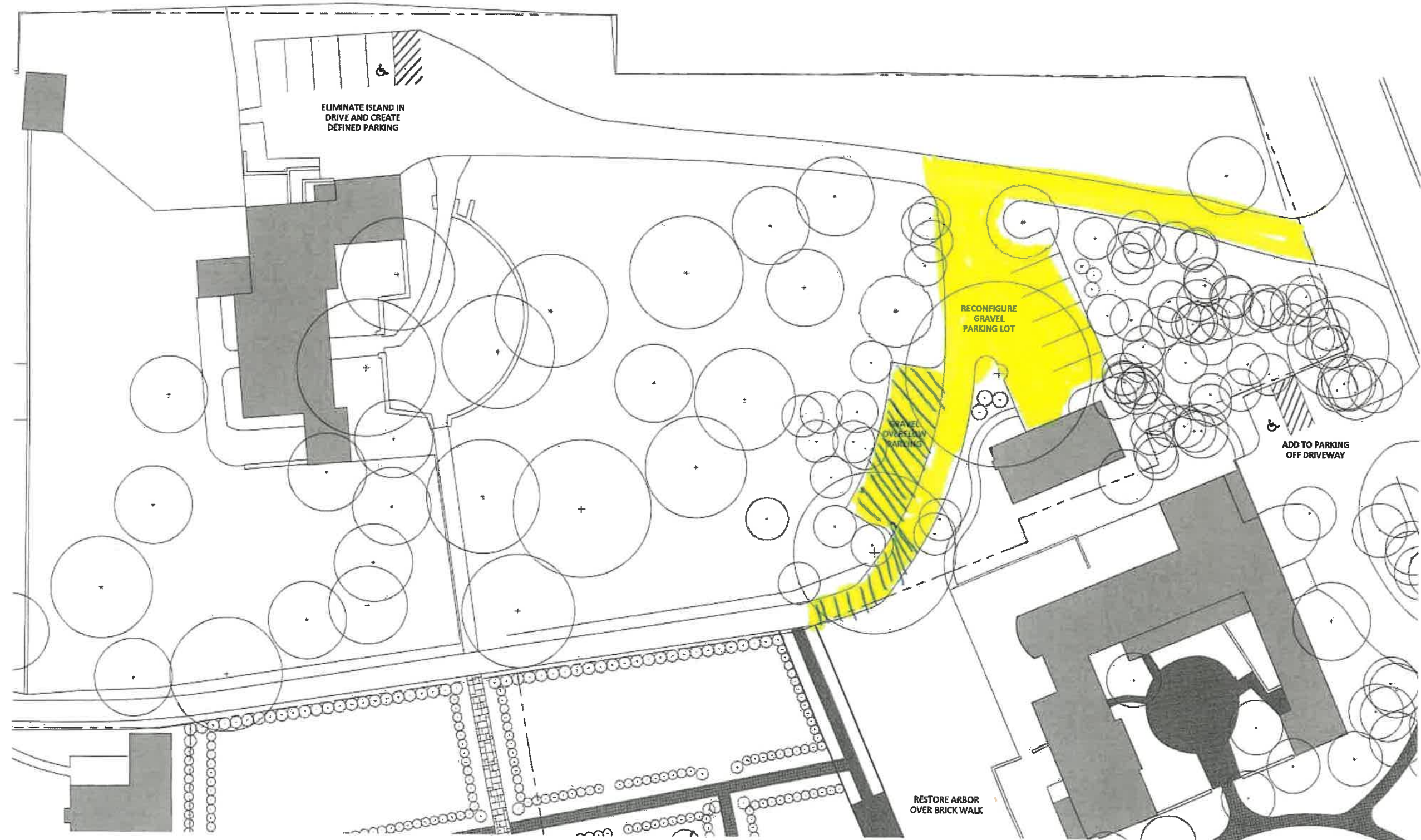
Permanent Real Estate Index Number: 12-29-206-019-0000 (part of)

Address: 1272 N. Green Bay Rd, Lake Forest, Illinois 60045

Exhibit B

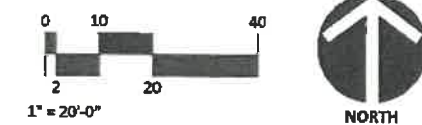
Depiction of Easement Premises

[attached]



RP
ROSBOROUGH
PARTNERS, INC.
342 N. 4th Street, Suite 104
Libertyville, IL 60048
p 847 549 1361
f 847 549 1392
www.rosboroughpartners.com

RAGDALE FOUNDATION - HART PROPERTY
Master Plan
2021



PARKING AREA CONFIGURATION SUBJECT TO APPROVAL THROUGH THE SUP AMENDMENT PROCESS

Exhibit C

Legal Description of Hart Property

(TO BE INSERTED)

4840-8824-6420, v. 1

EXHIBIT G
to Real Estate Purchase and Donation Agreement

Deed of Ragdale Parcel

(attached)

This document was prepared by:

Gregory W. Jones,
Ancel Glink, P.C.
140 S. Dearborn St, 6th Floor
Chicago, Illinois 60603

**After recording, send deed
and tax bills to:**

City of Lake Forest
220 E. Deerpath
Lake Forest, Illinois 60045

(The above space for recorder's use only)

SPECIAL WARRANTY DEED

THE GRANTOR, **Ragdale Foundation**, an Illinois not-for-profit corporation with offices located at 1260 N. Green Bay Road, Lake Forest, Illinois 60045 ("Grantor"), for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid, the receipt and sufficiency of which are hereby acknowledged, by these presents does hereby CONVEY, WARRANT, GRANT, BARGAIN, SELL, DONATE, REMISE, RELEASE, AND ALIEN to the **City of Lake Forest**, an Illinois home rule and charter municipal corporation with offices located at 220 E. Deerpath, Lake Forest, Illinois 60045 ("Grantee"), and to its successors and assigns FOREVER, all the following real property situated in Lake County, Illinois, to wit:

Legal Description:

See Exhibit A

Permanent Real Estate Index Number:

12-29-206-022-0000

Address:

vacant land west of 1260 N. Green Bay Rd, Lake
Forest, Illinois 60045

("Real Estate") together with the hereditaments and appurtenances thereunto belonging, or in any way appertaining, and with the improvements thereon and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, and interest, of Grantor, of, in and to the above described Real Estate, subject to: covenants, conditions, restrictions and easements of record, if any; and general real estate taxes for the year 2021 and subsequent years.

Grantor, for itself and its successors, does covenant, promise, and agree to and with the Grantee, its successors and assigns, that it has not done or suffered to be done, anything whereby the premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited, and Grantor will Warrant and Defend the said premises herein

conveyed to Grantee, its successors and assigns, against all persons lawfully claiming the same by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has caused this Warranty Deed to be executed this ____ day of _____, 2021.

RAGDALE FOUNDATION,
an Illinois not-for-profit corporation

Name:

Title:

STATE OF ILLINOIS)
)ss.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that _____, as _____ of **RAGDALE FOUNDATION**, personally known to me to be the same person whose name is subscribed on the foregoing instrument, appeared before me this day in person and acknowledged that said instrument was signed, sealed, and delivered as her free and voluntary act, and as the free and voluntary act for the uses and purposes therein set forth.

Dated: _____, 2021

Notary Public

My Commission expires: _____, 20____.

Lake County, Illinois Transfer Stamps:

EXEMPT UNDER PROVISIONS OF 35 ILCS
200/31-45, PARAGRAPH (b), REAL ESTATE
TRANSFER ACT

Date: _____

Signature of Buyer, Seller or Representative

Lake Forest, Illinois Transfer Stamps:

EXEMPT UNDER PROVISIONS OF CITY
OF LAKE FOREST CODE OF
ORDINANCES §39.159(A)(3)(a)

Date: _____

Signature of Buyer, Seller or Representative

Exhibit A

Legal Description of Real Estate

LOT 4 IN RAGDALE SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, EXCEPT THE FOLLOWING:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4 AND RUNNING THENCE SOUTH 0 DEGREES 9 MINUTES 18 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 4 (BASIS OF BEARINGS ASSUMED), A DISTANCE OF 120 FEET TO THE INTERSECTION OF SAID WEST LINE OF LOT 4 WITH THE NORTHERLY LINE OF LOT 1 IN CLAY JUDSON SUBDIVISION IN SECTION 29; THENCE NORTH 89 DEGREES 50 MINUTES 42 SECONDS EAST ALONG SAID NORTHERLY LINE OF LOT 1, A DISTANCE OF 77.55 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE; THENCE NORTH 77 DEGREES 37 MINUTES 16 SECONDS EAST ALONG SAID NORTHERLY LINE OF LOT 1, A DISTANCE OF 47.79 FEET TO THE INTERSECTION OF SAID NORTHERLY LINE OF LOT 1 WITH THE EAST LINE OF LOT 4 IN RAGDALE SUBDIVISION IN SECTION 29; THENCE NORTH 0 DEGREES 9 MINUTES 18 SECONDS WEST ALONG SAID EAST LINE OF LOT 4, A DISTANCE OF 111.45 FEET TO THE NORTHERLY LINE THEREOF; THENCE SOUTH 80 DEGREES 46 MINUTES 0 SECONDS WEST ALONG SAID NORTHERLY LINE OF LOT 4, A DISTANCE OF 9.94 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE; THENCE SOUTH 89 DEGREES 50 MINUTES 42 SECONDS WEST ALONG SAID NORTHERLY LINE OF LOT 4, A DISTANCE OF 114.44 FEET TO THE POINT OF THE BEGINNING, HEREIN BEFORE DESCRIBED, IN LAKE COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 12-29-206-022-0000

Address: vacant land west of 1260 N. Green Bay Rd, Lake Forest, Illinois 60045

EXHIBIT H
to Real Estate Purchase and Donation Agreement

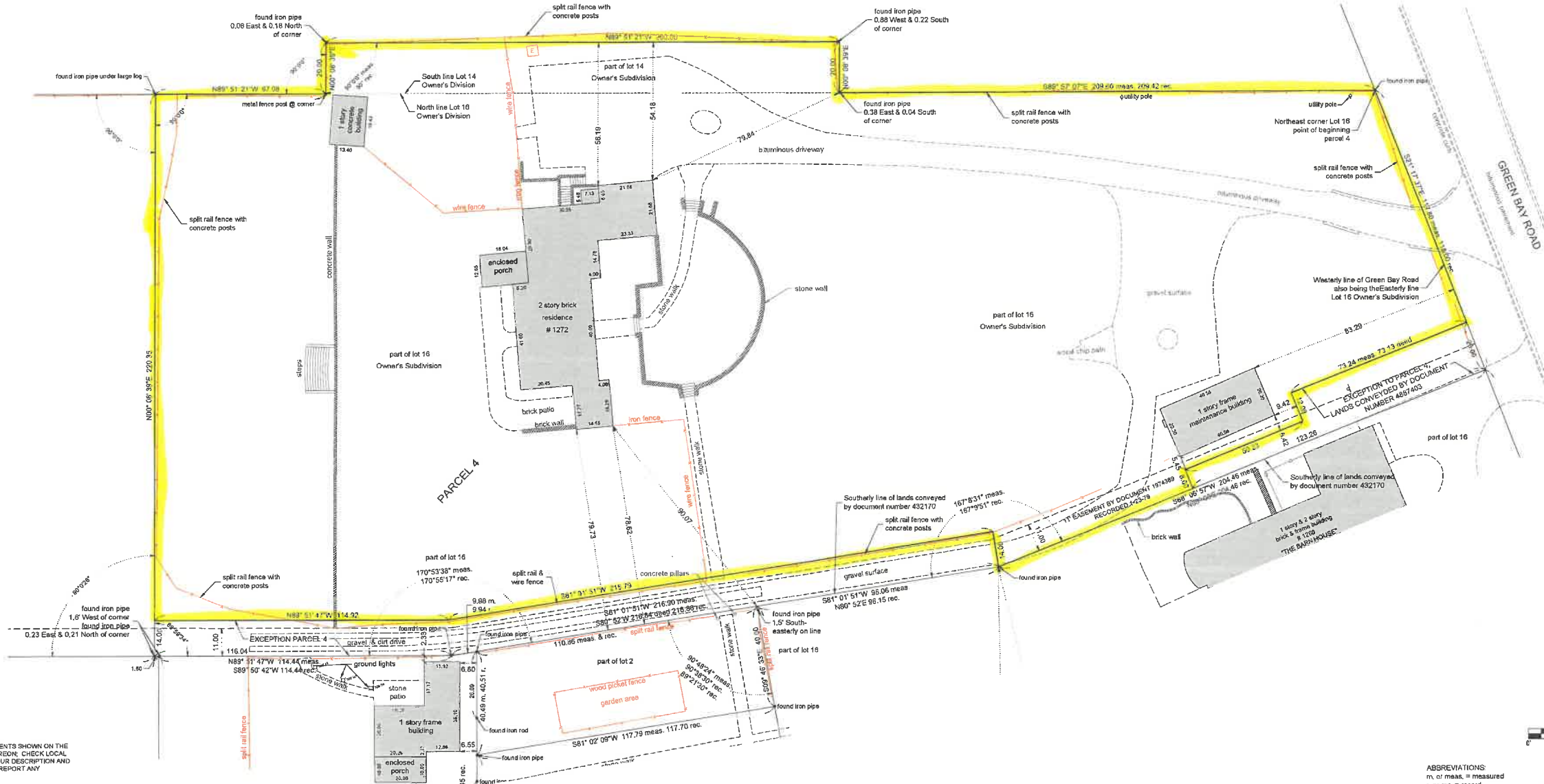
Survey of Donation Parcel

PLAT OF SURVEY

PARCEL 4:
A PARCEL OF LAND COMPRISED OF LOTS 14 AND 16 IN OWNERS SUBDIVISION, BEING A SUBDIVISION OF THE NORTH HALF OF SECTION 28, TOWNSHIP 44 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF LAKE COUNTY, ILLINOIS, ON APRIL 4, 1904 AS DOCUMENT 94205, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF AFOREMENTIONED LOT 16 IN OWNERS SUBDIVISION; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 16, BEING ALSO THE WESTERLY LINE OF GREEN BAY ROAD, A DISTANCE OF 118.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF A TRACT OF LAND CONVEYED BY DOCUMENT NUMBER 432170 AND RECORDED IN THE RECORDER'S OFFICE OF LAKE COUNTY, ILLINOIS, ON JANUARY 2ND 1937, THENCE SOUTHWESTWARDLY ALONG SAID SOUTHERLY LINE, FORMING AN ANGLE OF 90 DEGREES 22 MINUTES 30 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTER-CLOCKWISE FROM THE NORTHWESTERLY TO SOUTHWESTERLY, A DISTANCE OF 204.46 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE, THENCE WESTWARDLY, CONTINUING ALONG THE SOUTHERLY LINE OF THE AFOREMENTIONED TRACT OF LAND CONVEYED BY DOCUMENT NUMBER 432170 AND FORMING AN ANGLE OF 167 DEGREES 59 MINUTES 51 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTER-CLOCKWISE FROM THE NORTHWESTERLY TO SOUTHWESTERLY, A DISTANCE OF 118.54 FEET, THENCE NORTH ALONG A LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF AFOREMENTIONED LOT 16 IN OWNERS SUBDIVISION, FORMING AN ANGLE OF 85 DEGREES 59 MINUTES 34 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTER-CLOCKWISE FROM EAST TO NORTH, A DISTANCE OF 223.35 FEET TO A POINT ON SAID NORTH LINE OF LOT 16 WHICH IS 1333.46 FEET EAST FROM THE NORTHWEST CORNER OF SAID LOT, AS MEASURED ALONG SAID NORTH LINE, THENCE EAST ALONG SAID NORTH LINE, FORMING AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS WITH THE LAST DESCRIBED LINE, AS MEASURED COUNTER-CLOCKWISE FROM SOUTH TO EAST, A DISTANCE OF 87.04 FEET TO A POINT ON SAID NORTH LINE WHICH IS 1158.84 FEET EAST FROM THE SOUTHWEST CORNER OF LOT 14 IN OWNERS SUBDIVISION, THENCE NORTH, ENTERING LOT 14 ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS WITH SAID NORTH LINE OF LOT 16 (BEING HERE ALSO THE SOUTH LINE OF SAID LOT 14) AS MEASURED COUNTER-CLOCKWISE FROM WEST TO NORTH, A DISTANCE OF 20.00 FEET, THENCE EAST ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTER-CLOCKWISE FROM WEST TO SOUTH, A DISTANCE OF 200 FEET, THENCE SOUTH ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTER-CLOCKWISE FROM WEST TO SOUTH, A DISTANCE OF 20.00 FEET TO A POINT ON THE AFOREMENTIONED SOUTH LINE OF LOT 14 AND THE NORTH LINE OF LOT 16, THENCE EAST ALONG SAID NORTH LINE OF LOT 16, FORMING AN ANGLE OF 275 DEGREES 00 MINUTES 00 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTER-CLOCKWISE FROM NORTH TO EAST, A DISTANCE OF 209.42 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

EXCEPT A PARCEL OF LAND CONVEYED FROM THE MARGARET'S HART LAKE FOREST RESIDENCE TRUST TO THE CITY OF LAKE FOREST DATED 12/1/2001 RECORDED 3/22/2021 AS DOCUMENT NUMBER 4887403, LAKE COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS:
COMMENCING AT THE NORTHEAST CORNER OF THE AFORESAID LOT 16 IN OWNERS SUBDIVISION; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 16 (BEING ALSO THE WESTERLY LINE OF GREEN BAY ROAD) A DISTANCE OF 39.30 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTHEASTERLY ALONG SAID EASTERLY LINE OF SAID LOT 16 A DISTANCE OF 30.00 FEET TO AN INTERSECTION WITH A SOUTHERLY LINE OF THE TRACT OF LAND CONVEYED BY DOCUMENT NUMBER 432170 AND RECORDED IN THE RECORDER'S OFFICE OF LAKE COUNTY, ILLINOIS ON JANUARY 2, 1937, THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE, FORMING AN ANGLE OF 90 DEGREES, 22 MINUTES, 30 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTER-CLOCKWISE FROM THE NORTHWESTERLY TO SOUTHWESTERLY, A DISTANCE OF 204.46 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE, BEING THE POINT OF BEGINNING OF A STRIP OF LAND BEING 14.00 FEET WIDE LYING NORTH OF AND PARALLEL WITH THE FOLLOWING DESCRIBED LINES:
THENCE WESTERLY, CONTINUING ALONG THE SOUTHERLY LINE OF THE AFOREMENTIONED TRACT OF LAND CONVEYED BY DOCUMENT NUMBER 432170 AND FORMING AN ANGLE OF 167 DEGREES 59 MINUTES 51 SECONDS WITH THE LAST DESCRIBED LINE AS MEASURED COUNTER-CLOCKWISE FROM THE NORTHWESTERLY TO SOUTHWESTERLY, A DISTANCE OF 204.46 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE, THENCE WEST ALONG THE SOUTHERLY LINE OF AFOREMENTIONED TRACT OF LAND CONVEYED BY DOCUMENT NUMBER 432170, FORMING AN ANGLE OF 170 DEGREES 55 MINUTES 17 SECONDS WITH THE LAST DESCRIBED LINE, AS MEASURED COUNTER-CLOCKWISE FROM EASTERLY TO WEST, A DISTANCE OF 116.04 FEET; (THE WEST SIDELINE TO MEET AT ANGLE POINTS ALONG A LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF AFOREMENTIONED LOT 16 IN OWNERS SUBDIVISION, FORMING AN ANGLE OF 89 DEGREES 59 MINUTES 34 SECONDS WITH THE LAST DESCRIBED LINE), IN LAKE COUNTY, ILLINOIS.

CONTAINING 32,242 S.F., (0.73 ACRES).



PLAT IS VOID IF IMPRESSED
SEAL DOES NOT APPEAR

STATE OF ILLINOIS } S.S.
COUNTY OF LAKE }

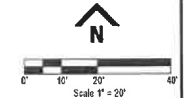
NOTE: ONLY THOSE BUILDING LINES OR EASEMENTS SHOWN ON THE
RECORDED SUBDIVISION PLAT ARE SHOWN HEREON. CHECK LOCAL
ORDINANCES BEFORE BUILDING. COMPARE YOUR DESCRIPTION AND
SITE MARKINGS WITH THIS PLAT AND AT ONCE REPORT ANY
DISCREPANCIES WHICH YOU MAY FIND.

ON BEHALF OF BLECK ENGINEERING COMPANY, INC., I, JACK R.
BLECK DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED IN
THE ABOVE CAPTION WAS SURVEYED AND STAKED BY ME, OR UNDER
MY DIRECTION, AND THE PLAT DRAWN HEREON IS A TRUE AND
CORRECT REPRESENTATION OF SAID SURVEY. MEASUREMENTS ARE
GIVEN IN FEET AND DECIMAL PARTS THEREOF. THIS PROFESSIONAL
SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM
STANDARDS FOR A BOUNDARY SURVEY.

DATED AT LAKE FOREST, ILLINOIS, THIS 22ND DAY OF JUNE A.D., 2021.

BY
REGISTERED ILLINOIS LAND SURVEYOR NO. 3531

ABBREVIATIONS:
m. or meas. = measured
r. or rec. = record
CB = chord bearing
CH = chord length
L = arc length
N = North
S = South
E = East
W = West
S.F. = square feet



Project No. 70-1082
BLECK
engineers | surveyors

Bleck Engineering Company, Inc.
1375 North Western Avenue
Lake Forest, Illinois 60045
T 847.295.5200 F 847.295.7081
www.bleckeng.com

REVISED 7/8/21 LEGAL DESCRIPTION