

### **Agenda Item 3**

#### **1230, 1260, 1272 N. Green Bay Road - Ragdale Amendment to Special Use Permit**

Staff Report  
Vicinity Map  
Air Photos  
2001 Ragdale Campus/Master Plan

Application  
Ragdale Campus – Expanded Boundary  
2021 Master Plan  
Ragdale Campus – Use Areas

*Additional Background Materials*  
Parking Modifications – South Campus (Enlargement)  
Parking Modifications – North Campus (Enlargement)  
Hardscape Plan – *Subject to Design Review*  
Lighting Plan – *Subject to Design Review*  
Depiction of Existing Access Easement

Current Special Use Permit Ordinances  
Approved July 24, 2001  
Approved June 16, 2014  
Note: The 2014 Ordinance amended only  
portions of the 2001 Ordinance

Operating Agreements – For information only  
No ZBA Action or Purview

Correspondence



## STAFF REPORT AND RECOMMENDATION

TO:	Chairman Sieman and members of the Zoning Board of Appeals
DATE:	November 22, 2021
FROM:	Catherine J. Czerniak, Director of Community Development
SUBJECT:	<i>Ragdale – Amendment to a Special Use Permit to Incorporate Additional Property and Approve an Updated Master Plan</i>

### **OWNER**

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

### **PROPERTY LOCATION**

1230, 1260 and 1272  
N. Green Bay Road  
West side of Green Bay,  
North of Laurel Avenue

### **ZONING DISTRICT**

R-4 Single Family Residence  
Green Bay Road Historic District

### **PETITIONER**

Ragdale Foundation  
Representatives: Michael Cleavenger, Executive Director  
Taylor Lininger, Rosborough Partners, Inc.

### **Summary of this Request**

This is a request for an amendment to the Special Use Permit (SUP) which authorizes Ragdale, an artists' retreat, to operate on City owned property addressed as 1230 and 1260 N. Green Bay Road. The purpose of the amendment is to 1) incorporate additional property into the Ragdale Campus (a portion of property to the north addressed as 1272 N. Green Bay Road), and 2) approve updated an Master Plan and a Use Area Plan for the Ragdale Campus as exhibits to the SUP.

No change is proposed to the overall use of the Ragdale Campus and no significant expansion of activity on the campus is proposed. The expansion of the campus will allow existing uses and activities to be spread across the larger site. The proposed updated plans reflect planned improvements to some of the campus facilities including the parking areas, hardscape and lighting.

Future rehabilitation and improvements are planned to the interior of some of the facilities; the Barn House and the Hart residence. Restoration of the Garden on the Ragdale Campus is also planned in the future. The design details of these future improvements have not yet been fully developed and are not under the purview of the Zoning Board of Appeals. Any significant changes proposed to the exterior of the structures on the campus or to the site itself will require review and approval by the Historic Preservation Commission.

### **Background**

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 five and a half acre Hart

property (1274 N. Green Bay Road) 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.

In October of this year, the City Council approved a Purchase and Donation Agreement as a first step in transferring just over two acres of the Hart property into City ownership, to expand and enhance the Ragdale Campus, at no cost to the City. The transfer of land is being made possible by the Hart/Lansing family, through 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, assuming that expansion is authorized through an amendment to the SUP, under the terms of an Operating Agreement which will also be amended to reflect the expanded property. The Zoning Board of Appeals' recommendation on the SUP will be forwarded to the City Council concurrent with an updated Operating Agreement for final action. The Operating Agreement is not under the purview of the Zoning Board of Appeals, only the SUP. If the various approvals are granted by the City Council, the three party transaction will be scheduled shortly thereafter.

The Hart/Lansing Family will retain portions of the Hart property, about three and a half acres for continued use by family members. Portions of the retained property may be transferred to the City at a later date if so desired by the Hart/Lansing family. As part of the near term transaction, the City and the Ragdale Foundation will hold senior and junior rights of first refusal, respectively, to purchase all or some portion of the property retained by the Hart/Lansing family in the future. The Hart/Lansing family will have an access easement over a portion of the parcel that will be transferred to the City to allow family members to access to the portions of the property that will be retained by the family since those areas do not have direct access to a public street. The SUP and the amendments now requested *only* pertain to the City owned property, the Ragdale Campus, not the property that will remain in the ownership of the Hart/Lansing family.

The collaboration of the various parties on this project; the Hart/Lansing family, the Ragdale Foundation and Ragdale 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.

### **Brief History of Ragdale**

In 1897, well known Chicago architect Howard Van Doren Shaw purchased 55 acres of land west of Green Bay Road in Lake Forest where he built a large summer house for his extended family in the Arts and Crafts style. Ragdale, as the house and grounds came to be known, was owned by the Shaw family for decades and used as an informal retreat for artists and writers in the family and by their friends.

The first Special Use Permit authorizing use of the property as an artists' retreat was granted by the City to a member of the Shaw family, Alice Hayes, in the 1970's. In 1986, Ms. Hayes donated the property to the City of Lake Forest with the understanding that it would be leased back to the Ragdale Foundation. This unique public/private partnership has resulted in the preservation of the estate property and preservation and renovation of the home of Howard Van Doren Shaw. Ragdale

is one of the largest artists' communities in the Country and provides outreach to schools and other community groups to educate and enhance the cultural life of the residents of Lake Forest.

### **Special Use Permit History**

The original SUP authorizing Ragdale was approved in 1978 and amended in 1980 and 1986. In 2001, the City Council, based on a recommendation from the Zoning Board of Appeals, approved a re-stated and updated Special Use Permit for Ragdale. The SUP approved in 2001 superseded and replaced the earlier SUPs. In 2014, again based on a recommendation from the Zoning Board of Appeals, the Council approved an amendment to the 2001 SUP. That approval modified some of the conditions of 2001 SUP and primarily authorized the Ragdale Ring. The Ragdale Ring re-established the seasonal, small scale, outdoor performances held by Howard Van Doren Shaw over the course of many years at the Ragdale Farm. Both the 2001 and 2014 SUP Ordinances as approved by the City Council are included in the Board's packet for background. The conditions of the SUP as they stand today are detailed below in this staff report. Proposed updates and clarifications as now proposed are highlighted.

As noted above, there is an Operating Agreement between the City and the Ragdale Foundation which establishes the terms under which the Ragdale Foundation is authorized to use the City property for the Ragdale Campus on an ongoing basis. As noted above, the Operating Agreement is not under the purview of the Board and does not require any Board action. The Operating Agreement is under the jurisdiction of the City Council. The current Operating Agreements and the draft with proposed amendments are included in the Board's packet *for information and background only*.

### **Description of the Property and Surrounding Area**

The Ragdale property is located on the west side of Green Bay Road, in the Green Bay Road Local Historic District. The Ragdale property as it exists today, includes several parcels and various structures. The residence at 1230 N. Green Bay Road was the Shaw family summer home. The original Ragdale Barn is located to the north of the Shaw residence. A parking lot which provides on-site parking is located at the southeast corner of the site, adjacent to Green Bay Road. The Garden Parcel is located at the northwest corner of the site. The property to the north, currently in the private ownership of the Hart/Lansing family, is the subject of the proposed Campus boundary change.

The surrounding parcels to the north and south are in private ownership and are developed with single family homes and some outbuildings. These residential lots for the most part are an acre and a half in size or larger. The majority of land to the west of the Ragdale Campus is held by Lake Forest Open Lands with the exception of a small portion of the land, the "log cabin" parcel, which will remain in the ownership of the Hart/Lansing family.

Properties across Green Bay Road, to the east of the Ragdale Campus, are developed with single family homes including some historic homes as well as "newer" subdivisions which have occurred in the past 25 years or so. The surrounding properties are zoned R-4 for single family use and for open land.

### **Proposed Amendments**

1. **Incorporation of just over two acres of the Hart/Lansing property, 1272 N. Green Bay Road, into the Ragdale Campus after the property is in the ownership of the City.**



The two acre parcel is immediately adjacent to the Ragdale Campus to the north. The parcel is developed with a single family home (the former Hart Residence) on the west portion of the property, the McCutcheon Studio on the east portion of the property to the north of the Ragdale Barn House, and a small out building located in the northwest corner of the property. All of the buildings will be preserved, rehabilitated as needed, and used to support the artists at Ragdale. The original Ragdale Ring is located in front of, east of, the Hart residence. A terrace area is located on the west side of the residence. Both of these outdoor areas are intended to be used for small scale outdoor performances periodically.

- 2. Incorporation of an updated and more detailed Master Plan and a Use Area Plan as exhibits to the Special Use Permit. Key changes to the existing conditions on the site are highlighted below:**
  - a. Use of the Hart residence for artists in residence.**
  - b. Use of two small outdoor event/performance areas located to the east and to the west of the Hart residence.**
  - c. Expansion and reconfiguration of four existing parking areas across the site. No additional ingress or egress points to the parking areas is proposed.**
  - d. Use of the McCutcheon Studio as an artist's space.**
  - e. Use of the outbuilding in the northwest corner of the site as a solitary, passive space for individual artists.**
  - f. Overall updating of the Master Plan to reflect existing conditions on the site.**

The number of artists residing at Ragdale at any one time is not proposed to increase. The Hart residence will offer improved accommodations for the artists and additional space beyond what exists today. The addition of the Hart property will also facilitate Ragdale's recent efforts and commitment to assuring that the Campus is accommodating to those with physical challenges.

The enhancements proposed to parking areas across the site are intended to better accommodate parking for Ragdale employees and artists in residence than the current somewhat haphazard conditions. Importantly, for the limited events held at Ragdale for fundraising purposes and to offer experiences and performances to community members, off site parking with shuttle service to the site will continue to be required. The planned parking area improvements include the addition of landscape screening again, to improve upon existing conditions.

### **Public Notice**

Public notice of this petition was provided to surrounding properties by mail. Notice of this petition was published in a newspaper of local circulation and the agenda for the meeting was posted on the City's website and at various public locations. Ragdale staff also made direct contact with the closest neighbors. As of the date of this writing, City staff has not received any communications regarding this petition.

### **Staff Recommendation**

Recommend approval of the requested amendments to the Ragdale Special Use Permit to the City Council to:

- 1) Amend the boundaries of the Ragdale Campus to incorporate additional property to the north, portions of the Hart property, as depicted on the Boundary Map included in the Board's packet.

AND

- 2) Approve an updated Master Plan and a Use Area Plan for the Ragdale Campus reflecting facilities and use areas on the Campus.

The recommendation is based on a review of the past approvals for this property, physical inspection of the property, and the proven track record of the Ragdale Foundation of being a good steward of the significant historic structures, the Garden and the overall property and operating the well-respected artists' retreat in a manner that is compatible with the surrounding residences and preserved open space.

Staff offers the following findings in support of approval for the Board's consideration.

1. The establishment, maintenance or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.

*This criteria is met.* Ragdale is an established use at this site and has previously been found to meet the Special Use Permit criteria on several occasions. The present request is for approval to incorporate slightly over two acres of property to the north into the Ragdale Campus. This property was originally part of the Ragdale Farm. No change in the type of activities that presently occur at Ragdale is proposed. No increase in the number of artists in-residence at Ragdale is proposed. Additional outdoor, small scale event space is proposed on the expanded campus away from neighboring residences and in areas that are screened by existing and planned vegetation. Some expanded and reconfigured parking areas are proposed on the enlarged campus. Off site parking and shuttle service to the site will continue to be required for a limited number of events held on the Campus that are open to the public and ticketed. No rental of any portion of the Ragdale property for use by private parties is proposed or permitted.

2. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted and will not substantially diminish and impair property values within the neighborhood.

*This criteria is met.* The uses on the Ragdale Campus are low intensity, quiet, generally limited to daylight and twilight hours and are well supervised by Ragdale staff. Ongoing operations at Ragdale operated consistent with the conditions of approval past and proposed, will not negatively impact the use and enjoyment of surrounding residential properties or the adjacent preserved open lands.

3. The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

*This criteria is met.* The surrounding residential properties are developed. There is the potential for redevelopment of some of the surrounding privately owned properties over time. The continued operation of Ragdale at this location and on the expanded site, will not impede the normal and orderly development and improvement of the surrounding properties if such activity is proposed in the future. As noted previously, the property to the west is preserved open space in the ownership of Lake Forest Open Lands (LFOLA). By virtue of an access easement on the plat of subdivision, LFOLA has the right to access the preserved open space

through the City owned Ragdale Campus. The access through the campus is not ideal, but is workable and available when needed by Open Lands. The City and LFOLA are in continuing discussions around improved access opportunities for the purpose of maintaining the preserved open land.

4. The exterior architectural appearance and functional of any proposed structure will not be incompatible with either the exterior architectural appearance or functional plan of structures already constructed or in the course of construction in the immediate neighborhood or incompatible with the character of the applicable district so as to cause a substantial depreciation in the property values within the neighborhood.

*This criteria is met.* No approval of any changes to the exterior of the historic structures on the existing and expanding campus is requested in conjunction with the amendment to the SUP. Interior upgrades are proposed in the Hart residence and the Barn House. Any significant changes to the exterior appearance of the structures or the overall site will require review and approval by the Historic Preservation Commission. The Ragdale Foundation has proven to be a diligent and careful steward of this historically significant site and structures.

5. Adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided.

*This criteria is met.* Utilities are already in place and serving all of the structures on the Ragdale Campus. No expansion of building footprints is proposed. Grading and drainage plans for the proposed expansion and reconfiguration of the parking areas will be subject to review and approval by the City Engineer. The large site and extensive open space around the parking areas will mitigate any off site impacts.

6. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

*This criteria is met.* No new curb cuts are proposed. Traffic generation from the site is low. Artists in residence drive to the site but largely remain on the site once they arrive for their stay. Employee parking and limited visitor parking is available in the parking lot in the southeast corner of the site, near Green Bay Road. For the limited large events held on the Ragdale Campus, off site parking and shuttle service to the site is required and has worked well in the past. Off site parking has successfully in the past been accommodated in the City owned lots to the north of City Hall for after hour events.

7. The special use shall conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the City Council.

*This criteria is met.* Except as authorized by the Special Use Permit, the property will be used in a manner consistent with all applicable City regulations.

Staff recommends amendments to the conditions of the existing Special Use Permit as reflected below. **Proposed deletions are shown in ~~strikeout~~ text, proposed additions are reflected in colored text. Unmodified text remains the same as currently stated in the previously approved ordinances.** The conditions below are from Section 4 of the approving Ordinance 01-37

as amended by Ordinance 2014 – 24. Please note that if the Board recommends approval of the amendments to the Special Use Permit to the City Council, a new Ordinance will be prepared incorporating the updated conditions as recommended by the Board and will be presented to the City Council for consideration and action. The Ordinance will be subject to review by both the City Attorney and the Ragdale Foundation Executive Director and attorney.

The amended Special Use Permit, if approved by the City Council, will take effect upon completion of the transfer of the portion of the Hart property as reflected on the Boundary map included in the Board's packet.

- A. Compliance with the Restated and Amended Agreement. The use, operation, and management of the Ragdale Properties shall be subject to the Restated and Amended Agreement dated July 24, 2001.
- B. Compliance with the Operating Agreement. The use, operation, and maintenance of the Ragdale Properties shall be subject to the Operating Agreement between the City and the Foundation, dated ~~July 24, 2001~~ (insert date of Council approval of updated Operating Agreement)
- C. Compliance with Laws. The use, operation, and maintenance of the Ragdale Properties shall comply with all applicable federal, state and local laws, ordinances, and regulations.
- D. Number of Residents. ~~Except as provided in Section 4.E.5 of this Ordinance with respect to the Option Parcel, no~~ No more than 21 persons shall reside on the Ragdale Properties at any one time.  
*(Note, the Option Parcel, the Log Cabin, is not being transferred to City ownership. The Log Cabin parcel will remain in the ownership of the Hart/Lansing family. If the parcel is conveyed to the City in the future, the Special Use Permit should be amended to incorporate that parcel into the Ragdale Campus if determined to be appropriate.)*
- E. Permitted Uses on the Ragdale Properties.
  - 1. Foundation's Use. During the term of this Ordinance and the Restated and Amended Agreement, the Foundation may use and occupy the Ragdale Properties for an artists' retreat in the same manner and for the same purposes as such Properties have been and continue to be used and occupied as of the date of this Ordinance, and in accordance with the Foundation's Articles of Incorporation and By Laws as in effect from time to time and subject to the terms and conditions of this Ordinance and the Restated and Amended Agreement.
    - (a) In connection with the artist's retreat functions of the Foundation, the Property may also be used for lectures, tours, workshops, and other community programs, as well as for the Foundation's office functions. Without limiting the generality of the foregoing, it is contemplated that the Foundation may use (i) the Ragdale Barn, ~~and~~ the second floor of the Ragdale House, the Meadow Studio, the Shearer and Composer Studios, the Hart Residence (1272 N. Green Bay Road), and the McCutcheon Studio for residential occupancy by artists, and (ii) the apartment adjoining the Ragdale House for (A) residential occupancy by artists, (B) for residential occupancy by employees of the Foundation (and their families) whose

services are required in the normal course of operating the Ragdale Properties as an artists' retreat, or (C) other uses authorized by this Ordinance.

- (b) In addition, the Foundation may use the ~~downstairs~~ **first floor** areas in the Ragdale House, the Barn House, the Hart House, and the outdoor event areas as depicted on the Use Areas, attached as Exhibit \_\_\_ to the Special Use Permit for special events, concerts, readings, seminars, exhibits, educational tours, and fundraising events, or permit its use by other Lake Forest civic or eleemosynary organizations for meetings or other social gatherings, provided that such additional uses comply with the other terms of this Ordinance and do not interfere or conflict with the City's use of such areas.
  - (c) The **basement** spaces in the Ragdale and Hart residences and the Shearer Studio may be used for storage and other uses customarily occurring in basements of single family residences. ~~presently used for storage and maintenance operations in the areas on the Ragdale Properties identified in Exhibit 7 attached hereto and made a part hereof may continue, but no expansion of such uses shall be permitted.~~
2. City's Use. During the term of this Ordinance and the Restated **and** Amended Agreement, the City may occupy and use the Ragdale Properties for such uses and purposes as the City may determine to be in the public interest and as are compatible with the concurrent use of the Ragdale Properties by the Foundation and in accordance with the terms of this Ordinance and the Restated and amended Agreement. Without limiting the generality of the foregoing, it is contemplated that the City may permit appropriate space in the Ragdale House of other areas on the Ragdale Properties to be used by Boards and Commissions of the City and by not for profit organizations (i) for meetings; (ii) for memorials to distinguished citizens or former citizens of the City; and (iii) for other educations, recreational, and cultural purposes as are in keeping with the character of the Ragdale Properties and the Foundation's use of the Ragdale Properties. In addition, the City may make occasional use of the Ragdale House, the meeting rooms and patio areas of the Ragdale Barn, and other locations on the Ragdale Properties for special events, seminars, exhibits, and meetings of or sponsored by community groups that do not interfere or conflict with the Foundation's use of such areas.
3. Coordination of Uses. Scheduling of the use of the Ragdale House and Barn between the Foundation and the City, or organizations using the Ragdale House or the Ragdale Properties under permit or license from the City, shall be the responsibility of the Director of the Ragdale Foundation, in cooperation with a representative of the City. The parties shall schedule such uses so as to minimize conflicts and interference with the activities of the respective bodies and organizations using the Ragdale Properties and so as to permit the most advantageous and beneficial uses to be made of the Ragdale Properties. Any disputes or questions arising as to scheduling or as to the appropriateness of any proposed use of the Ragdale Properties shall be resolved by the ~~Ragdale Supervisors as provided in Section 11 of the Restated and Amended Agreement.~~ **City Manager or the Manager's designee in consultation with the Executive Director of Ragdale.**
4. Impact on Surrounding Properties. The use and operation of the Ragdale Properties shall not adversely impact the use and enjoyment of surrounding properties zoned in the Single Family Residential District. In particular, the use of the Ragdale Properties shall

be consistent with the surrounding residential uses in terms of lighting, glare, noises, and emissions of any kind. Outdoor performances or public/ticketed events shall end no later than 9:30 p.m. including clean-up activities. Upon notice from the City, the Foundation shall limit, modify or cease such activities or uses on the Ragdale Properties that fail to conform to the foregoing standards.

~~5. Log Cabin. The log cabin presently existing on the Option Parcel shall not be altered, enlarged, or removed without the prior approval of the City, and such cabin shall not be conveyed or used except as part of the Ragdale Properties or as part of the Adjacent Property. Any residential use of the log cabin shall be limited to (a) Mrs. Alice Ryerson Hayes, (b) her daughter Susan Moon, (c) the owners of the Adjacent Property and their immediate family, (d) non-paying guests of the owners of the Adjacent Property and their immediate family, (e) a resident artist of the Foundation. The log cabin shall not be used as a rental dwelling.~~

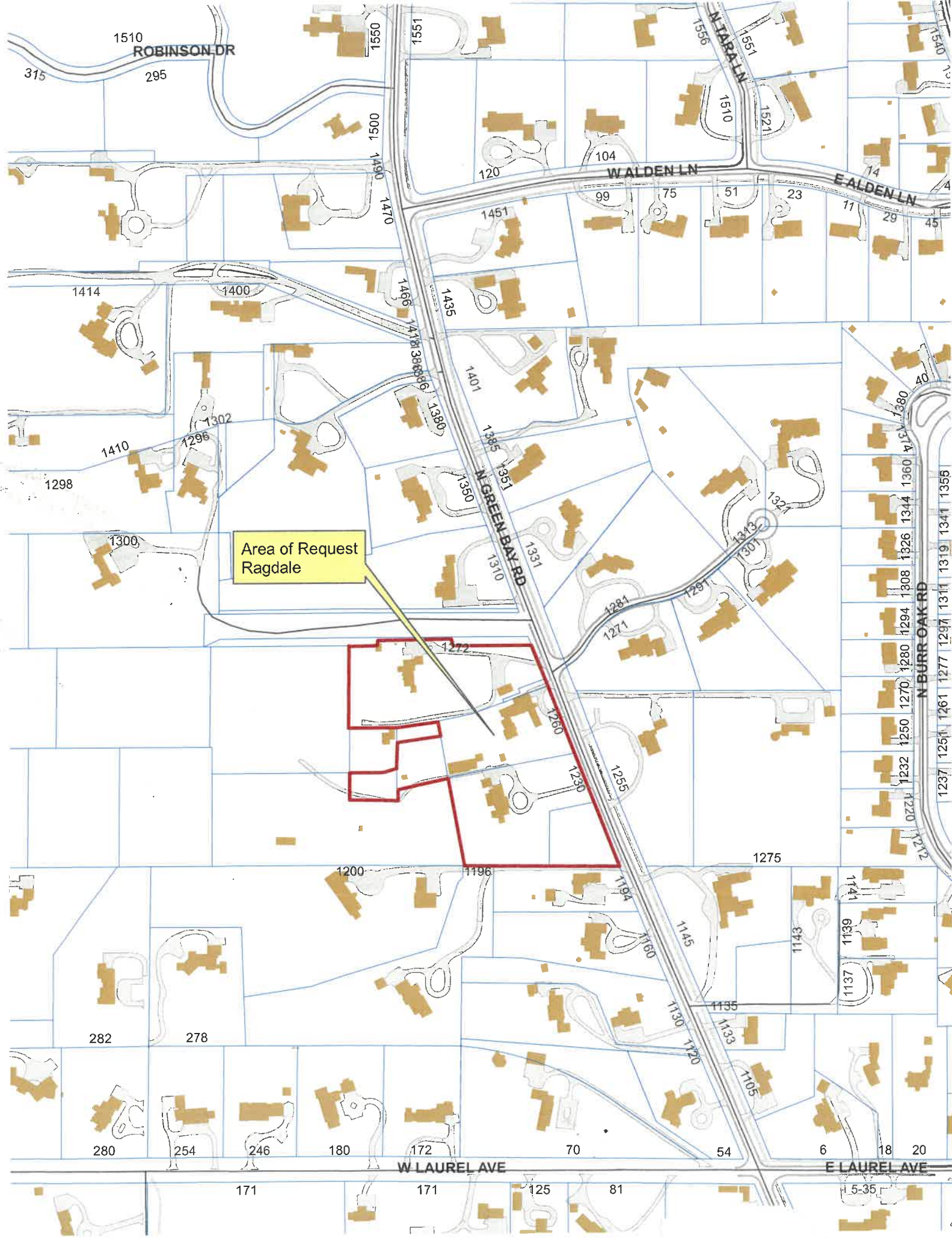
F. Limitation of Uses on the Parking Parcels and the Garden Parcel.

1. Parking Parcels. The Parking Parcels shall be used by the Foundation exclusively as a parking lot in connection with the operation of the Ragdale Properties. During the term of this Ordinance and the Restated and Amended Agreement, the Foundation shall keep and maintain the ~~asphalt parking lot on the~~ Parking Parcels in good and serviceable condition and free of snow, ice, and debris, and shall make all such repairs as may be necessary to maintain the surface of the ~~paved~~ areas so as to accommodate parking for the Ragdale Properties. In addition, ~~within one year after the effective date of this Ordinance,~~ the Foundation shall ~~install~~ maintain ~~additional~~ landscaping along the perimeter of ~~on the~~ Parking Parcels to achieve year round screening of the Parking Parcels from Green Bay Road and from neighboring privately owned residential properties.
2. Garden Parcel. That portion of the City Parcel that is legally described in Exhibit 8 attached hereto and made a part hereof (the “Garden Parcel”) shall be used by the Foundation exclusively as a garden in connection with the operation of the Ragdale Properties and in conformance with the covenant contained in the Plat of the Ragdale Subdivision, recorded with the Recorder of Deeds of Lake County on February 26, 1986 as Document No. 2422824. During the term of this Ordinance and the Restated and Amended Agreement, the Foundation shall keep and maintain the garden on the Garden Parcel in substantially the same manner as the garden has been kept and maintained during the five year period prior to the date of this Ordinance or, upon approval by the City of Lake Forest Historic Preservation Commission, restoration of the Garden Parcel in keeping with the original Shaw Garden may be permitted by the City.

G. Alterations or Additions. ~~No~~ All substantial alterations on or additions to structures on the Ragdale Properties shall be subject to prior review and approval by the City of Lake Forest Historic Preservation Commission. ~~permitted to any existing building or structure on the Ragdale Properties or on any adjacent property that is acquired in the future and incorporated into the Restated and Amended Agreement as additional property.~~ In addition, no substantial change in or diminution of the grounds of the Ragdale Properties shall be permitted without the review and approval of the ~~Ragdale Supervisors and the City Council~~ of the City of Lake Forest.

- H. Parking. Off street shall be provided on the Ragdale Properties, in accordance with the resident and visitor parking areas identified on the Ragdale Campus – Use Area Plan attached hereto as Exhibit \_\_, for all residents of the Ragdale Properties, as well as participants of special projects, seminars, readings, or other programs with limited attendance, conducted on the Ragdale Properties. ~~Parking for events that are open to the public and ticketed events require off site parking and shuttle service to the Ragdale Campus. Use of City parking lots in the Central Business District is permitted subject to prior approval unless otherwise approved in writing by the City Manager or the Manager's designee.~~
- I. Access Easement - Lake Forest Open Lands Association. A depiction of the access easement as reflected on the plat of subdivision shall be incorporated as an exhibit to the Special Use Permit unless and until said easement is vacated.





Area of Request  
Ragdale

1510  
ROBINSON DR

WALDEN LN

E ALDEN LN

N GREEN BAY RD

N BURR OAK RD

W LAUREL AVE

E LAUREL AVE



Area of Request  
Ragdale





BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 29,  
TOWNSHIP 44 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY,  
ILLINOIS.

Approved February 15, 1962. Document 2415924

RECEIVED FEBRUARY 16, 1962 DOCUMENT 4413024

North 1/4 of Lot 20 of Owners Subdivision -

155

WILLIAM, N. THIS. SUBMISSION)

**RAGDALE BARN**

## GARDEN

**jud.s.o.n**

1. 1990

**RAGDALE RESIDENCE**

**PARKING AREA**

(NOT INCLUDED IN THIS SUBMISSION)

HART JR. SUBDIVISION

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PLAT SHOWING VARIOUS PARCELS OF LAND IN SECTION 28, TOWNSHIP  
44 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL, IN LAKE COUNTY,  
ILLINOIS.

**1071**

CHICAGO CIGARETTES  
BY  
501 S. LAUREL ST. CHICAGO, ILL.  
TELEPHONE 612-1641 FAX  
DATE MARCH 20, 1967  
BY Anthony J. [Signature]



7241010

CONFIDENTIAL



**The City Of Lake Forest**  
**ZONING BOARD OF APPEALS**

Application for Amendment to Existing Special Use Permit

Property Address 1230, 1260, 1272 Zoning District R-4  
N. GREENBAY ROAD

Existing Use RAGDALE

Proposed Use/Change to Facility ADDITION OF PROPERTY, UPDATE  
OF MASTER PLAN TO SHOW USE AREAS AND PARKING  
MODIFICATIONS — NO CHANGE IN OVERALL USE

Property Owner(s)

Name CITY OF LAKE FOREST

Address 220 E. DEERPATH

Applicant (if different from owner)

Name RAGDALE FOUNDATION

Address RAGDALE CAMPUIS

Email \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

Relationship to Property \_\_\_\_\_

**BENEFICIAL INTERESTS**

Corporation \_\_\_\_\_ (see exhibit A)  
Partnership \_\_\_\_\_ (see exhibit B)  
Trust, land or other \_\_\_\_\_ (see exhibit C)

I have read the complete application packet and understand the Special Use Permit process and criteria.  
I understand that this matter will be scheduled for a public hearing when a determination has been made  
that my application is complete.

**SIGNATURES**

X [Signature]  
Owner

11/19/21  
Date

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date



BOUNDARY STUDY

- EXISTING RAGDALE CAMPUS
- "HART PROPERTY" ADDITION



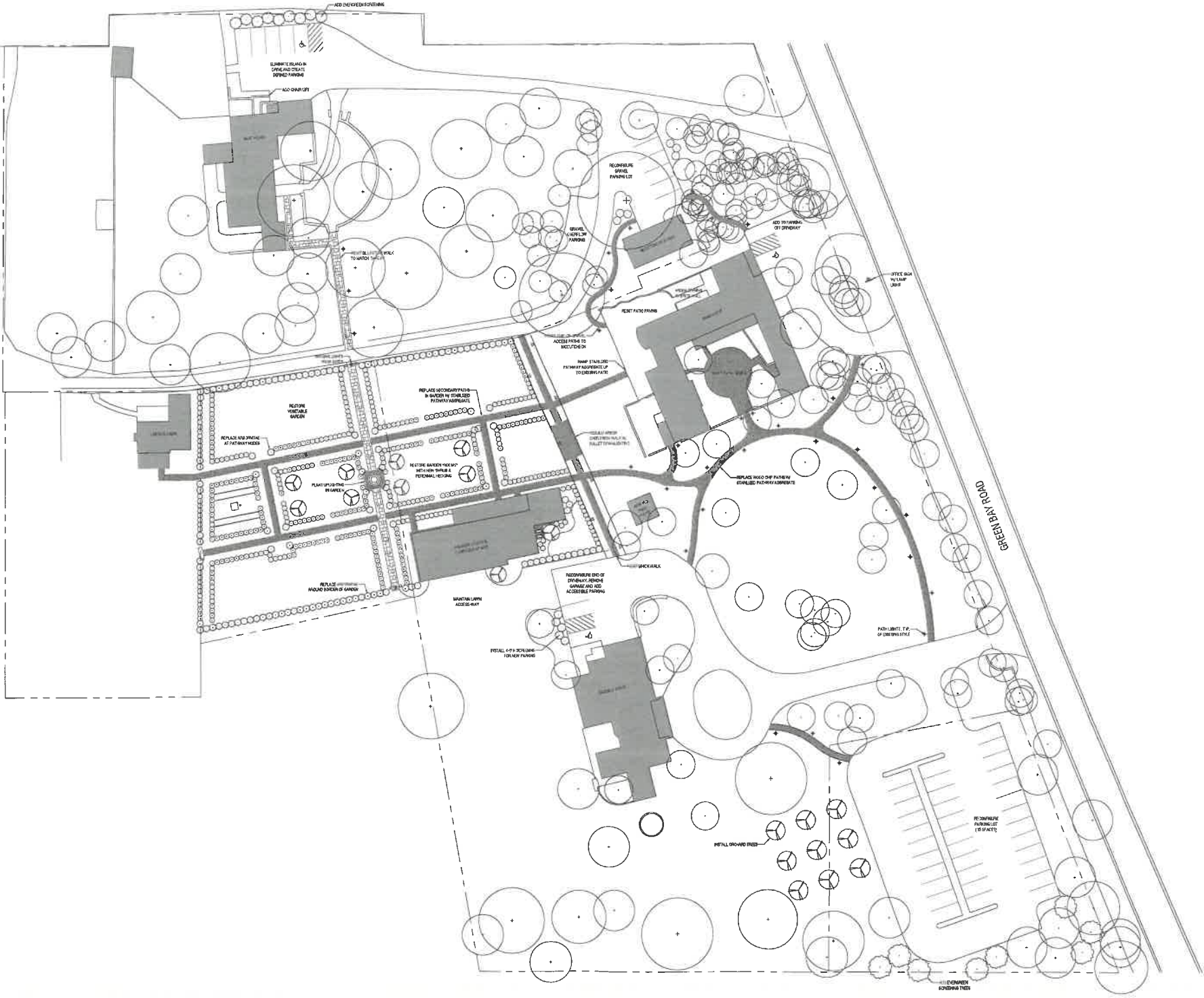
**RP**  
**ROSBOROUGH**  
**PARTNERS, INC.**  
342 N. 4th Street, Suite 104  
Libertyville, IL 60048  
p 847 549 1361  
f 847 549 1392  
www.rosboroughpartners.com



**NORTH**  
SCALE: 1" = 64'-0"

ISSUED FOR:		
BOUNDARY STUDY		
DESIGNED BY:		PR, TL
DRAWN BY:		TL
PROJECT:		
Ragdale Foundation Campus		
1260 N. Green Bay Rd. Lake Forest, IL 60045		
REVISIONS:		
1	11-10-21	DETAIL
NO	DATE	ISSUE



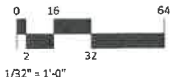


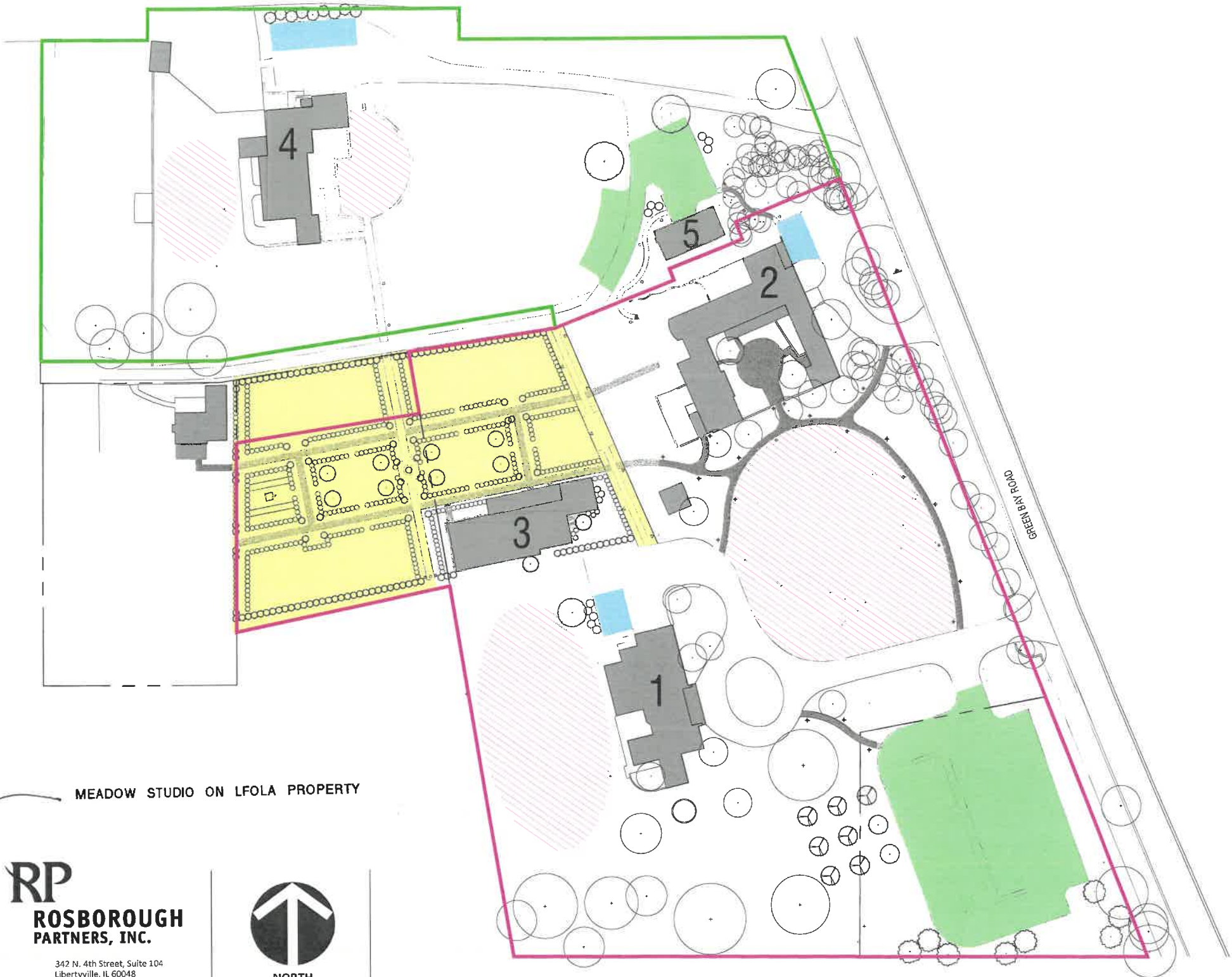
**RP**  
**ROSBOROUGH**  
**PARTNERS, INC.**

342 N. 4th Street, Suite 104  
Libertyville, IL 60048  
p 847 549 1361  
f 847 549 1392  
[www.rosboroughpartners.com](http://www.rosboroughpartners.com)

# RAGDALE FOUNDATION CAMPUS

Master Plan  
2021





SPECIAL USE DESIGNATIONS

- EVENT SPACE
- VISITOR PARKING
- RESIDENT/ACCESSIBLE PARKING
- HISTORIC RESTORATION

BOUNDARIES

- "HART PROPERTY" ADDITION
- EXISTING RAGDALE CAMPUS

BUILDINGS

- 1 RAGDALE HOUSE
- 2 BARN HOUSE
- 3 SHEARER STUDIO & COMPOSER STUDIO
- 4 HART HOUSE
- 5 MCCUTCHEON STUDIO

MEADOW STUDIO ON LFOLA PROPERTY

**RP**  
**ROSBOROUGH**  
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f 847 549 1392  
www.rosboroughpartners.com



NORTH  
SCALE: 1" = 64'-0"

ISSUED FOR:

SPECIAL USE

DESIGNED BY: PR, TL  
DRAWN BY: TL

PROJECT:

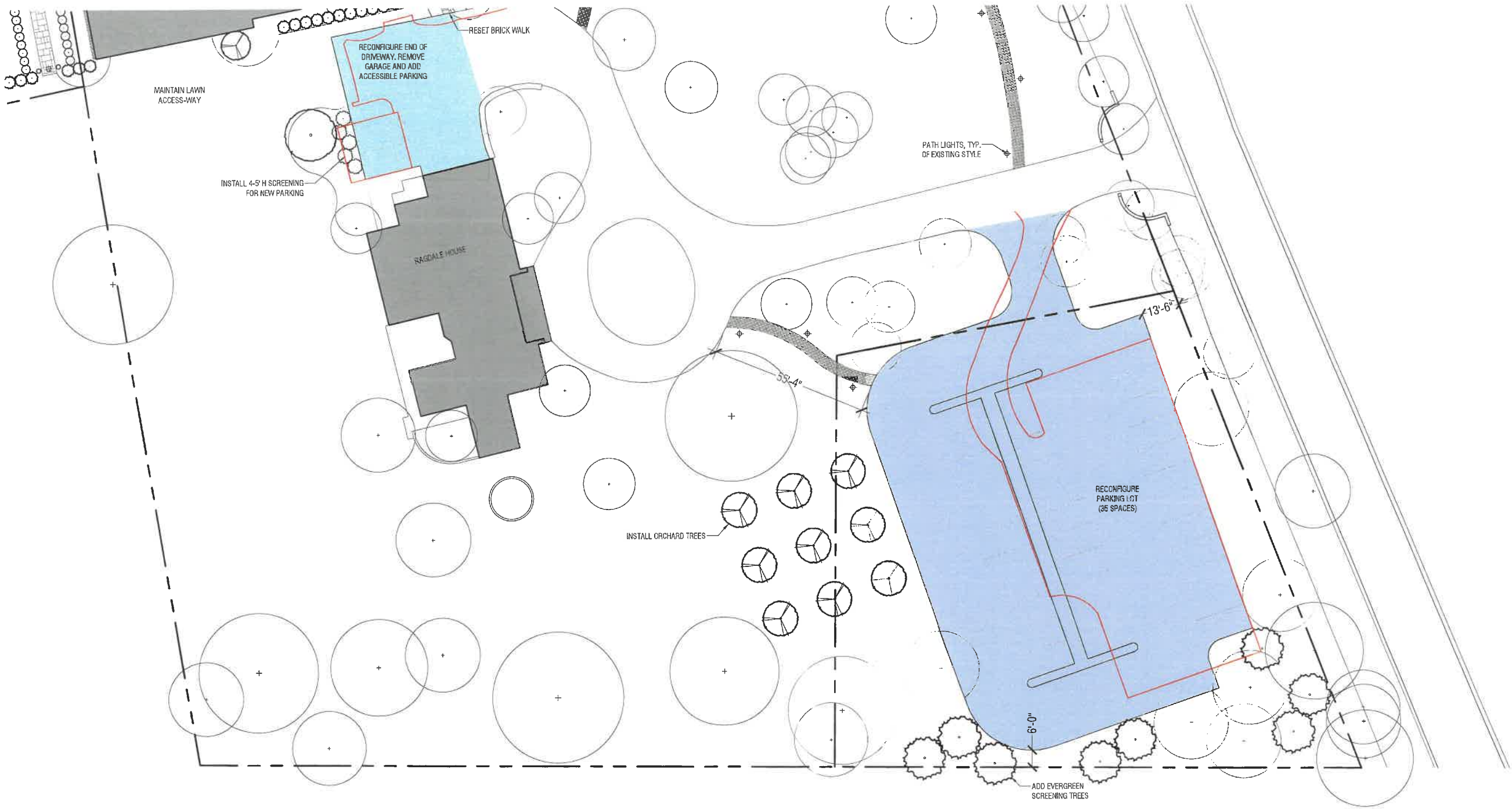
Ragdale Foundation  
Campus  
1260 N. Green Bay Rd.  
Lake Forest, IL 60045

REVISIONS:

NO	DATE	ISSUE
1	10-28-21	DETAIL

**Detailed Plans – Subject to Design Review**





**RP**  
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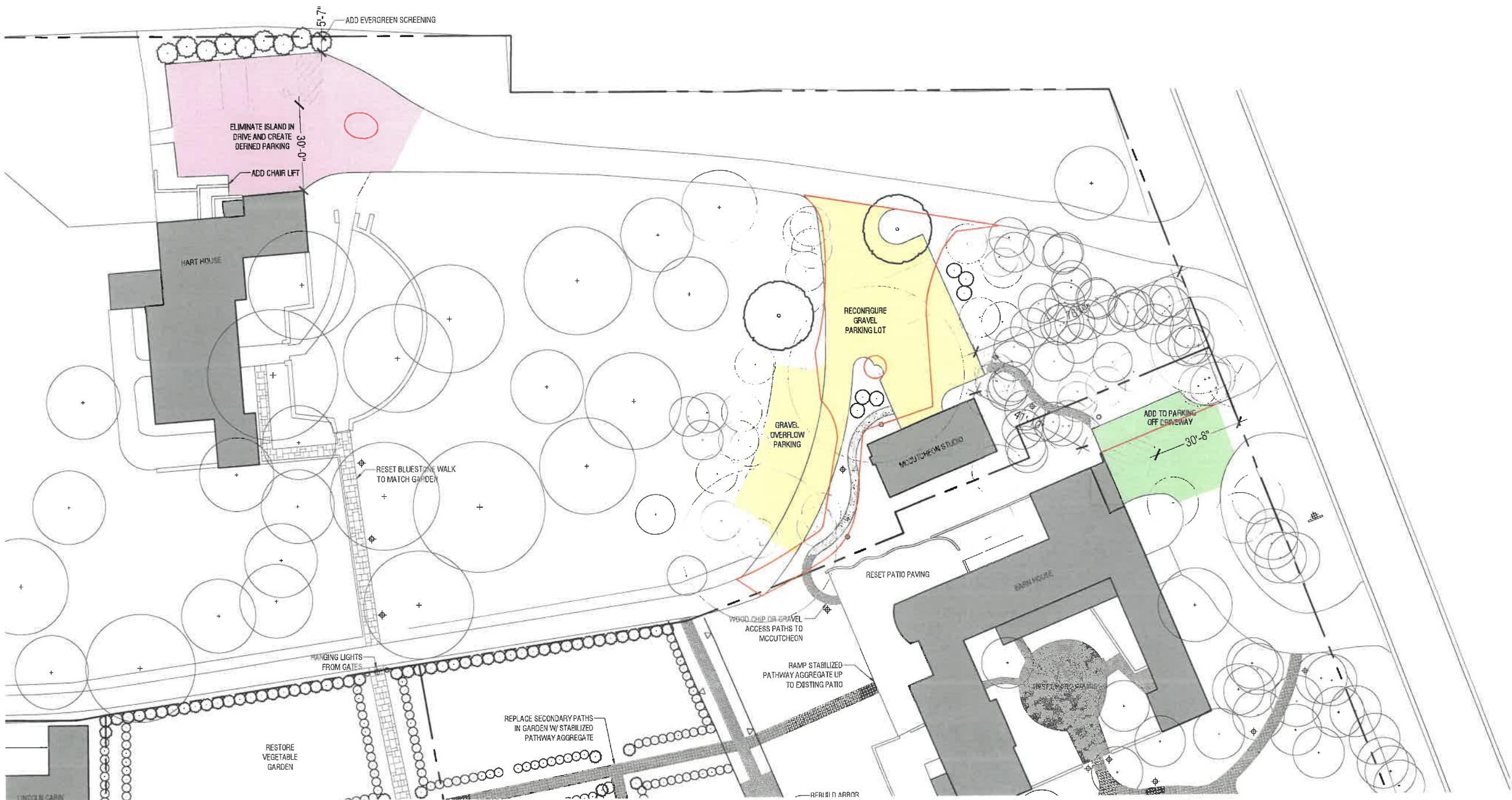


SCALE: 1/32" = 1'-0"

Note: Items in RED represent existing conditions to be removed or changed.

ISSUED FOR:		DESIGNED BY: PR, TL	
PARKING KEY MAP		DRAWN BY: TL	
B			
PROJECT:		REVISIONS:	
Ragdale Foundation			
Campus			
1260 N. Green Bay Rd.		1	10-28-21
Lake Forest, IL 60045		NO	DATE
			ISSUE





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SCALE: 1/32" = 1'-0"

Note: Items in RED represent existing conditions to be removed or changed.

ISSUED FOR:		DESIGNED BY: PR, TL	
PARKING KEY MAP		DRAWN BY: TL	
PROJECT:		REVISIONS:	
Ragdale Foundation			
Campus			
1260 N. Green Bay Rd.		1	10-28-21
Lake Forest, IL 60045		NO	DATE
			ISSUE





HARDSCAPE DETAILS

-  LARGE FORMAT BLUESTONE  

-  STABILIZED AGGREGATE  

-  BRICK PAVERS  

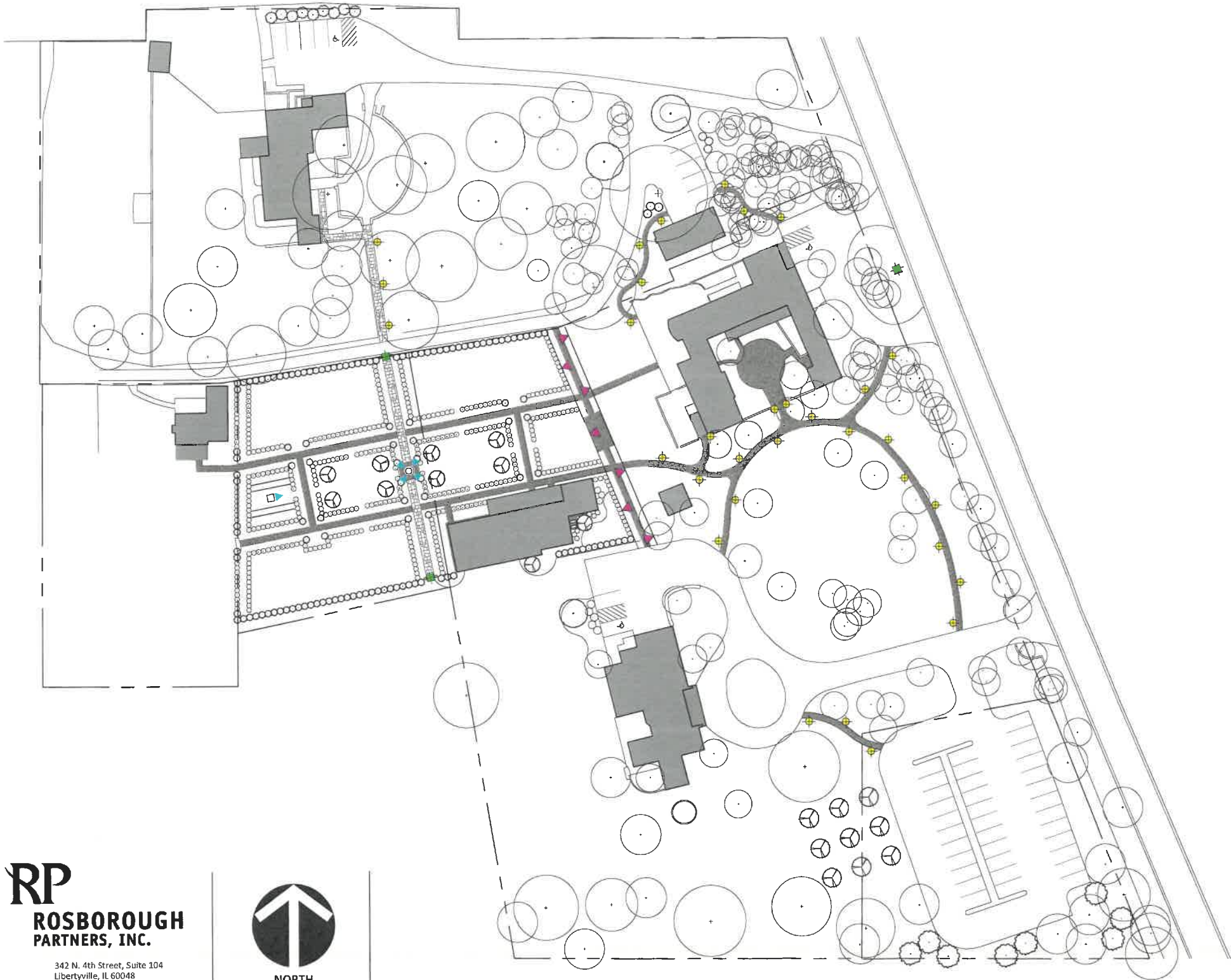
-  EXISTING PAVING TO BE RESET/RE-LEVELED  
  


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NORTH  
SCALE: 1" = 64'-0"

ISSUED FOR:		DESIGNED BY: PR, TL	
HARDSCAPE DETAIL		DRAWN BY: TL	
PROJECT:		REVISIONS:	
Ragdale Foundation Campus			
1260 N. Green Bay Rd.		1	10-28-21
Lake Forest, IL 60045		NO	DATE
			ISSUE



LIGHTING DETAILS

 PATH LIGHT



 HANGING LAMP



 UPLIGHT



 DOWNLIGHT



ALL LIGHTING TO BE CONTROLLED THROUGH AN ASTRONOMIC TIMER. LIGHTS AUTOMATICALLY TURN ON AT DUSK (SUNSET) AND CAN BE CONFIGURED TO TURN OFF AT A SPECIFIED TIME OF NIGHT. OVERRIDE SWITCHES CAN BE INSTALLED FOR OFFICE SIGN LAMP.



ISSUED FOR:

LIGHTING DETAIL

DESIGNED BY: PR, TL  
DRAWN BY: TL

PROJECT:

Ragdale Foundation  
Campus  
1260 N. Green Bay Rd.  
Lake Forest, IL 60045

REVISIONS:

NO	DATE	ISSUE
1	10-28-21	DETAIL



ACCESS EASEMENT TO LAKE FOREST OPEN LANDS PROPERTY



N GREEN BAY RD

Area of Easement



### **Background Information**

- **Current Ragdale Special Use Permits**
  - **Ragdale Subdivision Plat**

**CITY OF LAKE FOREST****ORDINANCE NO. 01-37****AN ORDINANCE GRANTING AN AMENDED  
AND RESTATED SPECIAL USE PERMIT  
FOR THE RAGDALE PROPERTIES**

**WHEREAS**, in 1978, Mrs. Alice Judson Ryerson, now Mrs. Hayes, applied for and was granted a special use permit (the "1978 Special Use Permit") to authorize the use of certain real property located at 1230 N. Green Bay Road by the Ragdale Foundation, a not-for-profit organization (the "Foundation"), as an artists' retreat; and

**WHEREAS**, in 1980, Mrs. Hayes applied for and was granted an amendment to the 1978 Special Use Permit to incorporate additional real property into the 1978 Special Use Permit and to amend certain provisions of the 1978 Special Use Permit regarding the occupancy of the property (the "1980 Amendment"); and

**WHEREAS**, in 1986, the City acquired portions of the property formerly owned by Mrs. Hayes and subject to the 1978 Special Use Permit, as amended; and

**WHEREAS**, on April 1, 1986, the City, Mrs. Hayes, and the Foundation entered into the Ragdale Operating Agreement to provide for the use, occupancy, maintenance, and operation of the parcels owned by the City; and

**WHEREAS**, concurrently with the execution of the Ragdale Operating Agreement, Mrs. Hayes leased to the City certain real property for parking and garden purposes, subject to the use, occupancy, maintenance, and operation conditions and restrictions contained in the Ragdale Operating Agreement (the "1986 Leases"); and

**WHEREAS**, in 1986, the City applied for and was granted an amendment to the 1978 Special Use Permit, as amended by the 1980 Amendment, to modify the property subject to such

special use permit and the restrictions and limitations on the use and development of such property (the "1986 Amendment"); and

**WHEREAS**, the parcels commonly known as 1230 and 1260 N. Green Bay Road in Lake Forest currently consists of three parcels, to-wit: a parcel that the City owns and is legally described in Exhibit 1 attached hereto (the "City Parcel"); a parcel that the Foundation owns and is legally described in Exhibit 2 attached hereto (the "Parking Parcel"); and a parcel that Mrs. Hayes owns and is legally described in Exhibit 3 attached hereto (the "Hayes Parcel"); and

**WHEREAS**, a portion of the Hayes Property is subject to an agreement dated July 4, 1978, as amended by that certain Modification Agreement dated December 21, 1986 (collectively, the "Option"), which grants to the owners of residential property known as 1272 North Green Bay Road, lying immediately to the north of the Hayes Property (the "Adjacent Property") an option to purchase that portion of the Hayes Property legally described in Exhibit 4 attached hereto and made a part hereof (the "Option Parcel"); and

**WHEREAS**, the City Parcel, the Hayes Parcel, and the Parking Parcel all are currently part of or adjacent to the land used by the Foundation as an artists' retreat and legally described in Exhibit 5 attached hereto and made a part hereof (collectively, the "Ragdale Properties"); and

**WHEREAS**, for the purpose of clarifying, modifying, and expanding the zoning authorizations required for the continued and future use of the Ragdale Properties as an artists' retreat, the City, Mrs. Hayes, and the Foundation desire to amend the 1978 Special Use Permit as amended by the 1980 and 1986 Amendments (collectively, the "Special Use Permits"); and

**WHEREAS**, the City, Mrs. Hayes, and the Foundation have also entered into a Restated and Amended Agreement for the Ragdale Properties to restate, amend, and repeal the Ragdale

Operating Agreement and to replace said documents in their entirety with such Restated and Amended Agreement; and

**WHEREAS**, an application for an amendment to the Special Use Permits has been filed to address the current and future development of the Ragdale Properties; and

**WHEREAS**, pursuant to notice duly published, the Zoning Board of Appeals of the City of Lake Forest did commence a public hearing on March 26, 2001, regarding the application for an amendment to the Special Use Permits; and

**WHEREAS**, the Zoning Board of Appeals, having fully heard and considered the testimony by all those attending the public hearing who wished to testify, made the findings and recommendations attached as Exhibit 6 to this ordinance; and

**WHEREAS**, the Mayor and the City Council of The City of Lake Forest, having considered the application for an amendment to the Special Use Permits, and the findings and recommendations of the Zoning Board of Appeals, have determined that it is in the best interests of the City and its residents to grant the requested amendment to the Special Use Permits, subject to the terms and conditions of this Ordinance as 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:**

**Section 1.**     **Recitals.** The foregoing recitals are hereby incorporated herein as if fully set forth in this Ordinance.

**Section 2.**     **Repeal.** The 1978 Special Use Permit, the 1980 Amendment, and the 1986 Amendment are hereby repealed in their entirety and replaced by this Ordinance.



**Section 3. Special Use Permit.** A special use permit is hereby granted to permit the use and development of the Ragdale Properties as an artists' retreat, subject to the conditions contained in Section 4 of this Ordinance.

**Section 4. Conditions.** The special use permit granted pursuant to Section 3 of this Ordinance for the Ragdale Properties 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 the City Council, render void the approvals granted by this Ordinance:

- A. **Compliance with the Restated and Amended Agreement.** The use, operation, and management of the Ragdale Properties shall be subject to the Restated and Amended Agreement dated July 24, 2001.
- B. **Compliance with the Operating Agreement.** The use, operation, and maintenance of the Ragdale Properties shall be subject to the Operating Agreement between the City and the Foundation, dated July 24, 2001.
- C. **Compliance with Laws.** The use, operation, and maintenance of the Ragdale Properties shall comply with all applicable federal, state, and local laws, ordinances, and regulations.
- D. **Number of Residents.** Except as provided in Section 4.E.5 of this Ordinance with respect to the Option Parcel, no more than 15 persons shall reside on the Ragdale Properties; provided, however, that a maximum of six staff employees may also reside on the Ragdale Properties.
- E. **Permitted Uses on the Ragdale Properties.**
  - 1. **Foundation's Use.** During the term of this Ordinance and the Restated and Amended Agreement, the Foundation may use and occupy the Ragdale Properties for an artists' retreat in the same manner and for the same purposes as such Properties have been and continue to be used and occupied as of the date of this Ordinance, and in accordance with the Foundation's Articles of Incorporation and By-Laws as in effect from time to time and subject to the terms and conditions of this Ordinance and the Restated and Amended Agreement.
    - (a) In connection with the artists' retreat functions of the Foundation, the Property may also be used for lectures, tours, workshops, and other community programs, as well as for the Foundation's office functions. Without limiting the generality of the foregoing, it is contemplated that the Foundation may use (i) the Ragdale Barn

and the second floor of the Ragdale House for residential occupancy by artists, and (ii) the apartment adjoining the Ragdale House for (A) residential occupancy by artists, (B) for residential occupancy by employees of the Foundation (and their families) whose services are required in the normal course of operating the Ragdale Properties as an artists' retreat, or (C) for other uses authorized by this Ordinance.

- (b) In addition, the Foundation may use the downstairs areas in the Ragdale House for special events, concerts, readings, seminars, exhibits, educational tours, and fundraising events, or permit its use by other Lake Forest civic or eleemosynary organizations for meetings or other social gatherings, provided that such additional uses comply with the other terms of this Ordinance and do not interfere or conflict with the City's use of such areas.
  - (c) The space presently used for storage and maintenance operations in the areas on the Ragdale Properties identified in Exhibit 7 attached hereto and made a part hereof may continue, but no expansion of such uses shall be permitted.
2. City's Use. During the term of this Ordinance and the Restated Amended Agreement, the City may occupy and use the Ragdale Properties for such uses and purposes as the City may determine to be in the public interest and as are compatible with the concurrent use of the Ragdale Properties by the Foundation and in accordance with the terms of this Ordinance and the Restated and Amended Agreement. Without limiting the generality of the foregoing, it is contemplated that the City may permit appropriate space in the Ragdale House or other areas on the Ragdale Properties to be used by Boards and Commissions of the City and by not-for-profit organizations (i) for meetings; (ii) for memorials to distinguished citizens or former citizens of the City; and (iii) for other educational, recreational, and cultural purposes as are in keeping with the character of the Ragdale Properties and the Foundation's use of the Ragdale Properties. In addition, the City may make occasional use of the Ragdale House, the meeting rooms and patio areas of the Ragdale Barn, and other locations on the Ragdale Properties for special events, seminars, exhibits, and meetings of or sponsored by community groups that do not interfere or conflict with the Foundation's use of such areas.
3. Coordination of Uses. Scheduling of the uses of the Ragdale House and Barn between the Foundation and the City, or organizations using the Ragdale House or the Ragdale Properties under permit or license from the City, shall be the responsibility of the Director of the Ragdale Foundation, in cooperation with a representative of the City. The parties shall schedule such uses so as to minimize conflicts and interference with the activities of the respective bodies and organizations using the Ragdale Properties and so

as to enable or permit the most advantageous and beneficial uses to be made of the Ragdale Properties. Any disputes or questions arising as to scheduling or as to the appropriateness of any proposed use of the Ragdale Properties shall be resolved by the Ragdale Supervisors as provided in Section 11 of the Restated and Amended Agreement.

4. Impact on Surrounding Properties. The use and operation of the Ragdale Properties shall not adversely impact the use and enjoyment of surrounding properties zoned in the Single Family Residential District. In particular, the use of the Ragdale Properties shall be consistent with surrounding residential uses in terms of lighting, glare, noises, and emissions of any kind. Upon notice from the City, the Foundation shall limit, modify, or cease such activities or uses on the Ragdale Properties that fail to conform to the foregoing standards.
  5. Log Cabin. The log cabin presently existing on the Option Parcel shall not be altered, enlarged, or removed without the prior approval of the City, and such cabin shall not be conveyed or used except as part of the Ragdale Properties or as part of the Adjacent Property. Any residential use of the log cabin shall be limited to (a) Mrs. Alice Ryerson Hayes, (b) her daughter Susan Moon, (c) the owners of the Adjacent Property and their immediate family, (d) non-paying guests of the owners of the Adjacent Property, or (e) a resident artist of the Foundation. The log cabin shall not be used as a rental dwelling.
- F. Limitation of Uses on the Parking Parcel and the Garden Parcel.
1. Parking Parcel. The Parking Parcel shall be used by the Foundation exclusively as a parking lot in connection with the operation of the Ragdale Properties. During the term of this Ordinance and the Restated and Amended Agreement, the Foundation shall keep and maintain the asphalt parking lot on the Parking Parcel in good and serviceable condition and free of snow, ice, and debris, and shall make all such repairs as may be necessary to maintain the surface of the paved area so as to accommodate parking for the Ragdale Properties. In addition, within one year after the effective date of this Ordinance, the Foundation shall install additional landscaping on the Parking Parcel to achieve year round screening of the Parking Parcel from Green Bay Road.
  2. Garden Parcel. That portion of the City Parcel that is legally described in Exhibit 8 attached hereto and made a part hereof (the "Garden Parcel") shall be used by the Foundation exclusively as a garden in connection with the operation of the Ragdale Properties and in conformance with the covenant contained in the Plat of the Ragdale Subdivision, recorded with the Recorder of Deeds of Lake County on February 26, 1986 as Document No. 2422824. During the term of this Ordinance and the Restated and Amended Agreement, the Foundation shall keep and maintain the garden on the

Garden Parcel in substantially the same manner as the garden has been kept and maintained during the five year period prior to the date of this Ordinance.

- G. Alterations or Additions. No substantial alterations or additions shall be permitted to any existing building or structure on the Ragdale Properties or on any adjacent property that is acquired in the future and incorporated into the Restated and Amended Agreement as additional property. In addition, no substantial change in or diminution of the grounds of the Ragdale Properties shall be permitted without the review and approval of the Ragdale Supervisors and the City Council of the City of Lake Forest.
- H. Parking. Off-street parking shall be provided on the Ragdale Properties for all residents of the Ragdale Properties, as well as participants of special projects, seminars, readings, or other programs conducted on the Ragdale Properties, unless otherwise approved in writing by the City Manager or the Manager's designee.

**Section 5. Termination.** The special use permit granted in Section 3 of this Ordinance shall terminate upon any one of the following events:

1. Upon termination of the Restated and Amended Agreement.
2. Upon termination or expiration of the Operating Agreement for the Ragdale Properties between the City and the Foundation.
3. Upon a determination by the City that the Foundation has violated any condition contained in Section 4 of this Ordinance; provided that such violation has not been cured within any applicable cure period (as may be provided in the Restated and Amended Agreement or the Operating Agreement) and is not a matter in dispute under Section 11 of the Restated and Amended Agreement or in court.
4. Upon dissolution of the Foundation or termination of its Certificate of Incorporation.

Upon termination of the special use permit granted in Section 3 of this Ordinance, the use of the Ragdale Properties shall be restricted and limited to the uses permitted in the City of Lake Forest Zoning District in which the Ragdale Properties are zoned at the time of termination of this special use permit.

**Section 6. 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 may be repealed without further notice or hearing by motion of the City Council if the Foundation, Mrs. Hayes, and the owner of the Adjacent Property have not delivered to the City Clerk an executed "Unconditional Agreement and Consent" (Exhibit 9 to this Ordinance) within 90 days after the adoption of this Ordinance. Upon receipt of the signed Unconditional Agreement and Consent, the City Clerk shall cause a certified copy of this Ordinance to be recorded in the Office of the Lake County Recorder.

PASSED this 21st day of June, 2001.

AYES: Aldermen Henry, Burns, Rummel, Mohr, Reynolds, Cowhey, Moss

NAYS: None

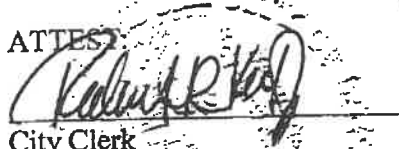
ABSTENTION: None

ABSENT: Alderman Lansing

APPROVED this 24th day of July, 2001.

  
Mayor

ATTES:

  
City Clerk

## Exhibit 1

### Legal Description of the City Parcel

Lot 1 in Ragdale Subdivision, a subdivision of a part of Lot 1 in Clay Judson Subdivision together with part of Lot 16 in Owner's Subdivision, in the Northeast Quarter (1/4) of Section 29, Township 44 North, Range 12 East of the Third Principal Meridian, City of Lake Forest, Lake County, Illinois, according to the Plat of Subdivision thereof approved by the City Council of Lake Forest on February 15, 1986, and filed for record with the Recorder of Deeds of Lake County, Illinois, on February 26, 1986 as Document No. 2422824, subject to a 33-foot easement along the North boundary line of Lot 1 for ingress and egress and utilities as set forth in the said Plat;

Together with that part of Lot 16 in Owner's Subdivision in the North East quarter of Section 29, Township 44 North, Range 12, East of the 3rd P.M., described as follows: Commencing at the North West corner of said Lot 16; thence South along the West line of said Lot 16, 220.00 feet; thence East parallel with the North line of said Lot 16 along the South line of premises conveyed by Document 432170, 1450.00 feet; thence North 80 degrees 52 minutes East along the Southerly line of premises conveyed by Document 432170, 120.69 feet to the point of beginning of the description for the premises hereby described; thence North 80 degrees 52 minutes East along the Southerly line of premises conveyed by Document 439170, 96.15 feet; thence North 68 degrees 08 minutes East along the Southerly line of premises conveyed by Document 432170, 204.46 feet, more or less, to the Westerly line of Green Bay Road; thence South 21 degrees 34 minutes 30 seconds East along said Westerly line of Green Bay Road, 195.00 feet more or less, to a point 321.60 feet North Westerly from the South Easterly corner of said Lot 16; thence South 81 degrees 14 minutes 30 seconds West, 222.31 feet, more or less, to a point North 12 degrees 16 minutes West, 3.00 feet from an angle point in the Northerly limits of the premises conveyed by Document 448792; thence South 77 degrees 44 minutes West, 113.80 feet and thence North 9 degrees 46 minutes 20 seconds West, 150.08 feet, more or less, to the place of beginning, in Lake County, Illinois, together with an 11-foot easement lying northerly of and adjoining the above described premises extending from the westerly line of Green Bay Road to the westerly boundary of the above described premises, extended northerly, for ingress and egress from and to Green Bay Road and for a right of way at all times and for all purposes as set forth by that certain Easement Agreement dated December 27, 1978 and recorded January 23, 1979 as Document No. 1974369 in Lake County, Illinois;

And that part of Lot 2 in Ragdale Subdivision, a subdivision of a part of Lot 1 in Clay Judson Subdivision together with part of Lot 16 in Owner's Subdivision, in the Northeast Quarter (1/4) of Section 29, Township 44 North, Range 12 East of the Third Principal Meridian, City of Lake Forest, Lake County, Illinois, according to the Plat of Subdivision thereof filed for record with the Recorder of Deeds of Lake County, Illinois, on February 26, 1986 as Document No. 2422824, lying south of a line parallel to and 40 feet southerly of the north boundary line of said Lot 2.

Exhibit 2

Legal Description of the Parking Parcel

Lot 2 in Clay Judson Subdivision according to the plat thereof filed for record with the Recorder of Deeds of Lake County, Illinois, on July 7, 1953 as Document 795553, in Book 1185 of Records, Page 73, in the N 1/2 Sec. 29 Twp. 44N, R12E, in the City of Lake Forest, Lake County, Illinois (consisting of .5487 acres more or less).

Exhibit 3

Legal Description of the Hayes Parcel

Lot 4 in Ragdale Subdivision according to the plat thereof filed for record with the Recorder of Deeds of Lake County, Illinois, February 26, 1986, as Document 2422824, in the NE ¼ Sec. 29 Twp. 44N, R12E, in the City of Lake Forest, Lake County, Illinois;

**Except For** that part of Lot 4 in Ragdale Subdivision according to the plat thereof filed for record with the Recorder of Deeds of Lake County, Illinois, February 26, 1986, as Document 2422824, in the NE ¼ Sec. 29 Twp. 44N, R12E, described as follows:

That portion North of the northerly line of Lot 1 in Clay Judson Subdivision, according to the Plat of said Subdivision recorded July 7, 1953 as Document No. 795553 in Book 1185 of Records, Page 73, and commonly known as Parcel "Y" as set forth in the Modification Agreement dated December 21, 1986.



Exhibit 4

Legal Description of the Option Parcel

That part of Lot 4 in Ragdale Subdivision according to the plat thereof filed for record with the Recorder of Deeds of Lake County, Illinois, February 26, 1986, as Document 2422824, in the NE ¼ Sec. 29 Twp. 44N, R12E, described as follows:

That portion North of the northerly line of Lot 1 in Clay Judson Subdivision, according to the Plat of said Subdivision recorded July 7, 1953 as Document No. 795553 in Book 1185 of Records, Page 73, and commonly known as Parcel "Y" as set forth in the Modification Agreement dated December 21, 1986.

## Exhibit 5

### Legal Description of the Ragdale Properties

#### Parcel 1:

Lot 1 in Ragdale Subdivision, a subdivision of a part of Lot 1 in Clay Judson Subdivision together with part of Lot 16 in Owner's Subdivision, in the Northeast Quarter (1/4) of Section 29, Township 44 North, Range 12 East of the Third Principal Meridian, City of Lake Forest, Lake County, Illinois, according to the Plat of Subdivision thereof approved by the City Council of Lake Forest on February 15, 1986, and filed for record with the Recorder of Deeds of Lake County, Illinois, on February 26, 1986 as Document No. 2422824, subject to a 33-foot easement along the North boundary line of Lot 1 for ingress and egress and utilities as set forth in the said Plat;

#### Parcel 2:

That part of Lot 16 in Owner's Subdivision in the North East quarter of Section 29, Township 44 North, Range 12, East of the 3rd P.M., described as follows: Commencing at the North West corner of said Lot 16; thence South along the West line of said Lot 16, 220.00 feet; thence East parallel with the North line of said Lot 16 along the South line of premises conveyed by Document 432170, 1450.00 feet; thence North 80 degrees 52 minutes East along the Southerly line of premises conveyed by Document 432170, 120.69 feet to the point of beginning of the description for the premises hereby described; thence North 80 degrees 52 minutes East along the Southerly line of premises conveyed by Document 439170, 96.15 feet; thence North 68 degrees 08 minutes East along the Southerly line of premises conveyed by Document 432170, 204.46 feet, more or less, to the Westerly line of Green Bay Road; thence South 21 degrees 34 minutes 30 seconds East along said Westerly line of Green Bay Road, 195.00 feet more or less, to a point 321.60 feet North Westerly from the South Easterly corner of said Lot 16; thence South 81 degrees 14 minutes 30 seconds West, 222.31 feet, more or less, to a point North 12 degrees 16 minutes West, 3.00 feet from an angle point in the Northerly limits of the premises conveyed by Document 448792; thence South 77 degrees 44 minutes West, 113.80 feet and thence North 9 degrees 46 minutes 20 seconds West, 150.08 feet, more or less, to the place of beginning, in Lake County, Illinois, together with an 11-foot easement lying northerly of and adjoining the above described premises extending from the westerly line of Green Bay Road to the westerly boundary of the above described premises, extended northerly, for ingress and egress from and to Green Bay Road and for a right of way at all times and for all purposes as set forth by that certain Easement Agreement dated December 27, 1978 and recorded January 23, 1979 as Document No. 1974369 in Lake County, Illinois;

#### Parcel 3:

That part of Lot 2 in Ragdale Subdivision, a subdivision of a part of Lot 1 in Clay Judson Subdivision together with part of Lot 16 in Owner's Subdivision, in the Northeast Quarter (1/4) of Section 29, Township 44 North, Range 12 East of the Third Principal Meridian, City of Lake Forest, Lake County, Illinois, according to the Plat of Subdivision thereof filed for record with the Recorder of Deeds of Lake County, Illinois, on February 26, 1986 as Document No. 2422824, lying south of a line parallel to and 40 feet southerly of the north boundary line of said Lot 2;

**Parcel 4:**

Lot 2 in Clay Judson Subdivision according to the plat thereof filed for record with the Recorder of Deeds of Lake County, Illinois, on July 7, 1953 as Document 795553, in Book 1185 of Records, Page 73, in the N 1/2 Sec. 29 Twp. 44N, R12E, in the City of Lake Forest, Lake County, Illinois (consisting of .5487 acres more or less);

**Parcel 5:**

Lot 4 in Ragdale Subdivision, according to the plat thereof filed for record with the Recorder of Deeds of Lake County, Illinois, February 26, 1986, as Document 2422824, in the NE 1/4 Sec. 29 Twp. 44N, R12E, in the City of Lake Forest, Lake County, Illinois; **Except For** that part of Lot 4 in Ragdale Subdivision according to the plat thereof filed for record with the Recorder of Deeds of Lake County, Illinois, February 26, 1986, as Document 2422824, in the NE 1/4 Sec. 29 Twp. 44N, R12E, described as follows:

That portion North of the northerly line of Lot 1 in Clay Judson Subdivision, according to the Plat of said Subdivision recorded July 7, 1953 as Document No. 795553 in Book 1185 of Records, Page 73, and commonly known as Parcel "Y" as set forth in the Modification Agreement dated December 21, 1986.

Exhibit 6

Findings and Recommendations of the Zoning Board of Appeals

1. The present uses and existing facilities do not negatively impact the general public and are compatible with the residential and historic character of the surrounding area.
2. The continuation of Ragdale at this site will neither substantially diminish property values in the surrounding area nor impede the normal development and improvement of the surrounding properties consistent with the Code.
4. The required utilities, roads and drainage are already in place to serve the site.
5. Any significant changes to the existing structures or the addition of new structures will require review by the Historic Preservation Commission and will require amendment of the Special Use Permit.
6. The special use will conform to the applicable regulations of the R-4 zoning district except as modified by the City Council.

Exhibit 7

Identification of Locations of Existing Storage and Maintenance Operations

Exhibit 8

Legal Description of the Garden Parcel

That part of Lot 2 in Ragdale Subdivision, a subdivision of a part of Lot 1 in Clay Judson Subdivision together with part of Lot 16 in Owner's Subdivision, in the Northeast Quarter (1/4) of Section 29, Township 44 North, Range 12 East of the Third Principal Meridian, City of Lake Forest, Lake County, Illinois, according to the Plat of Subdivision thereof filed for record with the Recorder of Deeds of Lake County, Illinois, on February 26, 1986 as Document No. 2422824, lying south of a line parallel to and 40 feet southerly of the north boundary line of said Lot 2.

Exhibit 9

Unconditional Agreement and Consent

The undersigned persons hereby acknowledge and agree that it has reviewed and understands the terms, provisions, and conditions of this Ordinance No. 01-37 of The City of Lake Forest, and that it agrees to abide and be bound by the terms, provisions, and conditions of this Ordinance, and that it has caused its duly authorized representatives to sign this Unconditional Agreement and Consent as the undersigned's acceptance and consent to the terms, provisions, and conditions set forth in this Ordinance.

Dated: 12/12/01

The Ragdale Foundation

By: Beth Gates Warren  
Its: Co-Chair

ATTEST:

Victor B. Filippini Jr. 7/24/01

Alice R. Hayes  
Alice R. Hayes

ATTEST:

\_\_\_\_\_

Owner of the Adjacent Parcel:  
The Margaret S. Hart Lake Forest Residence  
Trust

By: Margaret S. Hart  
Margaret S. Hart, as Trustee

ATTEST:

\_\_\_\_\_

THE CITY OF LAKE FOREST  
ORDINANCE NO. 2014- 24

AN ORDINANCE AMENDING THE SPECIAL USE PERMIT FOR RAGDALE TO AUTHORIZE THE  
RAGDALE RING PROJECT AND A MINOR AMENDMENT  
(1230 AND 1260 N. GREEN BAY ROAD)

**WHEREAS**, the City of Lake Forest (the "**City**") is a home rule special charter municipality established and existing in accordance with the Constitution of the State of Illinois of 1970; and

**WHEREAS**, the City owns the Ragdale properties commonly known as 1230 and 1260 N. Green Bay Road, Lake Forest, IL and legally described in Exhibit A, attached hereto ("Property"); and

**WHEREAS**, the Ragdale Foundation, an Illinois not-for-profit corporation (the "**Foundation**"), operates an artists' residence program at this site as authorized by an Agreement with the City and a Special Use Permit; and

**WHEREAS**, the Petition for an amendment to the SUP was filed in accordance with the regulations of Section 46-24, Special Uses, of the Lake Forest Zoning Code; and

**WHEREAS**, the City has a long tradition of supporting not for profit organizations, the arts, cultural activities, and community events; and

**WHEREAS**, in 2013, the City Council, by Resolution, authorized a one year pilot of the Ragdale Ring project to (i) provide information to the City to allow a determination of whether the Project should be permitted on an annual basis, and (ii)



highlight conditions that should be considered to mitigate impacts of the Project on neighboring properties and the overall community; and

**WHEREAS**, the 2013 pilot project was successful and provided valuable experience and information which assisted in developing the amendment now proposed; and

**WHEREAS**, the ZBA did conduct a properly noticed public hearing on the Petition on May 6, 2014 and, after having fully heard and having considered the evidence and testimony by all those who wished to testify, and made the following findings:

1. The Ragdale Ring Project involves the erection of a temporary piece of artwork and a series of performances in and around the artwork during the summer months of each calendar year. The proposed addition of seasonal artwork at Ragdale and the performances are compatible and in keeping with the purpose of Ragdale, the residential and historic character of the property and the surrounding area and will not negatively impact the general public.
2. The Ragdale Ring Project activities will neither substantially diminish property values in the surrounding area nor impede the normal development and improvement of the surrounding properties consistent with the Code.
3. The required utilities, roads and drainage are already in place to serve the site. Off-site parking can be accommodated in existing public parking lots since the Ragdale Ring activities occur during the hours of non-use of the public lots. The parking lots are within walking distance of Ragdale and shuttle services will be provided by Ragdale as necessary to serve the patrons of the events.
4. No new permanent structures are proposed as part of the Ragdale Ring Project.
5. The special use, Ragdale, will conform to the applicable regulations of the R-4 zoning district except as modified by the Special Use Permit.

and recommended that the City Council approve the amendments to the Special Use Permit; and

**WHEREAS**, the City Council concurs with the findings of the ZBA and finds and determines that it is in the best interests of the City and its residents to approve the Petition and amend the SUP as set forth in the Ordinance.

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

**SECTION ONE. Recitals:** The foregoing recitals are incorporated into this Ordinance as if fully set forth.

**SECTION TWO. Approval of Amendment to SUP:** Pursuant to Section 46-24 of the Zoning Code and subject to the limitations set forth in the City Code the City Council hereby approves the Petition and grants amendments to Sections 4D and 4E of the SUP providing flexibility with respect to the mix of artists and staff permitted to reside at Ragdale without changing the total number and authorizing the annual Ragdale Ring Project.

**SECTION THREE: Amendment to Sections 4D and 4E of the SUP.** Section 4, shall hereafter be and read as follows: (proposed text is underlined; removed text is shown as strikeout text.)

**Section 4. Conditions**

- D. Number of Residents. Except as provided in Section 4.E.5 of this Ordinance with respect to the Option Parcel, no more than ~~15~~ 21 persons shall reside on the Ragdale Properties; ~~provided, however, that a maximum of six staff employees may also reside on the Ragdale Properties.~~
- E. Permitted Uses on the Ragdale Properties
- (b) In addition, the Foundation may use the downstairs areas in the Ragdale House, the grounds and the Ragdale Barn for special events, concerts, readings, seminars, exhibits, educational tours and fundraising events, including the Ragdale Ring Project (subject to conditions), or permit its use by other Lake Forest civic or eleemosynary organizations for meetings or other social gatherings, provided that such additional uses comply with the

other terms of this Ordinance and do not interfere or conflict with the City's use of such areas.

i. The following conditions of use shall apply to all events associated with the Ragdale Ring Project ("Project Event"):

1. Adequate off-site parking shall be provided for all Project Events. No parking is permitted on residential streets.
2. No more than five outdoor Project Events shall be undertaken from May through October of any calendar year.
3. Each Project Event must be completed (including any clean-up and/or tear-down) no later than 10:30 p.m.
4. All required permits, approvals and inspections must be obtained and completed, including, but not limited to, permits for tents or temporary structures and service of food or alcoholic liquor.
5. Prior to the issuance of permits for temporary structures and artwork, staff shall confirm compliance with application setbacks and general compatibility with Ragdale and the surrounding properties.
6. Any and all temporary structures and artwork erected or installed as part of the Ragdale Ring Project shall be removed from the Ragdale Property no later than November 15<sup>th</sup> of each calendar year.

**SECTION FOUR: Amendment to Ordinance.** Any amendments to the terms, conditions, or provisions of this Ordinance that may be requested after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in Section 46-24 of the Zoning Code, or by an amendment to the SUP itself in the manner provided in the Zoning Code and by applicable law. Except as expressly provided herein, nothing in this Ordinance amends or otherwise modifies the terms and conditions of the SUP.

**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 Owners have not (i) executed and (ii) thereafter filed with the City Clerk, within 30 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 16<sup>th</sup> DAY OF June, 2014.

AYES: Waldeck, Beidler, Moore, Tack, Reuserberg,  
Adelman & Moreno.

NAYS: 0

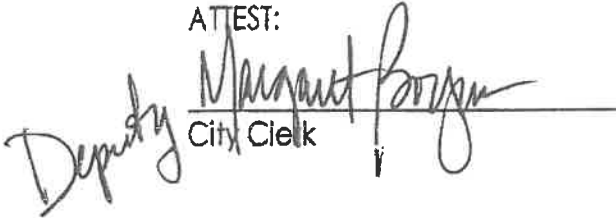
ABSENT: Alderman Pandaleon

ABSTAIN: 0

APPROVED THIS 16<sup>th</sup> DAY OF June, 2014.

  
MAYOR

ATTEST:

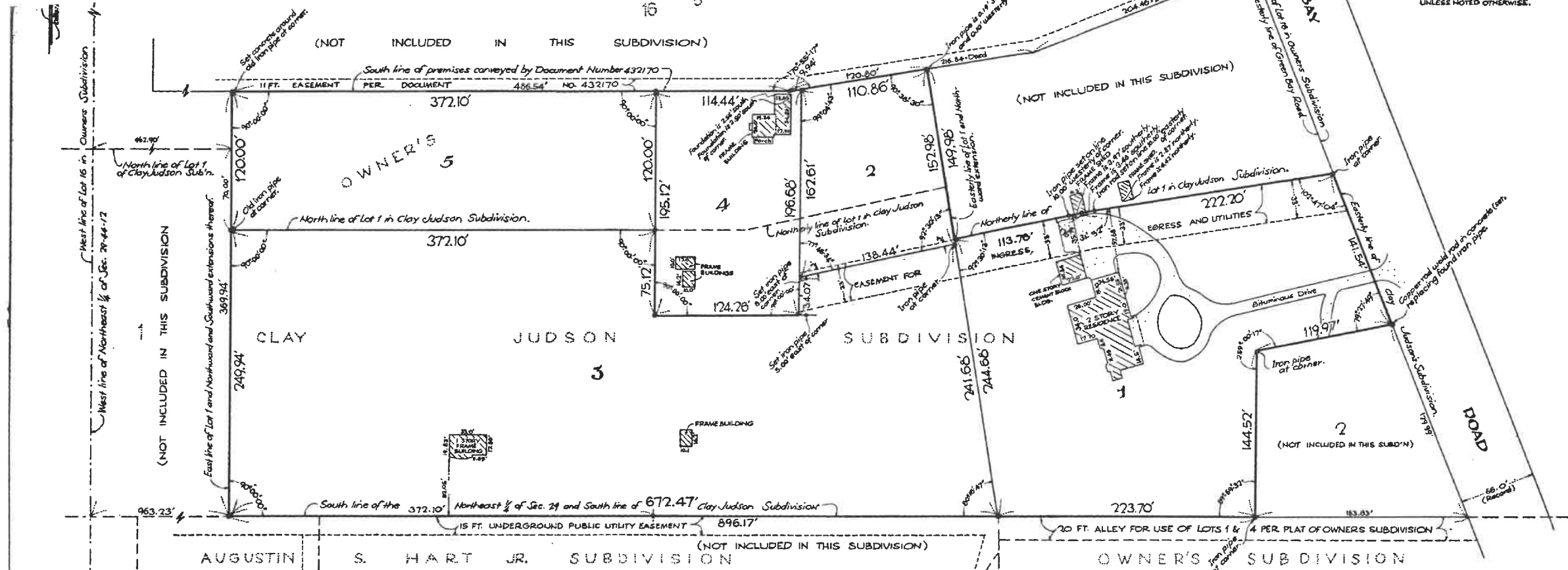
  
Deputy City Clerk

COVENANT WITH RESPECT TO  
RAGDALE SUBDIVISION

TITLE TO LOTS 2, 4 AND 5 SHALL BE SUBJECT TO THE COVENANTS AND CONDITIONS THAT NO DWELLING HOUSE, RESIDENTIAL STRUCTURE OR ACCESSORY BUILDING OR AMENITY TO A RESIDENTIAL STRUCTURE INCLUDING FENCES SHALL BE CONSTRUCTED OR LOCATED ON SAID LOTS EXCEPT THAT THE EXISTING STRUCTURES ON LOT 4 MAY CONTINUE TO BE MAINTAINED AND USED AND MAY BE REPAIRED AND RESTORED IN THE EVENT THEY, OR ANY PART OF THEM, ARE DAMAGED OR DESTROYED BY FIRE OR OTHER CASUALTY, PROVIDED THAT, SUCH STRUCTURES SHALL NOT BE USED AS A PERMANENT RESIDENCE, AND EXCEPT THAT A TOOL SHED OR EQUIPMENT STORAGE SHED MAY BE BUILT ON LOT 2 IF SUCH IS APPROPRIATE FOR ITS CONTINUED USE AS A GARDEN.

RAGDALE SUBDIVISION  
BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 29,  
TOWNSHIP 44 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY,  
ILLINOIS

ORIGINAL OF THIS  
INSTRUMENT FILED  
AS Doc. No. 432170  
P. 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000



STATE OF ILLINOIS )  
COUNTY OF LAKE ) S.S.  
I, Alice J. Ryan, DO HEREBY  
CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED IN  
THE FOREGOING CERTIFICATE AND THAT I HAVE CAUSED THE SAID  
PROPERTY TO BE SURVEYED AND RESUBDIVIDED AS SHOWN ON THE  
PLAT HEREON.  
DATED AT LAKE FOREST, ILLINOIS, THIS 1<sup>st</sup> DAY OF  
February, A.D., 1986.  
Alice J. Ryan  
OWNER

STATE OF ILLINOIS )  
COUNTY OF LAKE ) S.S.  
I, Susanne Janzen, A NOTARY PUBLIC  
IN AND FOR THE COUNTY OF LAKE IN THE STATE AFORESAID, DO HEREBY  
CERTIFY THAT ALICE J. RYAN, WHO IS 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 HERSELF TO BE THE OWNER OF THE PRO-  
PERTY DESCRIBED ABOVE, THAT SHE CAUSED SAID PROPERTY TO BE  
SURVEYED AND RESUBDIVIDED, AND THE SAID INSTRUMENT TO BE  
HER FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES  
THEREIN SET FORTH.  
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 1<sup>st</sup> DAY OF  
February, A.D., 1986.  
Susanne Janzen  
NOTARY PUBLIC  
MY NOTARIAL COMMISSION EXPIRES ON March 25, 1987

APPROVED AND ACCEPTED BY THE COUNCIL OF THE CITY OF LAKE  
FOREST, LAKE COUNTY, ILLINOIS, THIS 18<sup>th</sup> DAY OF  
February, A.D., 1986.

Francis Andrewell  
MAYOR OF LAKE FOREST

STATE OF ILLINOIS )  
COUNTY OF LAKE ) S.S.  
I, H. BROOKS SMITH, CITY MARSHAL, COLLECTOR OF THE  
CITY OF LAKE FOREST, LAKE COUNTY, ILLINOIS, DO HEREBY CERTIFY  
THAT I HAVE EXAMINED THE SPECIAL ASSESSMENT RECORDS OF SAID  
CITY AND THAT I FIND THAT ALL DEFERRED INSTALLMENTS, NOW DUE,  
OF OUTSTANDING UNPAID SPECIAL ASSESSMENTS RELATING TO THE  
PROPERTY INCLUDED IN THIS PLAT OF SUBDIVISION HAVE BEEN PAID.  
DATED AT LAKE FOREST, ILLINOIS, THIS 1<sup>st</sup> DAY OF  
February, A.D., 1986.  
H. Brooks Smith  
CITY MARSHAL, COLLECTOR OF THE  
CITY OF LAKE FOREST

APPROVED BY THE PLAN COMMISSION OF THE CITY OF LAKE FOREST,  
LAKE COUNTY, ILLINOIS, THIS 18<sup>th</sup> DAY OF  
February, A.D., 1986.  
Chairman of Plan Commission

STATE OF ILLINOIS )  
COUNTY OF LAKE ) S.S.  
I, LINDA JANUZZI HESS, COUNTY CLERK OF THE COUNTY OF  
LAKE IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT THERE  
ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES,  
AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED  
IN THIS PLAT OF SUBDIVISION.  
I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY  
FEES IN CONNECTION WITH THE ANNEXED PLAT.  
GIVEN UNDER MY HAND AND SEAL AT WAUKEGAN, LAKE  
COUNTY, ILLINOIS, THIS 18<sup>th</sup> DAY OF February, A.D., 1986.  
Linda Januzzi Hess  
COUNTY CLERK

COVENANT WITH RESPECT TO  
RAGDALE SUBDIVISION

TITLE TO LOTS 2, 4 AND 5 SHALL BE SUBJECT TO THE COVENANTS AND CONDITIONS THAT NO DWELLING HOUSE, RESIDENTIAL STRUCTURE OR ACCESSORY BUILDING OR AMENITY TO A RESIDENTIAL STRUCTURE INCLUDING FENCES SHALL BE CONSTRUCTED OR LOCATED ON SAID LOTS EXCEPT THAT THE EXISTING STRUCTURES ON LOT 4 MAY CONTINUE TO BE MAINTAINED AND USED AND MAY BE REPAIRED AND RESTORED IN THE EVENT THEY, OR ANY PART OF THEM, ARE DAMAGED OR DESTROYED BY FIRE OR OTHER CASUALTY, PROVIDED THAT, SUCH STRUCTURES SHALL NOT BE USED AS A PERMANENT RESIDENCE, AND EXCEPT THAT A TOOL SHED OR EQUIPMENT STORAGE SHED MAY BE BUILT ON LOT 2 IF SUCH IS APPROPRIATE FOR ITS CONTINUED USE AS A GARDEN.

STATE OF ILLINOIS )  
COUNTY OF COOK ) S.S.  
CHICAGO GUARANTEE SURVEY COMPANY, AN ILLINOIS CORPORATION LICENSED AS AN ILLINOIS  
REGISTERED LAND SURVEYOR, HEREBY CERTIFIES THAT A SURVEY AND SUBDIVISION HAS BEEN COMPLETED  
UNDER THE DIRECTION AND SUPERVISION OF RALPH J. VAN DORPE, AN ILLINOIS REGISTERED LAND  
SURVEYOR, OF THE FOLLOWING DESCRIBED PROPERTY:  
A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 44 NORTH, RANGE 12  
EAST OF THE THIRD PRINCIPAL MERIDIAN, COMPRISED OF A PART OF LOT 1 IN CLAY JUDSON SUBDIVISION,  
ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED AS DOCUMENT NO. 795553 IN THE OFFICE OF THE  
RECORDER OF DEEDS OF LAKE COUNTY, TOGETHER WITH A PART OF LOT 16 IN OWNER'S SUBDIVISION,  
ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED AS DOCUMENT NO. 84205 IN THE OFFICE OF THE  
RECORDER OF DEEDS OF LAKE COUNTY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THAT SOUTHEAST CORNER OF LOT 1 IN CLAY JUDSON SUBDIVISION WHICH IS ALSO  
THE SOUTHWEST CORNER OF LOT 2 IN SAID SUBDIVISION, AND RUNNING  
THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1, WHICH IS ALSO THE WEST LINE OF LOT 2, A  
DISTANCE OF 144.52 FEET TO THAT CORNER OF SAID LOT 1 WHICH IS ALSO THE NORTHWEST CORNER OF  
SAID LOT 2;  
THENCE EASTWARD ALONG THAT SOUTHERLY LINE OF SAID LOT 1 WHICH IS ALSO THE NORTHERLY  
LINE OF SAID LOT 2, A DISTANCE OF 119.97 FEET TO THAT SOUTHEAST CORNER OF LOT 1 WHICH IS  
ALSO THE NORTHEAST CORNER OF SAID LOT 2;  
THENCE NORTHWARD ALONG THE EASTERLY LINE OF SAID LOT 1, SAID EASTERLY LINE BRING  
ALSO THE WESTERLY LINE OF GREEN BAY ROAD, A DISTANCE OF 141.54 FEET TO A NORTHEAST CORNER  
OF SAID LOT 1;  
THENCE WESTWARD ALONG A NORTHERLY LINE OF SAID LOT 1 A DISTANCE OF 222.20 FEET TO A  
DEFLECTION POINT IN SAID NORTHERLY LINE OF LOT 1;  
THENCE WESTWARD ALONG A NORTHERLY LINE OF SAID LOT 1 A DISTANCE OF 113.76 FEET TO  
AN INTERSECTION WITH AN EASTERLY LINE OF LOT 1;  
THENCE NORTHWARD ALONG SAID EASTERLY LINE, AND ALONG THE NORTHWARD EXTENSION OF  
SAID LINE, A DISTANCE OF 149.98 FEET TO AN INTERSECTION WITH A SOUTHERLY LINE OF THE PARCEL  
LAND CONVEYED BY DOCUMENT NO. 432170, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF LAKE  
COUNTY ON JANUARY 2, 1937;  
THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF THE PREMISES CONVEYED BY DOCUMENT NO.  
432170 A DISTANCE OF 120.80 FEET TO A DEFLECTION POINT IN SAID LINE;  
THENCE WEST ALONG THE SOUTH LINE OF SAID PREMISES CONVEYED BY DOCUMENT NO. 432170 A  
DISTANCE OF 486.54 FEET TO AN INTERSECTION WITH A NORTHWARD EXTENSION OF THAT EAST LINE OF  
AFORESAID LOT 1 IN CLAY JUDSON SUBDIVISION WHICH HAS A LENGTH OF 70.00 FEET;  
THENCE SOUTH ALONG SAID NORTHWARD EXTENSION, AND ALONG SAID EAST LINE AND THE  
SOUTHWARD EXTENSION OF SAID EAST LINE, A DISTANCE OF 369.94 FEET TO A POINT ON THE SOUTH LINE  
OF THE NORTHEAST CORNER OF SECTION 29 (SAID SOUTH LINE ALSO BEING THE SOUTH LINE OF LOT 1 IN  
CLAY JUDSON SUBDIVISION AFORESAID), SAID POINT BEING 963.23 FEET EAST OF THE SOUTHWEST CORNER  
OF THE NORTHEAST QUARTER OF SAID SECTION 29;  
THENCE EAST ALONG SAID SOUTH LINE A DISTANCE OF 896.17 FEET TO THE POINT OF  
BEGINNING  
IN LAKE COUNTY, ILLINOIS;  
CONTAINING 7.27991 ACRES OF LAND, MORE OR LESS.

CHICAGO GUARANTEE SURVEY COMPANY ALSO CERTIFIES THAT THE PROPERTY SHOWN ON THE PLAT  
HEREON IS SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE FOREST, ILLINOIS,  
WHICH HAS ADOPTED A CITY PLAN AND WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY  
DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS HERETOFORE AND HEREAFTER AMENDED  
AND FURTHER CERTIFIES THAT NO PART OF THE PROPERTY COVERED BY THIS PLAT AND SUBDIVISION IS  
SITUATED WITHIN 500 FEET OF A SURFACE DRAIN OR WATER COURSE SERVING A TRIBUTARY AREA OF 640  
ACRES OR MORE.



CHICAGO February 17<sup>th</sup>, A.D., 1986  
CHICAGO GUARANTEE SURVEY COMPANY  
BY Ralph J. Van Dorpe  
ATTEST Ralph J. Van Dorpe  
SECRETARY

This plat prepared by  
CHICAGO GUARANTEE SURVEY COMPANY  
108 W. MADISON ST., CHICAGO, IL 60602  
TEL 726-6800  
ORDER NO. 6910000

4722-1053 Master File 198

## **Background Information Only – No Board Action**

### **Operating Agreements** 2001, 2016 and Draft Update In Progress



## RESTATED AND AMENDED AGREEMENT FOR THE RAGDALE PROPERTIES

THIS AGREEMENT is made as of the 24th day of July, 2001, by, between, and among **THE CITY OF LAKE FOREST**, an Illinois municipal corporation (the "City"), **ALICE RYERSON HAYES** ("Mrs. Hayes") of Lake Forest, Illinois, and **THE RAGDALE FOUNDATION**, an Illinois not-for-profit corporation (the "Foundation");

### WITNESSETH:

WHEREAS, Mrs. Hayes, the granddaughter of one of Lake Forest's most distinguished citizens and benefactors, Howard Van Doren Shaw, donated to the City, pursuant to a quitclaim deed dated April 1, 1986, certain real property and the improvements located thereon and commonly known as the Ragdale House, which real property is legally described in Exhibit A attached hereto and made a part hereof ("Parcel A"), on the understanding and condition that Parcel A would be held by the City and managed and operated as provided in the agreement between the City, Mrs. Hayes, and the Foundation dated April 1, 1986 (the "1986 Agreement"); and

WHEREAS, the Foundation, a charitable foundation organized in 1977, donated to the City, pursuant to a quitclaim deed dated March 18, 1986, certain real property and the improvements located thereon and commonly known as the Ragdale Barn, which real property is legally described in Exhibit B attached hereto and made a part hereof ("Parcel B"), on the understanding and condition that Parcel B would be held by the City and managed and operated as provided in the 1986 Agreement; and

WHEREAS, concurrently with the execution of the 1986 Agreement, Mrs. Hayes leased to the City, for use as a garden, certain real property located west of Parcel B and legally described in Exhibit C attached hereto and made a part hereof (the "Garden Parcel") and certain real property located southeast of Parcel A and legally described in Exhibit D attached hereto (the "Parking Parcel") for parking purposes (the "1986 Leases"); and

WHEREAS, subsequent to the execution of the 1986 Agreement, Mrs. Hayes conveyed to the City, pursuant to a quitclaim deed dated December 19, 1986, certain real property legally described in Exhibit E attached hereto and made a part hereof ("Parcel C"); which Parcel C consists of a portion of the Garden Parcel; and

WHEREAS, that portion of the Garden Parcel not included in Parcel C that remained subject to the 1986 Leases was acquired in 1987 by the owners of residential property located at 1272 North Green Bay Road and lying immediately to the north of the Garden Parcel (the "Adjacent Property Owners"). In addition, Mrs. Hayes continues to hold title to the real property lying immediately west of the Garden Parcel (the "Log Cabin Parcel," which parcel is legally described in Exhibit F attached hereto and made a part hereof), although the approximately northerly 195 feet of the Log Cabin Parcel is subject to an option in favor of the Adjacent Property Owners to purchase such property pursuant to an agreement dated July 4, 1978, as

amended by a certain Modification Agreement dated December 21, 1986 (the "Option Parcel," which is legally described in Exhibit G attached hereto and made a part hereof); and

WHEREAS, pursuant to a December 9, 1997 deed, Mrs. Hayes conveyed the Parking Parcel to the Foundation, which parcel the Foundation intends to convey to the City, by warranty deed, concurrent with the execution of this Agreement; and

WHEREAS, the use and development of Parcels A, B, and C, and the Parking Parcel are subject to an ordinance adopted by the City in 1978 granting a special use permit to Mrs. Hayes, which ordinance was amended by ordinances adopted in 1980 and 1986 (collectively, the "Special Use Permits"); and

WHEREAS, the Foundation has applied for further amendments to the Special Use Permits to include the Option Parcel and to otherwise modify the terms of the Special Use Ordinances, for which the City's Zoning Board of Appeals has held the required public hearings and made recommendations relating to such application; and

WHEREAS, the City, Mrs. Hayes, and the Foundation desire to consolidate Parcels A, B, and C, and the Parking Parcel into one parcel of property, which consolidated property, as well as all structures located thereon, would be owned solely by the City (the "City Ragdale Parcels"). In addition, subject to the terms and provisions of this Agreement and its exhibits, the Foundation would be solely responsible for the management and operation of the City Ragdale Parcels and the Option Parcel, including all structures and improvements on said parcels, which parcels shall hereafter be collectively referred to as the "Ragdale Properties"; and

WHEREAS, as part of the consolidation of the Ragdale Properties, the parties desire to set forth the terms and conditions for the development, use, occupancy, operation, and management of the Ragdale Properties in an agreement, which agreement shall restate, amend, and supersede the 1986 Agreement and the 1986 Leases; and

WHEREAS, the parties further desire to amend and update the Special Use Permits governing the Ragdale Properties; and

WHEREAS, the Ragdale Properties, located on North Green Bay Road in Lake Forest, Illinois, and formerly part of the Howard Van Doren Shaw estate, constitute a unique part of the cultural and aesthetic heritage of the City which, through ownership and lease by the City, will be of great cultural, recreational, and educational benefit to the City, its citizens, and the general public; and

WHEREAS, the primary and overriding objective of the parties to this Agreement is to maintain and preserve the Ragdale Properties so that such Properties will continue to be devoted to cultural, educational, and recreational uses, and so that the unique ambience of the Ragdale Properties shall continue to be available to and enjoyed by the citizens of the City and the general public; and



WHEREAS, it is also the intent and understanding of the parties that, subject to the provisions of this Agreement, the Foundation will continue in existence and, during the term of this Agreement, will continue to operate the Ragdale Properties as an artists' retreat and continue to use the Ragdale Barn and the Ragdale House in substantially the same manner as the Foundation has been operating such Properties since its inception in accordance with its Articles of Incorporation and By-Laws, notwithstanding the donation of the Ragdale Properties to, and ownership and control by, the City;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements set forth below, the parties hereby agree as follows:

**Section 1. Recitals.** The foregoing recitals are material to this Agreement and are incorporated herein as if fully set forth in this Section 1.

**Section 2. Supersede.** This Agreement shall supersede, replace, and repeal the 1986 Agreement and the 1986 Leases in their entirety. The use, occupancy, development, maintenance, and operation of the Ragdale Properties shall hereafter be governed by this Agreement, as well as the Special Use Permits (as such permits may be amended in accordance with this Agreement).

**Section 3. Conveyance of the Parking Parcel and Friend's Studio.** Within 60 days after the execution of this Agreement, the Foundation shall convey to the City, by warranty deed, the Parking Parcel and, by bill of sale, the studio located on the City Ragdale Parcels and commonly known as Friend's Studio.

**Section 4.** [Intentionally omitted.]

**Section 5. Consolidation of the Ragdale Properties.** Within 180 days after the execution of this Agreement, the City shall approve a Plat of Consolidation for the Ragdale Properties to consolidate the City Ragdale Parcels into one recorded lot, and the Option Parcel into a second recorded lot, which Plat of Consolidation shall be promptly recorded with the Lake County Records' Office.

**Section 6. Operating Agreement for the Ragdale Properties.** Concurrent with the execution of this Agreement, the City shall enter into an agreement with the Foundation relating to the operation of the Ragdale Properties on the terms and conditions contained in the operating agreement attached hereto and made a part hereof as Exhibit H (the "Ragdale Operating Agreement").

**Section 7. City's Payment to the Foundation.** In consideration of the Foundation's agreements and undertakings pursuant to this Agreement and the Ragdale Operating Agreement, the City agrees to pay to the Foundation a total of \$744,383.48 (the "City Funding"), which amount the Foundation agrees to use exclusively for the upkeep, maintenance, repair, and replacement of the Ragdale Properties. The City shall pay the City Funding in five installments in accordance with the following schedule:

1.	Upon Effective Date of this Agreement	\$162,262.52
2.	Upon the first anniversary of the Execution Date	155,275.14
3.	Upon the second anniversary of the Execution Date	148,588.65
4.	Upon the third anniversary of the Execution Date	142,190.09
5.	Upon the fourth anniversary of the Execution Date	136,067.08

The entire first payment shall be made directly to the Foundation. For all other payments of the City Funding, 50% shall be paid directly to the Foundation, and 50% shall be deposited in a joint order escrow (the "Escrow") to be established by the City and the Foundation with a third party escrowee, and no funds shall be disbursed from the Escrow unless approved by both the Foundation and the City; provided, however, that on July 1, 2006, the parties shall terminate the Escrow and all City Funding (including interest thereon) remaining therein shall be delivered to the Foundation for use in accordance with the purposes set forth in this Section. The Foundation shall direct the Escrow agent how to invest the City Funding in the Escrow, subject to the approval of the City Manager.

**Section 8. Special Use Permit.** Concurrent with the approval of this Agreement, and pursuant to the application filed by the Foundation and the City and the recommendations of the City's Zoning Board of Appeals, the City shall adopt an ordinance amending the Special Use Permits in their entirety, which ordinance shall be substantially in the form attached hereto and made a part hereof as Exhibit I (the "Amended and Restated Special Use Permit"). The Foundation shall execute the acceptance form for the Amended and Restated Special Use Permit within 30 days after it is approved by the City Council.

**Section 9. Reports and Inspections.** The Foundation shall submit to the City, on an annual basis, (a) an audited financial statement of the Foundation's most recently completed fiscal year, (b) a status report on the Foundation's fundraising activities, and (c) a report or reports regarding the Foundation's maintenance, operation, and repair activities on the Ragdale Properties (including the amounts expended on such activities) and a summary of the withdrawals of the City Funding from the Escrow as applicable. In addition, the City shall be permitted, on at least an annual basis, to perform a comprehensive inspection of the Ragdale Properties, including the interior of any building or structure on the Ragdale Properties. The City agrees to provide notice to the Foundation at least seven days prior to any such inspection. The City and the Foundation shall cooperate in scheduling inspections on turnover days for artist residents in order to minimize disruption.

**Section 10. Tax Exemption.**

A. **Current Tax Exemption.** The parties shall take all action to obtain, establish, and maintain the exemptions of the City Ragdale Parcels from State of Illinois real estate taxes.

B. **Additional Properties.** If additional properties are donated to the City to be included under the terms of this Agreement, the parties shall cooperate in applying to the appropriate authorities for exemption of such properties from State of Illinois real estate taxes.

C. Failure to Obtain Exemption. Failure to obtain or delay in obtaining a real estate tax exemption as provided above shall not constitute a breach of this Agreement.

D. Refund. The parties shall cooperate in seeking a refund of any real estate taxes that had been paid prior to the grant of a tax exemption, and such refund shall be paid to the party who made such tax payment.

**Section 11. The Ragdale Supervisors.**

A. Creation; Powers and Duties. A committee of five persons shall be established from time-to-time, known as the Ragdale Supervisors, for the purposes of overseeing the Ragdale Properties in accordance with this Agreement and determining or resolving disputes between the City and the Foundation. Specifically, the Ragdale Supervisors shall have responsibility, subject to the terms of this Agreement, for the following:

1. Resolving disputes between the City and the Foundation relating to the appropriateness of scheduling of the respective uses of the Ragdale Properties by the City and the Foundation so as to eliminate or minimize conflicts between them and to maximize the advantageous and beneficial use of the Ragdale Properties for the City and the Foundation.
2. Resolving disputes between the City and the Foundation relating to the need for or sufficiency of upkeep, maintenance, repair, or replacement activities of the Foundation with respect to the Ragdale Properties in accordance with the Ragdale Operating Agreement.
3. Determining the appropriateness and design of any addition to, remodeling of, or major structural change proposed by the Foundation or otherwise required in the Ragdale House, the Ragdale Barn, or any accessory building on the Ragdale Properties.
4. Determining the appropriateness and design of any new building proposed by the Foundation for the Ragdale Properties.
5. Determining the extent to which and the manner in which the Ragdale Properties (including the House, Barn, and other accessory buildings) shall be rebuilt, replaced, restored, or repaired in the event of damage caused by fire, storm, or other casualty, and determining the application of insurance proceeds from policies required by the Ragdale Operating Agreement.
6. Determining whether a breach has occurred or been cured, and resolving other disputes that may arise between the parties, in connection with this Agreement or the Ragdale Operating Agreement.

B. Members; Terms. The Ragdale Supervisors shall include two persons selected by the Foundation and two persons selected by the City, which Supervisors shall serve for a period

not exceeding two years. The persons selected by the Foundation as Supervisors shall be then-acting Trustees of the Foundation at the time of their initial selection. The Ragdale Supervisors appointed by the City and the Foundation in turn shall appoint fifth person who shall serve as Chairperson and who shall also serve for a period not exceeding two years. The person appointed as Chairperson shall not be serving as an officer or trustee of the Foundation nor on the City Council or any Board or Commission of the City or on any School Board in the City at the time of such appointment, nor shall the Chairperson be an employee, contractor, or paid consultant of the City or the Foundation, nor a member of the immediate family of any of the foregoing. Supervisors may be re-appointed to serve for additional periods, but vacancies in the office of Supervisor need not be filled unless there is a need to convene the Supervisors; under such circumstances, any vacancy shall be filled by the party who selected the Supervisor whose office is vacant. A vacancy in the office of Chairperson shall be filled by action of all of the remaining Supervisors. The Supervisors may appoint representatives of organizations that may from time-to-time use the Ragdale Properties under agreement with or license from the City to participate in meetings of the Supervisors, but such representatives shall serve in an advisory capacity only and shall not have a vote at any such meeting upon matters coming before the Supervisors.

C. Meetings. The Ragdale Supervisors shall meet on an as-needed basis at a time fixed by them (a) to review the operations of the Ragdale Properties; (b) to formulate recommendations for the continued operation of the Ragdale Properties as they shall deem appropriate; and (c) to select the Chairperson of the Supervisors. The Supervisors shall also meet within 30 days after receiving notice from any of the parties to this Agreement of a matter or dispute for which the parties have failed to come to agreement and for which the determination of the Supervisors is requested or provided for by Subsection 11.A(1-6). In addition, the Supervisors shall meet as often as may be necessary to resolve or determine any matter or dispute submitted to them as expeditiously as possible. The presence of four Supervisors shall constitute a quorum at any meeting. The affirmative vote of four Supervisors shall be required for any determination or other action by the Supervisors.

D. Rules and Procedures. The Supervisors shall follow such procedures, including keeping appropriate written records of meetings held and action taken, as are consistent with procedures followed by the Boards and Commissions of the City. The Supervisors may consult with or engage the services of experts, including attorneys, to assist the Supervisors in reaching any decision, and the costs incurred in such consultation or engagement shall be shared equally by the City and the Foundation.

E. Review by City Council. The determination of the Supervisors with respect to any matter or dispute referred to them shall be subject to review by the City Council of the City. The City Council shall be promptly advised of such determinations after they have been made. With respect to each such determination, the City Council may (a) approve it; (b) approve it subject to such conditions or modifications as the City Council deems appropriate; or (c) disapprove it. In the event that a determination of the Supervisors is approved subject to conditions or modifications or is disapproved, the matter shall be returned to the Supervisors for reconsideration and for determination in the same manner as if the matter had been originally referred to the Supervisors. If the City Council fails to act upon any determination of the Supervisors within 60 days after being advised thereof, the determination shall be deemed to

have been approved unless the Council determines that it requires additional time, not exceeding 60 days, to review the matter. A determination by the Supervisors that is approved by the City Council shall be final and binding on the parties. A determination by the Supervisors that is approved by the City Council subject to modifications or conditions shall be binding upon the parties if the Supervisors agree to the modifications or conditions. In the event that the Supervisors shall certify to the City Council that they have been unable, after reasonable efforts, to make a determination of any matter referred to them or returned to them for reconsideration (including the selection of a Chairperson), by reason of a lack of a quorum or lack of the requisite number of affirmative votes as provided in Subsection 11.C, the matter shall be submitted to the City Council and the determination of the City Council on the matter shall be final and binding on the parties.

F. Limitations. The parties acknowledge and agree that any actions or determinations of the Supervisors shall be in addition to, and shall not replace or affect, approvals and procedures that may otherwise be required by applicable federal, state, or local laws, including the ordinances, codes, and regulations of the City.

#### Section 12. Additional Properties and Donations.

A. Additional Properties. With the consent of the City and the Foundation, additional properties donated or leased to the City or otherwise acquired by the City may become subject to the terms of this Agreement.

B. Donations. Donations may be accepted by the City and applied to the preservation, improvement, or restoration of the Ragdale Properties or any portion thereof or for any other purpose which is compatible with the operation of the Ragdale Properties, under such conditions and limitations as the donor may specify. To the extent required, the City shall keep all such donations in a separate fund to be expended solely for the purposes specified.

Section 13. Breach of the Agreement. In the event of a breach of the terms of this Agreement by the City or the Foundation, the non-breaching party shall give written notice to the other specifying the nature and details of the alleged breach. The breaching party shall have 30 days after receipt of said notice in which to cure said breach (provided that if such breach is not reasonably susceptible of cure within said 30 day period and if the breaching party is diligently and continuously pursuing such cure to completion, then such cure period shall be extended for such period of time as is reasonably necessary to complete the curative activities). If the breach is not cured within such 30 day period (as it may be extended), or if, within said period, the breaching party shall not agree that a breach has occurred or that it has been cured, either party may request that the matter be resolved by the Ragdale Supervisors, who may, in the event that they shall find that a breach of this Agreement has occurred and has not been cured, determine the appropriate remedy for said breach.

Section 14. Term of Agreement. The term of this Agreement shall be for an initial period of ninety-nine years, and shall thereafter continue in effect for additional periods of five years each unless sooner terminated as provided in Section 15 of this Agreement.

**Section 15. Termination.**

A. **Terminating Events.** This Agreement shall terminate upon the occurrence of any one or more of the following events:

1. Mrs. Hayes, the Foundation, and the City mutually agree to terminate this Agreement.
2. Either the City or the Foundation gives written notice to the other of its intention to terminate the Agreement at least 90 days prior to the expiration of the initial term of this Agreement, or prior to the expiration of any extended period as provided in Section 14, in which event the Agreement shall terminate upon the expiration of the initial term or extended period, as the case may be.
3. The following changes to the organizational structure of the Foundation:  
(a) dissolution of the Foundation, whether voluntary or involuntary; (b) merger of the Foundation into, or acquisition of the Foundation by, another organization; (c) the disposition of all or a substantial portion of the assets and properties of the Foundation; or (d) such a substantial change in the purposes or functions of the Foundation that it is no longer able to operate an artists' retreat on the Ragdale Properties unless (i) the organization succeeding to or acquiring the Foundation or acquiring its assets and properties shall be capable of carrying on the activities of the Foundation and shall agree to assume the Foundation's obligations and responsibilities under this Agreement and (ii) the City shall consent to the substitution of such organization as a party to this Agreement in lieu of the Foundation.
4. In the event that the Ragdale House suffers "material damage" (as defined in Section 10.D of the Ragdale Operating Agreement) and, within a period of 180 days from the date that the existence of such "material damage" has been determined, the City, the Foundation, and the Ragdale Supervisors fail to come to an agreement upon an acceptable program for the rebuilding, repair, or restoration of the Ragdale House.
5. Upon termination of the Ragdale Operating Agreement.
6. Upon termination of the Amended and Restated Special Use Permit.

B. **City's Use of the Ragdale Properties Upon Termination.** Upon termination of this Agreement, the City may at its option (i) operate and manage the Ragdale Properties or any portion thereof; (ii) lease the Ragdale Properties or any portion thereof to other persons or organizations; or (iii) sell or dispose of the Ragdale Properties or any portion thereof; provided, however, that, except as provided in Subsection 15.D below, prior to December 31, 2035 no sale, lease, or other disposition of the Ragdale Properties or any portion thereof shall be made, except to a not-for-profit organization whose purposes are educational, artistic, or charitable; and



provided further that the use and occupancy of the Ragdale Properties shall at all such times be subject to the terms and conditions of this Agreement; and provided further that any use of the Ragdale Properties shall give suitable recognition to the memory of Howard Van Doren Shaw.

C. Disposal of the Ragdale Properties. Upon termination of this Agreement and subsequent to December 31, 2035, the City may use, sell, lease, or otherwise dispose of the Ragdale Properties free of all restrictions imposed by Subsection 15.B.

D. Chicago Community Trust Funds. The parties acknowledge that Mrs. Hayes has transferred to the Chicago Community Trust, pursuant to that certain "Alice Judson Hayes Ragdale Fund Deed of Gift" dated December 19, 1994, as amended as of May 16, 2001 (the "CCT Gift"), substantial funds for the preservation of the Ragdale House and the Ragdale Barn on the Ragdale Properties, as well as for the benefit of the Foundation while it operates from the Ragdale Properties. The parties further acknowledge that the City has entered into this Agreement and has agreed to the restrictions imposed on its disposition of the Ragdale Properties as set forth in Subsection 15.B in reliance on the opportunity to seek funds from the CCT Gift that are reasonably necessary for the preservation of certain structures on the Ragdale Properties. The parties therefore agree that:

- (1) In the event that the Foundation ceases to occupy the Ragdale Properties, the City shall for a period of not less than 18 months diligently seek to secure one or more uses and occupants of the Ragdale Properties that are consistent with the limitations set forth in Subsection 15.B (the "Search Period");
- (2) If the City is unable to secure during the Search Period at least one use and occupant for the Ragdale Properties conforming to the limitations of Subsection 15.B that does not require financial assistance from the City, then the City shall, until 2035, continue to take reasonable efforts to preserve the Ragdale Properties (including the Ragdale House and the Ragdale Barn), but the City shall be released from the limitations of Subsection 15.B on the use of the Ragdale Properties.

## Section 16. General Provisions.

A. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be (a) personally delivered, (b) delivered by a reputable overnight courier, or (c) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Telecopy notices shall be deemed valid only to the extent that they are (i) actually received by the individual to whom addressed and (ii) followed by delivery in the manner described in either (a), (b) or (c) above within three business days thereafter. Unless otherwise expressly provided in this Agreement, notices shall be deemed received at the earlier (x) of actual receipt, or (y) one business day after deposit with an overnight courier as evidenced by a receipt of deposit or (z) three business days following deposit in the U.S. mail, as evidenced by a return receipt. Notices shall be directed to the parties at their respective addresses set forth below or at such other address as either party may, from time to time, specify by written notice to the other in the manner described above:

Mrs. Hayes:

Alice R. Hayes  
5550 S. Shore Drive, #615  
Chicago, Illinois 60637

City:

The City of Lake Forest  
220 E. Deerpath  
Lake Forest, Illinois 60045  
Attention: City Manager

Foundation:

The Ragdale Foundation  
1260 N. Green Bay Road  
Lake Forest, Illinois 60045

B. Binding Effect. The benefits of this Agreement shall inure to and the obligations hereof shall be binding upon the heirs, personal representatives, successors, and assigns of the respective parties hereto; provided, however, that Mrs. Hayes' heirs, personal representatives, successors, and assigns shall not be entitled to enforce the provisions of this Agreement nor shall they otherwise be deemed to be a party with respect to the benefits conferred under this Agreement following Mrs. Hayes' death or incapacity.

C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

D. Non-Waiver. The failure of one of the parties to enforce against the other any term, covenant, or condition of this Agreement shall not be deemed a waiver thereof, nor void or affect the right of the aggrieved party to enforce the same term, covenant, or condition on the occasion of any subsequent breach or default; nor shall the failure of either party to exercise any option in this Agreement upon any occasion arising therefor be deemed or construed to be a waiver of the right to exercise that same kind of option upon any subsequent occasion.

E. No Joint Venture. It is hereby understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture between the parties hereto, it being agreed that no provision herein contained nor any acts of the parties herein shall be deemed to create any relationship between the parties hereto other than the relationship of the parties, as set forth herein.

F. Consents. Whenever the consent or approval of either party is required herein, such consent or approval shall be in writing and shall not be unreasonably withheld or delayed, and, in all matters contained herein, both parties shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

G. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws, but not the conflict of laws rules, of the State of Illinois.

H. Severability. If any term, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

I. Grammatical Usage and Construction. In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

J. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions hereof. Moreover, each and every provision of this Agreement shall be construed as though all parties hereto participated equally in the drafting thereof. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable hereto.

K. Headings. The table of contents, heading, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

L. Exhibits. Exhibits A through I attached hereto are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

M. Amendments and Modifications. This Agreement may not be modified or amended except by written instrument executed by each of the parties hereto. Any such amendment is subject to the proviso contained in Subsection 16.B of this Agreement concerning Mrs. Hayes. Notwithstanding the foregoing, the parties, or any of them, may amend or seek amendments to the Ragdale Operating Agreement and the Amended and Restated Special Use Permit without first amending this Agreement provided that such amendment does not conflict directly with the terms of this Agreement.

N. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

O. Effective Date. This Agreement shall be in full force and effective as of July 1, 2001 (the "Effective Date").

[END OF TEXT; SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

WITNESS:

Victor G. Filippini, Jr.

Alice R. Hayes  
ALICE R. HAYES

ATTEST:

Victor G. Filippini, Jr.

THE RAGDALE FOUNDATION, an  
Illinois not-for-profit corporation

By Beth Bates Warner

Its Co-Chair

THE CITY OF LAKE FOREST, a  
municipal corporation

By [Signature]  
Mayor

ATTEST:

Kahut R. Keefe, Jr.  
City Clerk



**EXHIBIT A**

**Parcel A**

Lot 1 in Ragdale Subdivision, a subdivision of a part of Lot 1 in Clay Judson Subdivision together with part of Lot 16 in Owner's Subdivision, in the Northeast Quarter (1/4) of Section 29, Township 44 North, Range 12 East of the Third Principal Meridian, City of Lake Forest, Lake County, Illinois, according to the Plat of Subdivision thereof approved by the City Council of Lake Forest on February 15, 1986, and filed for record with the Recorder of Deeds of Lake County, Illinois, on February 26, 1986 as Document No. 2422824, subject to a 33-foot easement along the North boundary line of Lot 1 for ingress and egress and utilities as set forth in the said Plat.

**EXHIBIT B**

**Parcel B**

That part of Lot 16 in Owner's Subdivision in the North East quarter of Section 29, Township 44 North, Range 12, East of the 3rd P.M., described as follows: Commencing at the North West corner of said Lot 16; thence South along the West line of said Lot 16, 220.00 feet; thence East parallel with the North line of said Lot 16 along the South line of premises conveyed by Document 432170, 1450.00 feet; thence North 80 degrees 52 minutes East along the Southerly line of premises conveyed by Document 432170, 120.69 feet to the point of beginning of the description for the premises hereby described; thence North 80 degrees 52 minutes East along the Southerly line of premises conveyed by Document 439170, 96.15 feet; thence North 68 degrees 08 minutes East along the Southerly line of premises conveyed by Document 432170, 204.46 feet, more or less, to the Westerly line of Green Bay Road; thence South 21 degrees 34 minutes 30 seconds East along said Westerly line of Green Bay Road, 195.00 feet more or less, to a point 321.60 feet North Westerly from the South Easterly corner of said Lot 16; thence South 81 degrees 14 minutes 30 seconds West, 222.31 feet, more or less, to a point North 12 degrees 16 minutes West, 3.00 feet from an angle point in the Northerly limits of the premises conveyed by Document 448792; thence South 77 degrees 44 minutes West, 113.80 feet and thence North 9 degrees 46 minutes 20 seconds West, 150.08 feet, more or less, to the place of beginning, in Lake County, Illinois, together with an 11-foot easement lying northerly of and adjoining the above described premises extending from the westerly line of Green Bay Road to the westerly boundary of the above described premises, extended northerly, for ingress and egress from and to Green Bay Road and for a right of way at all times and for all purposes as set forth by that certain Easement Agreement dated December 27, 1978 and recorded January 23, 1979 as Document No. 1974369 in Lake County, Illinois.

**EXHIBIT C**

**The Garden Parcel**

Lot 2 in Ragdale Subdivision according to the plat thereof filed for record with the Recorder of Deeds of Lake County, Illinois, February 26, 1986, as Document 2422824, in the NE ¼ Sec. 29 Twp. 44N, R12E, in the City of Lake Forest, Lake County, Illinois (consisting of .4876 acres more or less).

**EXHIBIT D**

**The Parking Parcel**

Lot 2 in Clay Judson Subdivision according to the plat thereof filed for record with the Recorder of Deeds of Lake County, Illinois, on July 7, 1953 as Document 795553, in Book 1185 of Records, Page 73, in the N 1/2 Sec. 29 Twp. 44N, R12E, in the City of Lake Forest, Lake County, Illinois (consisting of .5487 acres more or less).

**EXHIBIT E**

**Parcel C**

That part of Lot 2 in Ragdale Subdivision, a subdivision of a part of Lot 1 in Clay Judson Subdivision together with part of Lot 16 in Owner's Subdivision, in the Northeast Quarter (1/4) of Section 29, Township 44 North, Range 12 East of the Third Principal Meridian, City of Lake Forest, Lake County, Illinois, according to the Plat of Subdivision thereof filed for record with the Recorder of Deeds of Lake County, Illinois, on February 26, 1986 as Document No. 2422824, lying south of a line parallel to and 40 feet southerly of the north boundary line of said Lot 2.



**EXHIBIT F**

**Legal Description of the Log Cabin Parcel**

Lot 4 in Ragdale Subdivision according to the plat thereof filed for record with the Recorder of Deeds of Lake County, Illinois, February 26, 1986, as Document 2422824, in the NE  $\frac{1}{4}$  Sec. 29 Twp. 44N, R12E, in the City of Lake Forest, Lake County, Illinois (consisting of .4876 acres more or less).

**EXHIBIT G**

**Legal Description of the Option Parcel**

That part of Lot 4 in Ragdale Subdivision according to the plat thereof filed for record with the Recorder of Deeds of Lake County, Illinois, February 26, 1986, as Document 2422824, in the NE ¼ Sec. 29 Twp. 44N, R12E, described as follows:

That portion North of the northerly line of Lot 1 in Clay Judson Subdivision, according to the Plat of said Subdivision recorded July 7, 1953 as Document No. 795553 in Book 1185 of Records, Page 73, and commonly known as Parcel "Y" as set forth in the Modification Agreement dated December 21, 1986.

JLD JR

Operating Agreement for the Ragdale Properties

THIS OPERATING AGREEMENT is made as of the 24th day of July, 2001, by and between **THE CITY OF LAKE FOREST**, an Illinois municipal corporation (the "City") and the **RAGDALE FOUNDATION**, an Illinois not-for-profit organization (the "Foundation"), which parties, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

**Section 1. Operating Rights and Responsibilities.** The City hereby grants, authorizes, and appoints the Foundation, and the Foundation hereby accepts such grant, authorization, and appointment from the City, all operating, use, and management rights and responsibilities relating to the real property and all structures and improvements located thereon, located in Lake Forest, Illinois, commonly known as the Ragdale Properties, and legally described in Exhibit 1 attached hereto (the "Property"), on the terms and conditions set forth herein. Notwithstanding the grant of authority and responsibility for the Property to the Foundation, the City retains certain rights to use the Property, as more fully set forth in Subsection 5.B of this Operating Agreement.

**Section 2. Term and Charges.**

A. **Term.** The Foundation shall operate, use, and manage the Property for an initial term of ninety-nine years, and, following the expiration of the initial term, the Operating Agreement may be renewed by Foundation for renewal terms of five years each, unless sooner terminated as hereinafter provided. The initial term and any renewal term shall be collectively known as the "Term."

B. **Use Charges.** The Foundation shall pay the City an annual base fee of \$10.00 at the beginning of each year during the Term of this Operating Agreement.

C. **Additional Charges and Fees.** The Foundation shall pay such additional fees and charges as may be provided in this Operating Agreement.

**Section 3. Taxes.** The Foundation shall pay, promptly and before they become delinquent, all general and special real estate taxes assessed during the Term of this Operating Agreement, if any, upon or against the land and improvements comprising the Property. In the event that the Foundation does not timely pay any real estate taxes when due, the City shall have the right, but not the obligation, to pay such taxes, and the amount of such taxes and any interest or penalties assessed upon any past-due taxes (plus the full amount of any expenses, including attorneys' fees, incurred by the City in recovering any taxes, interest, or penalties paid from Foundation) shall be deemed an additional charge due from the Foundation under this Operating Agreement.

#### **Section 4. Use.**

A. **Foundation's Use.** During the term of this Operating Agreement, the Foundation may use and occupy the Property for an artists' retreat in the same manner and for the same purposes as such Property has been and continues to be used and occupied as of the date of this Operating Agreement and in accordance with the Foundation's Articles of Incorporation and By-Laws as in effect from time-to-time, subject to the terms and conditions of this Operating Agreement. In connection with the artists' retreat functions of the Foundation, the Property may be used for lectures, tours, workshops, and other community programs, as well as for the Foundation's office functions and other uses authorized by the Ordinance (as defined in Section 5.C of this Agreement). The Foundation may construct additional buildings and structures on the Property, provided that (i) the Foundation shall apply for and obtain all necessary permits and approvals from applicable federal, state, and local agencies and governmental bodies, including amendments to both the special use permit and this Operating Agreement, and (ii) the use of any such building or structure shall be consistent with the current uses on the Property.

B. **City's Use.** During the term of this Operating Agreement, the City may occupy and use the Property for such uses and purposes as the City may determine to be in the public interest and as are reasonably compatible with the concurrent use of the Property by the Foundation, in accordance with the terms of this Operating Agreement. Without limiting the generality of the foregoing, it is contemplated that the City may permit appropriate space in the Ragdale House or elsewhere on the Property to be used by Boards and Commissions of the City and by organizations (i) for meetings; (ii) for memorials to distinguished citizens or former citizens of the City; and (iii) for other educational, recreational, and cultural purposes as are in keeping with the character of the Property and the other uses to which the Property is put. In addition, the City may make occasional use of the Ragdale House, the meeting rooms and patio areas of the Ragdale Barn, and other locations on the Property for special events, seminars, exhibits, and meetings of or sponsored by community groups that do not interfere or conflict with the Foundation's use of such areas. In the event that proposed uses of the Property conflict, the Ragdale Supervisors, in accordance with the "Restated and Amended Agreement for the Ragdale Properties" between the City, the Foundation, and Mrs. Alice R. Hayes dated July 24, 2001 (the "Ragdale Agreement"), shall determine which use shall be allowed, it being the understanding of the parties that the Property is intended primarily as an artists' retreat and for cultural, educational, and recreational uses. In addition, effective 31 December, 2001, the City shall vacate the existing area of the Property used for a sign shop (the "Sign Shop").

#### **Section 5. Conditions of Use.**

A. **Governmental Approvals.** The Foundation shall, at its sole cost and expense, obtain and abide by any governmental approval that may be required in connection with the use of the Property for the Foundation's intended use, including, without limitation, an amendment to the existing special use permit for the Property.

B. **Restated and Amended Agreement.** The use and operation of the Property is subject to the terms and conditions of the Ragdale Agreement and shall be in conformance with such Agreement.

C. Special Use Permit. The use and operation of the Property is subject to the terms and conditions of The City of Lake Forest "Ordinance Granting an Amended and Restated Special Use Permit for the Ragdale Properties," adopted by the City Council of the City of Lake Forest on June 21, 2001 (the "Ordinance"), and shall conform with the terms and conditions of such Ordinance.

Section 6. Undisturbed Use. Subject to the other terms and provisions of this Operating Agreement, the City covenants and agrees that upon performance by the Foundation of all terms, covenants, and conditions of this Operating Agreement applicable to the Foundation, the Foundation shall peaceably and quietly enjoy undisturbed use of the Property, as well as the other rights and privileges granted for the Term demised without hindrance or interference by the City.

Section 7. Utilities. From the date of execution of this Operating Agreement and continuing throughout the Term, the Foundation shall be responsible for obtaining any utility services for the Property that it desires and paying all charges for such utility services used or consumed by the Foundation on the Property. The City agrees to cooperate with the Foundation and any utility company requesting utility easements over, under, and across the Property in order to provide utility service to the Property. In the event that the Foundation does not timely pay any charge for utility services when due, the City shall have the right, but not the obligation, to pay such charges, and the amount of such charges and any interest or penalties assessed upon delinquent charges (plus the full amount of any expenses, including attorneys' fees, incurred by the City in recovering any paid utility charges, penalties, or interest from the Foundation) shall be deemed additional charges due from the Foundation under this Operating Agreement.

Section 8. Access. In addition to such access as is reasonably necessary and convenient for the City's use of the Property pursuant to Section 4 of this Operating Agreement and the City's inspection rights pursuant to Section 9 of the Ragdale Agreement, the City and its agents shall have the right to enter the Property for the purpose of examining and inspecting any part of the Property upon seven days' advance notice to Foundation if the City deems it necessary or desirable to determine compliance with this Operating Agreement; provided, however, that notice to the Foundation shall not be required in the event of a bona fide emergency; provided further, however, that the City and the Foundation shall cooperate to the extent feasible in scheduling inspections on turnover days for artist residents in order to minimize disruption.

Section 9. Upkeep, Maintenance, Repair, and Replacement.

A. Foundation's Responsibilities. The Foundation shall have the responsibility, at its sole cost and expense, for the upkeep, maintenance, repair, renewal, and replacement of the Property and the improvements thereon in a safe, sanitary, and sound condition in order that such Property may continue to be used for the purposes set forth in this Operating Agreement and the character of such Property may be preserved during the term of this Operating Agreement. The Foundation's responsibilities shall include, without limitation, the following:



1. General outside maintenance and upkeep of the Property, driveways, parking areas, and fences, including, but not limited to, maintenance of the grassy areas, brush, leaf, and snow removal, and spring and fall cleanup.
2. Exterior repair, upkeep, and maintenance of the Ragdale House, the Ragdale Barn, and accessory buildings and structures, including, but not limited to, repair and upkeep of roof, gutters, windows, window frames, and storm windows, and repair and repainting of exterior surfaces.
3. Upkeep, maintenance, repair, and replacement of the heating, electrical, sewage, and water systems in or for the Ragdale House, the Ragdale Barn, and other accessory buildings and structures.
4. Upkeep, maintenance, repair, and replacement of the interior areas of the Ragdale House, the Ragdale Barn, and other accessory buildings and structures.
5. Upkeep, maintenance, repair, and preservation of any of the City's personal property that may be used by the Foundation as part of its occupancy of the Property. In connection with such personal property (if any), the City shall have the right to inventory, inspect, and take other appropriate measures necessary to ensure that such personal property is not damaged, wasted, or destroyed.

The City acknowledges and agrees that, so long as the Foundation maintains the Property (including the Ragdale House and Ragdale Barn) in a safe, sanitary, and sound condition, ordinary upkeep, maintenance, repair, renewal, and replacement shall not require the Foundation to cause the Property to be in full compliance with all current codes of the City; provided, however, that any work requiring a permit from the City shall be performed in accordance with the then-current codes of the City. In addition, to the extent the Foundation undertakes repair work on the Property for which the City receives proceeds under an applicable insurance policy or similar coverage, the City shall reimburse the Foundation for its actual repair costs, but in no event more than the insurance proceeds that the City has actually received.

B. City's Remedies. In the event that the City determines that the Foundation has failed to satisfactorily upkeep, maintain, repair, or replace the Property as required by this Operating Agreement, the City shall have the option, but not the obligation, (a) to perform such upkeep, maintenance, repair, or replacement itself and to be reimbursed for such upkeep, maintenance, repair, or replacement work by the Foundation upon invoice therefor, which reimbursement amount (plus the full amount of any expenses, including attorneys' fees, incurred by the City in recovering such reimbursement amount from the Foundation) shall be deemed an additional charge under this Operating Agreement or (b) to terminate this Operating Agreement, subject to the cure provisions contained in Paragraph 16.A.1 of this Operating Agreement.

C. Carryover Maintenance. The City and the Foundation agree that, prior to the execution of this Agreement, they had identified the need for maintenance work relating to the

porch and the west wall of the basement in the Ragdale House (the "Carryover Maintenance Work"). The parties agree that the Foundation shall assume responsibility for the Carryover Maintenance Work; provided that the City shall reimburse the Foundation for the actual costs incurred in connection with the Carryover Maintenance Work in an amount not to exceed Thirty Thousand Dollars (\$30,000.00).

**Section 10. Additions and Major Structural Changes; Rebuilding in the Event of Fire or Other Casualty.**

- A. Improvements to Property. Any addition, remodeling, new construction, or major structural changes to the Property or any building or structure thereon shall be permitted only if: (i) such addition, remodeling, new construction, or change shall not adversely affect the parties' ability to use the Property for its intended purposes (exclusive of disruption due to construction); (ii) such addition, remodeling, new construction, or change shall conform to the terms of this Operating Agreement (including the approval of the Ragdale Supervisors pursuant to the Ragdale Agreement) and applicable building codes; (iii) such addition, remodeling, new construction, or change shall be undertaken at no cost to the City unless the City proposes the addition, remodeling, new construction, or major structural changes, in which case the Ragdale Supervisors shall, in addition to its other responsibilities, determine (a) whether such addition, remodeling, new construction, or change is necessary and (b) if it is necessary, how the cost of such addition, remodeling, new construction, or change shall be apportioned between the City and the Foundation (provided that the cost for any work required pursuant to Section 9 of this Operating Agreement shall be borne exclusive by the Foundation).
- B. Damage other than Material Damage. In the event that the Property or any structure or other improvement thereon is damaged by fire, storm, or other casualty (with the exception of "material damage" as defined in Subsection D) the repair, rebuilding, replacement, or restoration of the damaged property shall be completed by the Foundation at the Foundation's expense (subject to the City's obligation to apply any insurance proceeds to the repair, rebuilding, replacement, or restoration of the damaged property) and in a manner consistent with the design, character, and quality of the improvements to be restored; provided, however, that the proceeds of any insurance covering said damage (including, without limitation, the insurance obtained by the City pursuant to Section 12 hereof) shall be first applied to the costs of such repair, rebuilding, restoration, or replacement.
- C. Material Damage. In the event that the Ragdale House is damaged by fire, storm, or other casualty and such damage is "material damage" as defined in Subsection D, the damaged property shall be rebuilt, repaired, restored, or replaced only if, within 180 days after such damage has been determined to be "material damage" as provided in Subsection D, the City and the Foundation agree on and the Ragdale Supervisors approve: (i) the nature, design, character, and cost of the

work necessary to rebuild, repair, restore, or replace the damaged property in a manner so as to be consistent with the existing building, and (ii) the application of insurance proceeds to the costs of such rebuilding, repair, restoration, and replacement and the allocation of any costs thereof which exceed such insurance proceeds.

- D. Definition of Material Damage. For purposes of Subsections B and C, "material damage" shall be deemed to exist if the Ragdale House is damaged to the extent of 50% or more of its value as determined on a replacement cost basis. If the City and the Foundation cannot agree as to the existence or non-existence of "material damage" within 30 days of the time the damage occurred, the determination shall be made by the Ragdale Supervisors as provided in Section 11 of the Ragdale Agreement. Damage to any accessory building or structure on the Property shall not be deemed to be "material damage."

#### Section 11. Indemnification.

A. The Foundation shall indemnify, save harmless, and defend the City, its boards, committees, commissions, officers, agents, and employees, against any and all lawsuits, claims, demands, liens, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with (i) the Foundation's use, occupancy, or operation of or on the Property; (ii) any act or omission of the Foundation whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Foundation, except to the extent caused by the sole negligence of the City; or (iii) any breach of this Agreement by the Foundation. The City shall have the right, but not the obligation, to discharge any lien that may be placed upon the Property (other than as a result of the sole negligence of the City), and the full amount paid in discharging such lien (plus full amount of any expenses, including attorneys' fees, incurred by the City in recovering the paid lien amount from Foundation) shall be deemed an additional charge upon the Foundation under this Operating Agreement.

B. The City shall indemnify, save harmless, and defend the Foundation, its boards, committees, commissions, officers, agents, and employees, against any and all lawsuits, claims, demands, liens, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, as a direct result of any default under this Agreement by the City.

#### Section 12. Insurance.

A. The City shall maintain and continue in effect its current insurance on the Property. Commencing on May 1, 2011, and continuing throughout the remainder of the Term of this Operating Agreement, the Foundation shall reimburse the City for its costs and expenses (or its proportionate costs and expenses if such insurance is not limited exclusively to the Property and the Foundation) for insuring the Property with, at a minimum, the following policies of insurance or equivalent coverages issued by a company with at least an "A" rating from the most recently published *Alfred M. Best and Company Guide* and authorized to do

business in the State of Illinois or an intergovernmental self-insurance pool authorized by the State of Illinois (such as the Intergovernmental Risk Management Agency):

1. General comprehensive liability insurance, insuring the Foundation against liability for personal and bodily injury, death, or damage to property arising out of the use of the Property by the Foundation. Such insurance shall provide coverage with policy limits of not less than \$5 million in the event of bodily injury or death to one or more persons and in an amount of not less than \$5 million for property damage.
2. Automobile liability insurance, on an "any auto" basis, with a combined single limit for personal injury and property damage not less than \$2 million.
3. Workers' compensation insurance, with such limits as are required by law.
4. Employer's liability insurance, with limits not less than \$500,000 per person-injury and \$1 million per occurrence.

Unless the City and the Foundation otherwise agree and so long as it is commercially reasonable, such policies shall have a maximum per occurrence deductible of \$1,000.00. To the extent feasible, the City shall have the Foundation identified as an "additional insured" (or equivalent) in connection with the foregoing coverages. In the event that the City is unable to obtain such insurance to cover the Foundation on commercially reasonable terms, then the Foundation shall be required to obtain equivalent insurance coverages at its own cost and expense. The City shall endeavor to provide the Foundation with at least 60 days notice of the termination of the Foundation's coverage under and City insurance policy; provided, however, that under no circumstance shall the Foundation use or operate the Property unless the foregoing insurance coverages are in effect. Nothing in this Section 12.A shall prohibit the Foundation from obtaining the required insurance coverages from a carrier different from the City's insurance provider if equivalent coverages (including the minimum amounts of such coverages) are available to the Foundation at a lower premium amount. The City reserves the right to receive, review, and approve any insurance policy that the Foundation proposes to obtain in lieu of the City's insurance coverage.

B. Subject to the availability of insurance on commercially reasonable terms, the City shall maintain, at its sole cost and expense during the term of this Agreement, "all risk" property insurance for the Property in an amount reasonably equivalent to the estimated replacement value of the buildings, structures, and related improvements on the Property (including the Ragdale House and the Ragdale Barn).

C. Upon request of the Foundation, the City shall promptly provide the Foundation with copies of insurance policies or coverage documents that are required under this Section 12.

**Section 13. Eminent Domain.** In the event that all or substantially all of the Property shall be taken by any governmental agency or utility that has the power of eminent domain, then the Foundation shall have the right to terminate this Operating Agreement within 60 days thereafter. Each party shall have the right to maintain its own respective action against the

condemning authority for its respective damages and neither party shall have any interest in any award granted to the other.

**Section 14. Environmental Compliance.**

A. The Foundation shall, at the Foundation's sole cost and expense, comply with all environmental laws pertaining to the Foundation's operations on the Property, including the following (collectively referred to as the "Environmental Laws"):

1. Any applicable federal, state, or local statute, law, ordinance, rule, regulation, code, license, permit, authorization, approval, consent, order, judgment, decree, injunction, directive, requirement by, of, or agreement with any governmental agency, existing as of the Operating Agreement execution date and as enacted or amended thereafter, relating to:
  - a. the protection, preservation, or restoration of the environment (including, without limitation, air, water, vapor, surface water, ground water, drinking water supply, surface land, subsurface land, plant and animal life, or any other natural resource), or to human health and safety; or
  - b. the exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, release, or disposal of, hazardous substances.
2. The Environmental Laws also includes, without limitation, any common law or equitable doctrine (including, without limitation, injunctive relief and tort doctrines such as negligence, nuisance, trespass, and strict liability) that may impose liability or obligations for injuries or damages related or incidental to, or threatened as a result of, the presence of or exposure to any hazardous substance and the following statutes and implementing regulations:
  - a. the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.);
  - b. the Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.);
  - c. the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.);
  - d. the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. § 9601 et seq.);
  - e. the Toxic Substances Control Act, as amended (15 U.S.C. § 2601 et seq.); and



- f. the Occupational Safety and Health Act, as amended (29 U.S.C. § 651 et seq.).

B. Except as is customary for ordinary cleaning and maintenance, the Foundation shall not cause or permit any hazardous substance to be brought, kept, stored, or used in or about the Property in violation of any of the Environmental Laws. "Hazardous substance" includes, without limitation, any explosive or radioactive material, asbestos, asbestos containing material, urea formaldehyde foam insulation, polychlorinated biphenyls, special waste, or petroleum products or any derivative or by-product thereof, methane, toxic waste, pollutant, contaminant, hazardous waste, toxic or hazardous substances, or related materials, as defined in the Environmental Laws.

C. If the Foundation causes or permits any hazardous substance to be brought, kept, stored, or used in or about the Property in violation of any of the Environmental Laws and such violation results in the contamination of the Property, the Foundation shall indemnify, save harmless, and defend the City, and its boards, committees, commissions, officers, agents, and employees, against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the Foundation's acts or omissions in connection with such hazardous substance whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Foundation, except to the extent caused by the sole negligence of the City.

D. The Foundation represents, covenants, and warrants that the Foundation's operations in, on, or under the Property shall be in compliance with all applicable Environmental Laws.

**Section 15. Assignment.** The Foundation may not assign or otherwise transfer all or any part of its interest in this Operating Agreement or in the Property without the prior written consent of the City. Any assignment or transfer without such written consent shall, at the City's option, be deemed to be void and of no force or effect. Notwithstanding any assignment or transfer, the Foundation shall remain fully liable on this Operating Agreement and shall not be released from performing any of the terms, covenants, or conditions of this Operating Agreement.

**Section 16. Default and Other Disputes.**

**A. Foundation Default:**

1. The Foundation shall be in default of this Operating Agreement if the Foundation (i) breaches any covenant or condition of this Operating Agreement and fails to cure such default within 30 days after notice from the City specifying the default complained of (provided that if such default is not reasonably susceptible of cure within said 30 day period and if the Foundation is diligently and continuously pursuing such cure to completion, then such cure period shall be extended for such period of time as is

reasonably necessary to complete the curative activities); or (ii) abandons the Property.

2. In the event of a default as described above, and subject to the provisions of Subsection 16.C of this Agreement, the City shall have the right, at its option, in addition to and not exclusive of any other remedy the City may have in law or equity with only such further demand or notice as may be required by applicable law, to re-enter the Property and eject all persons therefrom, and declare this Operating Agreement at an end.
3. In the event of a default as described above, no re-entry and taking of possession of the Property by the City shall be construed as an election on the City's part to terminate this Operating Agreement, regardless of the extent of renovations and alterations by the City, unless a written notice of such intention is given to the Foundation by the City. Notwithstanding any reletting without termination, the City may at any time thereafter elect to terminate this Operating Agreement for such previous breach.

B. City Default. Subject to Subsection 16.C of this Agreement, the City shall be in default of this Operating Agreement if the City shall breach any of its covenants contained in this Operating Agreement and does not cure such other default within 30 days after notice from the Foundation specifying the default complained of (provided that if such default is not reasonably susceptible of cure within said 30 day period and if the City is diligently and continuously pursuing such cure to completion then such cure period shall be extended for such period of time as is reasonably necessary to complete the curative activities).

C. Determination of Default By Ragdale Supervisors. In addition to the foregoing provisions of this Section regarding events of default under this Operating Agreement, before a non-breaching party shall be entitled to take any action against a breaching party, the non-breaching party shall present the matter to the Ragdale Supervisors for final determination of whether the breaching party is in fact in default of its obligations under this Operating Agreement. In determining whether a default has occurred, the Ragdale Supervisors may prescribe what remedial action the non-breaching party shall be entitled to take against the breaching party.

D. Other Disputes. In addition to matters that may constitute a breach or default under this Operating Agreement, the parties shall attempt to resolve all other disputes arising under this Operating Agreement amicably between themselves. If such efforts do not satisfactorily resolve the dispute, the parties shall present the dispute to the Ragdale Supervisors in accordance with the Ragdale Agreement, and the Ragdale Supervisors shall take such action as is permitted under the Ragdale Agreement to resolve such dispute.

Section 17. Force Maieure. Except as otherwise expressly set forth herein, in the event that either party hereto shall be delayed or hindered in, or prevented from, the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive laws or regulations of governmental agencies, riots, insurrection, war, or other reasons of a like nature not the fault of the party delayed in doing acts

required under the terms, covenants, and conditions of this Operating Agreement (all of such reasons or causes referred to in this Operating Agreement as "Force Majeure"), then performance of such acts shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay.

**Section 18. Termination: Surrender of Property.** This Operating Agreement shall terminate:

1. Upon a default of either of the parties pursuant to the provisions of Section 16 of this Operating Agreement.
2. Upon termination of the Ragdale Agreement.
3. Upon termination of the Ordinance.
4. By mutual consent of the City and the Foundation.
5. Upon violation of Sections 4 or 5 of this Operating Agreement by the Foundation that is not cured within the applicable cure period set forth in Section 16 of this Agreement.

Provided that, with respect to any matter that has been presented to the Ragdale Supervisors pursuant to Section 11 of the Ragdale Agreement, no termination shall be authorized pursuant to Section 18(1) or 18(5) above unless a violation or default has been confirmed in accordance with said Section 11. Upon termination of the Operating Agreement, the Foundation shall deliver possession of the Property to the City, and all improvements or additions to the Property, if any, made to the Property by the Foundation shall become the property of the City without compensation therefor.

**Section 19. General.**

A. **Notices.** Any notice or other communication required or permitted to be given under this Operating Agreement shall be in writing and shall be (a) personally delivered, (b) delivered by a reputable overnight courier, or (c) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Telecopy notices shall be deemed valid only to the extent they are (i) actually received by the individual to whom addressed and (ii) followed by delivery in the manner described in either (a), (b), or (c) above within three business days thereafter. Unless otherwise expressly provided in this Operating Agreement, notices shall be deemed received at the earlier (x) of actual receipt, or (y) one business day after deposit with an overnight courier as evidenced by a receipt of deposit or (z) three business days following deposit in the U.S. mail, as evidenced by a return receipt. Notices shall be directed to the parties at their respective addresses set forth below or at such other address as either party may, from time-to-time, specify by written notice to the other in the manner described above:

City:

City of Lake Forest  
220 E. Deerpath  
Lake Forest, Illinois  
Attention: City Manager

Foundation:

Ragdale Foundation  
1260 N. Green Bay Road  
Lake Forest, IL 60045

B. Binding Effect. The benefits of this Operating Agreement shall inure to and the obligations hereof shall be binding upon the heirs, personal representatives, successors, and assigns of the respective parties hereto.

C. Time of the Essence. Time is of the essence in the performance of all terms, covenants, and conditions of this Operating Agreement.

D. Rights Cumulative. Unless expressly provided to the contrary in this Operating Agreement, each and every one of the rights, remedies, and benefits provided by this Operating Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

E. Non-Waiver. The failure of the City or the Foundation to enforce against the other any term, covenant, or condition of this Operating Agreement shall not be deemed a waiver thereof, nor void or affect the right of the aggrieved party to enforce the same term, covenant, or condition on the occasion of any subsequent breach or default; nor shall the failure of either party to exercise any option in this Operating Agreement upon any occasion arising therefor be deemed or construed to be a waiver of the right to exercise that same kind of option upon any subsequent occasion.

F. No Joint Venture. It is hereby understood and agreed that nothing contained in this Operating Agreement shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture between the parties hereto, it being agreed that no provision herein contained nor any acts of the parties herein shall be deemed to create any relationship between the parties hereto other than the relationship of contracting parties as herein set forth.

G. Consents. Whenever the consent or approval of either party is required herein, such consent or approval shall be in writing and shall not be unreasonably withheld or delayed, and, in all matters contained herein, both parties shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

H. Warranties Regarding Execution.

1. In order to induce the Foundation to enter into this Operating Agreement, the City hereby warrants and represents to the Foundation as follows:
  - a. The City has the authority and legal right to make, deliver, and perform this Operating Agreement and has taken all necessary actions to authorize the execution, delivery, and performance of this Operating Agreement; and

- b. The execution, delivery, and performance of this Operating Agreement (i) is not prohibited by any requirement of law under any contractual obligation of the City; (ii) will not result in a breach or default under any agreement to which the City is a party or to which the City is bound; and (iii) will not violate any restrictions, court order, or agreement to which the City is subject; and
  - c. The party executing this Operating Agreement on behalf of the City has full authority to bind the City to the obligations set forth herein.
- 2. In order to induce the City to enter into this Operating Agreement, the Foundation hereby warrants and represents to the City as follows:
  - a. The Foundation has the authority and legal right to make, deliver, and perform this Operating Agreement and has taken all necessary actions to authorize the execution, delivery, and performance of this Operating Agreement; and
  - b. the execution, delivery, and performance of this Operating Agreement (i) is not prohibited by any requirement of law under any contractual obligation of the Foundation; (ii) will not result in a breach or default under any agreement to which the Foundation is a party or to which the Foundation is bound; and (iii) will not violate any restrictions, court order, or agreement to which the Foundation is subject; and
  - c. The party executing this Operating Agreement on behalf of the Foundation has full authority to bind the Foundation to the obligations set forth herein.

I. Governing Law. This Operating Agreement shall be governed by, construed, and enforced in accordance with the internal laws, but not the conflict of laws rules, of the State of Illinois.

J. Severability. If any term, covenant, or condition of this Operating Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

K. Grammatical Usage and Construction. In construing this Operating Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.



L. Interpretation. This Operating Agreement shall be construed without regard to the identity of the party who drafted the various provisions hereof. Moreover, each and every provision of this Operating Agreement shall be construed as though all parties hereto participated equally in the drafting thereof. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable hereto.

M. Headings. The table of contents, heading, titles, and captions in this Operating Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Operating Agreement.

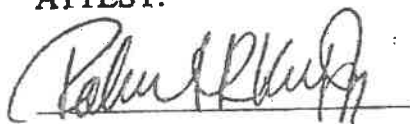
N. Exhibit. Exhibit 1 attached hereto is, by this reference, incorporated in and made a part of this Operating Agreement. In the event of a conflict between an exhibit and the text of this Operating Agreement, the text of this Operating Agreement shall control.

O. Amendments and Modifications. This Operating Agreement may not be modified or amended except by written instrument executed by each of the parties hereto; provided, however, that, upon the acquisition of any other property by the City or the Foundation that is contiguous to the Property, such other property shall automatically become part of the Property and subject to the Ragdale Agreement and this Agreement.

P. Counterpart Execution. This Operating Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Operating Agreement as of the day and year first above written.

ATTEST:



THE CITY OF LAKE FOREST

By: 

Its: Mayor

ATTEST/WITNESS:



THE RAGDALE FOUNDATION

By: 

Its: Co-chair

## Exhibit 1

### Legal Description of Property

Lot 1 in Ragdale Subdivision, a subdivision of a part of Lot 1 in Clay Judson Subdivision together with part of Lot 16 in Owner's Subdivision, in the Northeast Quarter (1/4) of Section 29, Township 44 North, Range 12 East of the Third Principal Meridian, City of Lake Forest, Lake County, Illinois, according to the Plat of Subdivision thereof approved by the City Council of Lake Forest on February 15, 1986, and filed for record with the Recorder of Deeds of Lake County, Illinois, on February 26, 1986 as Document No. 2422824, subject to a 33-foot easement along the North boundary line of Lot 1 for ingress and egress and utilities as set forth in the said Plat;

Together with that part of Lot 16 in Owner's Subdivision in the North East quarter of Section 29, Township 44 North, Range 12, East of the 3rd P.M., described as follows: Commencing at the North West corner of said Lot 16; thence South along the West line of said Lot 16, 220.00 feet; thence East parallel with the North line of said Lot 16 along the South line of premises conveyed by Document 432170, 1450.00 feet; thence North 80 degrees 52 minutes East along the Southerly line of premises conveyed by Document 432170, 120.69 feet to the point of beginning of the description for the premises hereby described; thence North 80 degrees 52 minutes East along the Southerly line of premises conveyed by Document 439170, 96.15 feet; thence North 68 degrees 08 minutes East along the Southerly line of premises conveyed by Document 432170, 204.46 feet, more or less, to the Westerly line of Green Bay Road; thence South 21 degrees 34 minutes 30 seconds East along said Westerly line of Green Bay Road, 195.00 feet more or less, to a point 321.60 feet North Westerly from the South Easterly corner of said Lot 16; thence South 81 degrees 14 minutes 30 seconds West, 222.31 feet, more or less, to a point North 12 degrees 16 minutes West, 3.00 feet from an angle point in the Northerly limits of the premises conveyed by Document 448792; thence South 77 degrees 44 minutes West, 113.80 feet and thence North 9 degrees 46 minutes 20 seconds West, 150.08 feet, more or less, to the place of beginning, in Lake County, Illinois, together with an 11-foot easement lying northerly of and adjoining the above described premises extending from the westerly line of Green Bay Road to the westerly boundary of the above described premises, extended northerly, for ingress and egress from and to Green Bay Road and for a right of way at all times and for all purposes as set forth by that certain Easement Agreement dated December 27, 1978 and recorded January 23, 1979 as Document No. 1974369 in Lake County, Illinois;

Together with that part of Lot 2 in Ragdale Subdivision, a subdivision of a part of Lot 1 in Clay Judson Subdivision together with part of Lot 16 in Owner's Subdivision, in the Northeast Quarter (1/4) of Section 29, Township 44 North, Range 12 East of the Third Principal Meridian, City of Lake Forest, Lake County, Illinois, according to the Plat of Subdivision thereof filed for record with the Recorder of Deeds of Lake County, Illinois, on February 26, 1986 as Document No. 2422824, lying south of a line parallel to and 40 feet southerly of the north boundary line of said Lot 2;

And

Lot 2 in Clay Judson Subdivision according to the plat thereof filed for record with the Recorder of Deeds of Lake County, Illinois, on July 7, 1953 as Document 795553, in Book 1185 of Records, Page 73, in the N 1/2 Sec. 29 Twp. 44N, R12E, in the City of Lake Forest, Lake County, Illinois (consisting of .5487 acres more or less).

## AMENDMENT TO OPERATING AGREEMENT FOR THE RAGDALE PROPERTIES AND TO LOAN DOCUMENTS

THIS AMENDMENT TO OPERATING AGREEMENT FOR THE RAGDALE PROPERTIES AND TO LOAN DOCUMENTS (this "Amendment") is made as of Feb 16, 2016, by and between **THE CITY OF LAKE FOREST**, an Illinois municipal corporation (the "City") and the **RAGDALE FOUNDATION**, an Illinois not-for-profit organization (the "Foundation").

WHEREAS, the City and the Foundation are parties to a certain Operating Agreement for the Ragdale Properties dated as of July 24, 2001 (the "Agreement"), relating to certain properties, more particularly described therein, located in the City and used and operated by the Foundation (the "Property").

WHEREAS, in connection with improvements to be made to the Property by the Foundation, the City made a loan to the Foundation (the "Loan"), which Loan is evidenced by, among other documents, (i) a certain Loan Agreement dated as of April 6, 2011 by and between the City and the Foundation, as amended by a First Amendment to Loan Agreement dated as of May 6, 2014, and (ii) a certain Amended Promissory Note dated as of May 6, 2014 made by the Foundation to the order of the City (said Loan Agreement, Amended Promissory Note and any other documents or instruments governing, securing or otherwise executed in connection the Loan, as the same have been and may hereafter be amended, modified, supplemented or replaced from time to time, being referred to as the "Loan Documents").

WHEREAS, the City and the Foundation desire to clarify certain matters in the Agreement and the Loan Documents as more particularly described herein and to amend the Agreement and the Loan Documents accordingly.

NOW THEREFORE, for good and valuable consideration paid by each party hereto to the other, the receipt and sufficiency of which are hereby mutually acknowledged, the City and the Foundation hereby agree as follows:

1. **Defined Terms.** Capitalized terms used herein and not otherwise defined shall have the meaning assigned to such terms in the Agreement.

2. **Ownership of Improvements.** The City acknowledges that the Foundation has made, and may hereafter make, certain improvements to the Ragdale House and other buildings located on the Property owned by the City (the "Improvements"). Notwithstanding anything to the contrary contained in the Agreement, the Foundation and the City hereby acknowledge and agree that, to the extent that any portion of the Improvements constitute real property (including buildings) or fixtures, such Improvements are owned by the City and that no documents of transfer to, or any compensation from, the City shall be required with respect to the Improvements upon the expiration or earlier

termination of the Agreement. Any portion of the Improvements which constitute personal property have always been and shall remain the property of the Foundation.

3. **Insurance with Respect to Improvements; Application of Proceeds.**

The City acknowledges and agrees that its obligation to maintain insurance on the Property under the Agreement includes the obligation to insure the Improvements (to the extent not personal property of the Foundation). In the event that the Property is damaged by fire, storm or other casualty and the City and/or the Foundation, as applicable, elect not to restore the Property or to apply the proceeds of the City's insurance for the Property (the "Proceeds") to such restoration, in each case to the extent permitted under the Agreement and that certain Restated and Amended Agreement for the Ragdale Properties dated as of July 24, 2001 by and between the City and the Foundation (the "Restated Agreement"), then the City hereby agrees that the Proceeds (after deduction of the City's reasonable costs of collection of such Proceeds) shall be applied

- (a) First to the cost of demolition of the buildings, structures, and other Improvements on the Property and the restoration of the Property to a safe and maintainable condition, as reasonably determined by the City;
- (b) Second, 50% of the remaining Proceeds shall be distributed to the City's General Fund and 50% of the remaining Proceeds (the "Loan Credit Amount") shall be applied against the outstanding principal balance of the Loan and to any other amounts due under the Loan Documents; provided, however, that the maximum amount of the Loan Credit Amount (the "Maximum Credit") shall not exceed the lesser of (i) the value that the Improvements had added to the Property, as reasonably determined by the City; and (ii) the full balance of the Loan plus any other amounts due under the Loan Documents. The City acknowledges that the Foundation is relieved of the obligation to repay amounts due under the Loan Documents to the extent of the Loan Credit Amount (as herein limited);
- (c) To the extent that any Proceeds remain after the Maximum Credit has been applied to the principal balance of the Loan and any other amounts due under the Loan Documents, 100% of the remainder of the Proceeds shall be distributed to the City's General Fund.

4. **Amendments.**

(a) Except as provided in this Amendment, the terms and conditions of the Agreement, the Loan Documents, and the Restated Agreement shall remain in full force and effect. To the extent that the Agreement, the Loan Documents, or the Restated Agreement are inconsistent with the terms of this Amendment, each of the City and the Foundation acknowledges and agrees that the Agreement, the Loan Documents, and the Restated Agreement are hereby amended to the extent necessary to conform to the terms hereof.



(b) In the event that the terms of the Agreement, the Loan Documents, or the Restated Agreement conflict or are inconsistent with those of this Amendment, the terms of this Amendment shall govern.

5. **Miscellaneous.**

(a) This Amendment shall become effective only upon execution and delivery by both the City and the Foundation.

(b) This Amendment may be executed in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.


(c) This Amendment shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Illinois.

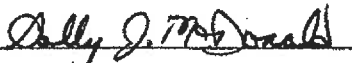
**[Remainder of page intentionally blank; signatures on following page.]**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the day and year first written above.

**THE CITY OF LAKE FOREST**

**THE RAGDALE FOUNDATION**

By:   
Name: Donald P Schoenheider  
Title: Mayer  
Date: 2-16-16

By:   
Name: Sally McDonald  
Title: president of Board  
Date: 1-30-16

## SECOND AMENDMENT TO OPERATING AGREEMENT FOR THE RAGDALE PROPERTIES

THIS SECOND AMENDMENT TO OPERATING AGREEMENT FOR THE RAGDALE PROPERTIES (this "**Amendment**") is made as of \_\_\_\_\_, 2021, by and between **THE CITY OF LAKE FOREST**, an Illinois municipal corporation (the "**City**") and **THE RAGDALE FOUNDATION**, an Illinois not-for-profit organization (the "**Foundation**").

WHEREAS, the City and the Foundation are parties to a certain Operating Agreement for the Ragdale Properties dated as of July 24, 2001, as amended by a certain Amendment to Operating Agreement for the Ragdale Properties and to Loan Documents dated as of February 16, 2016 (as so amended, the "**Agreement**"), relating to certain properties, more particularly described therein, located in the City and used and operated by the Foundation (the "**Existing Property**");

WHEREAS, the City, Foundation, and Alice Ryerson Hayes are parties to a separate agreement, Restated and Amended Agreement for the Ragdale Properties dated as of July 24, 2001, which Agreement also covers the Existing Property;

WHEREAS, the use and development of the Existing Property is also subject to an Ordinance granting a special use permit and other zoning approvals, as amended from time-to-time;

WHEREAS, contemporaneously herewith the City is acquiring title to two (2) parcels of property, the parcel described on Exhibit A attached hereto (the "**Hart Parcel**"), and the parcel described on Exhibit B attached hereto (the "**Ragdale Parcel**" and, together with the Hart Parcel, the "**Parcels**"), which Parcels are contiguous to the Existing Property;

WHEREAS, the Ragdale Parcel is being conveyed by the Foundation and the Hart Parcel is being conveyed, in part, by a charitable donation from Hart Lake Forest LLC and, in part, in exchange for payment made by the Foundation;

WHEREAS, it is a condition to the conveyance of both the Parcels that the Parcels become subject to the Agreement and used by the Foundation in accordance with the terms thereof, as amended hereby; and

WHEREAS, the City and the Foundation desire to amend the Agreement to add the Parcels to the property subject thereto and to amend the Agreement as more particularly set forth herein.

NOW THEREFORE, for good and valuable consideration paid by each party hereto to the other, the receipt and sufficiency of which are hereby mutually acknowledged, the City and the Foundation hereby agree as follows:

1. **Defined Terms.** Capitalized terms used herein and not otherwise defined shall have the meaning assigned to such terms in the Agreement.

2. **Addition of Parcels to the Property.** The Parcels shall be added to the Property under, and as defined in, the Agreement. All references in the Agreement to the Property shall include the Parcels. All references in the Agreement to Improvements shall include Improvements now existing on, or hereafter made to, the Parcels.

3. **Term.** Section 2 A. of the Agreement is hereby amended and restated in its entirety as follows:

"The Foundation shall operate, use, and manage the Property for an initial term expiring on December \_\_\_, 2120 and, following the expiration of the initial term, the Operating Agreement may be renewed by the Foundation for renewal terms of five years each, unless sooner terminated as herein provided. The initial term and any renewal term shall be collectively known as the "Term." "

4. **Hart Parcel Easement.** The deed conveying the Hart Parcel to the City contains an easement (the "**Hart Easement**") in favor of the "Hart Property" (as defined in such deed). The Hart Easement imposes certain repair obligations on the City, as Grantee, and on the Foundation. The Foundation hereby acknowledges and agrees that, so long as this Agreement is in effect, the Foundation shall be responsible for and shall perform **all** such repair obligations **imposed on the City and Hart**, and that the City shall have no obligations with respect to such repairs.

5. **Conservation Agreement.** A portion of the Ragdale Parcel is subject to an agreement entitled Conservation Right dated May 15, 1998 and recorded with the Lake County, Illinois Recorder as Document No. 4166809 (the "**Conservation Agreement**"). The Foundation agrees that it shall comply with the terms of the Conservation Agreement and shall perform any obligations required of the "Grantor" thereunder to the extent applicable to the Ragdale Parcel, **and that the City shall have no obligations as the "Grantor" thereunder.** The parties acknowledge that the "Cabin" referred to in the Conservation Agreement is not located on the Ragdale Parcel.

6. **Underground Storage Tank.** The City and the Foundation acknowledge that prior to the conveyance of the Hart Parcel to the City, a 1,000 gallon underground storage tank (the "**UST**") was removed from the Hart Parcel. It is believed that the UST was used to store **[heating oil]**. Both the City and the Foundation acknowledge and agree that neither party shall have any liability to the other as a result **of** the existence or removal of the UST, including without limitation any indemnification or remediation obligations relating to any hazardous substances associate with the prior use or removal of the UST, **and the Foundation shall defend, indemnify, and hold harmless the City from any losses, costs, damages, claims, liabilities, and expenses (including reasonable attorneys' fees and court costs) arising from the existence, operation, or removal of the UST.**

7. **Real Estate Taxes for the Parcels.** The parties shall cooperate in applying to the appropriate authorities for exemption of the Parcels from State of Illinois real estate taxes; provided, however, the failure to obtain or delay in obtaining a real estate tax exemption as provided above shall not constitute a breach of the Agreement or this

Amendment. Additionally, the foregoing shall not relieve the Foundation of its obligation to pay taxes for the Parcels as set forth in the Agreement.

8. **Tenancy Termination.** The tenants who occupy the Hart Parcel will vacate their occupancy on or before the closing of the sale of the Hart Parcel to the City. ~~[Occupancy of the Hart House. As of the time of conveyance of the Hart Parcel to the City, the house located thereon is subject to an occupancy agreement or lease with \_\_\_\_\_ (the "Lieder Lease"). The Foundation hereby (a) assumes all obligations of the "lessor" under the Lieder Lease and agrees to perform all such obligations; (b) agrees to terminate the Lieder Lease and the tenant's occupancy of the Hart Parcel by no later than March 1, 2021; and (c) agrees to perform all such obligations and agrees to, and hereby does, indemnify and hold harmless the City from all losses, costs, damages, claims, liabilities and expenses (including reasonable attorneys' fees and court costs) arising from the Lieder Lease, the tenant's occupancy of the Hart Property, and/or the Foundation's failure to perform its such obligations under this Section, except to the extent the same result from the gross negligence or willful misconduct of the City, its agents, employees or representatives. The existence of the Lieder Lease shall in no way relieve the Foundation of, or otherwise diminish, any of its obligations and responsibilities under the Agreement with respect to the Hart Parcel.]~~

9. **Amendments.** Each of the City and the Foundation hereby acknowledges and agrees that the Agreement is hereby amended to conform to the terms hereof.

10. **Miscellaneous.**

(a) In the event that the terms of the Agreement conflict or are inconsistent with those of this Amendment, the terms of this Amendment shall govern.

(b) Except as amended by this Amendment, the terms of the Agreement remain in full force and effect.

(c) This Amendment shall become effective only upon execution and delivery by both the City and the Foundation.

(d) This Amendment may be executed in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

(e) This Amendment shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Illinois.

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the day and year first written above.

**THE CITY OF LAKE FOREST**

**THE RAGDALE FOUNDATION**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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



## **EXHIBIT A**

### **Hart Parcel Legal Descriptions**

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).

## **EXHIBIT B**

### **Ragdale Parcel Legal Descriptions**

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.

## **Agenda Item 4**

### **550 Hathaway Circle Side and Rear Yard Setback Variances**

Staff Report  
Vicinity Map  
Air Photos

#### Materials Submitted by Petitioner

Application  
Statement of Intent  
Plat of Survey  
Proposed Site Plan  
Proposed Elevations  
Proposed Floor Plans  
Proposed Roof Plan  
Proposed Section  
Existing Elevations  
Existing Floor Plans  
Proposed Grading Plan  
Proposed Landscape Plan  
Photographs  
Correspondence



## STAFF REPORT AND RECOMMENDATION

TO:	Chairman Sieman and members of the Zoning Board of Appeals
DATE:	November 22, 2021
FROM:	Michelle E. Friedrich, Planning Technician
SUBJECT:	<b><i>Rear Yard and Side Yard Setback Variances</i></b>

### **PROPERTY OWNER**

Mike and Melissa Ginter  
550 Hathaway Circle  
Lake Forest, IL 60045

### **PROPERTY LOCATION**

550 Hathaway Circle

### **ZONING DISTRICT**

R-3 – Single Family  
Residence District

### **PROJECT**

### **REPRESENTATIVE**

Michael Breseman, architect

## **SUMMARY OF REQUEST AND DESCRIPTION OF THE PROPERTY**

This is a request for approval of a rear yard setback variance to allow an addition to the existing garage and second floor space above the garage. A side yard (north) setback variance is also requested for a new air conditioning unit adjacent to the silo.

The property is part of the Meadowood Unit 1 Subdivision, platted in 1946. This property is located on the west side of Hathaway Circle, north of Inverlieth Road. The existing structure was built in the 1920s as a farm building. Today, the structure is adaptively reused as a single family residence.

## **FACTS**

### ***Compliance/Non-Compliance with Key Code Requirements***

- ❖ The existing house complies with the front yard and side (south) yard setback requirements.
- ❖ The existing house does not comply with the side (north) yard and rear yard setback requirements.
- ❖ The property was granted a rear yard setback variance in 1989 for a second story addition above the existing garage.
- ❖ The property does not comply with the minimum lot width requirement for the R-3 District.
- ❖ The property does not comply with the minimum lot size requirement for the R-3 District.
- ❖ The existing residence, with the proposed addition, complies with the lot coverage limitation.
- ❖ The proposed project does not comply with the Building Scale limitation and a request for a Building Scale variance, along with the design aspects of the project, will be reviewed by the Historic Preservation Commission.



### ***Physical, Natural or Practical Difficulties***

- ❖ The property, along with several neighboring properties, are part of the Clifford Milton Leonard Farm, also known as the “Meadowood Dairy.” This complex was listed on the National Register of Historic Places and a local Historic District with the City of Lake Forest called Meadowood Dairy was created in 2000. All of the remaining structures are adaptively reused as single family residences.
- ❖ The structure that is the subject of this petition was built in the 1920s as the milk barn and silo for the estate and converted to a single family home in 1953, a few years after the subdivision of the larger property in 1946.

### **STAFF EVALUATION**

As noted above, this property is located within the R-3 zoning district and does not meet the current minimum lot size and lot width requirements. The proposed project includes an addition on the west side of the existing residence entirely in the rear yard setback and at the closest point, 7’6” from the rear (west) property line. The existing two car garage is undersized for modern day vehicles and the proposed addition is intended to create a more functional garage space. The second floor space will also be expanded west, to a lesser extent, to create a more functional master bedroom closet.

There is an existing shed, immediately west of the existing garage which will be removed as part of this project. A portion of the proposed addition will be located in the area of the existing shed. There is existing landscaping along the west and south property lines that will be removed and replaced with columnar trees, softening views of the proposed addition from neighboring properties. The City Engineer reviewed the preliminary drainage and grading plans and the landscape plan and has requested additional information to confirm that it is reasonable to expect that no negative drainage impacts on neighboring properties will occur as a result of the paver path and landscaping proposed along the rear property line.

The second variance is requested to allow a new air conditioning unit to be sited on the north side of the house, at the juncture of the house and the silo. The silo does not have air conditioning today and the most efficient place to site the air conditioning unit is immediately adjacent to the silo. The existing residence encroaches slightly into the north side yard setback. The proposed air conditioning unit will be tucked into the juncture and will be 12’6” from the north property line, rather than 15 feet, as required by Code. The property owners have indicated their intent to work with the neighbor to the north to replace the existing chain link fence and landscaping and to enhance the landscaping along the north property line which will help to screen the air conditioning unit from view.

### **FINDINGS OF FACT**

Based on review of the information submitted by the petitioners, site visits and an analysis of this request based on applicable portions of the Zoning Code, staff offers the following findings for the Board’s consideration.

1. The variances will not alter the essential character of the subject property, the surrounding area or the larger neighborhood. The unique neighborhood is comprised of a cluster of farm buildings which today are adaptively reused as single family residences. This property is unique because of its historical significance as a part of Meadowood Farm.
2. The conditions upon which the variances are requested are very unique to the conditions on this property and are generally not applicable to other properties with the same zoning

- classification. The adaptive reuse of this structure as a single family residence has preserved this unique structure.
3. The difficulty or hardship in conforming to the requirements of this chapter is the fact that a large, historic estate was subdivided around existing farm buildings and those buildings were soon after adaptively reused as single family residences to support their preservation. Although actions of a previous property owner established the single family use on the property, the subdivision was specifically approved by the City in the interest of supporting preservation of the structures. Creativity is warranted in this unique situation to allow the property to be upgraded and function as a desirable home for today's family. Additionally, the lot does not meet the minimum lot size or lot width requirements for the zoning district as they exist today making it difficult to meet setback requirements.
  4. The proposed variances will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion of the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the neighborhood. The proposed garage addition is sited generally in the location of the existing shed which is proposed for removal. The existing garage that will remain in its current condition and the activity on the site is not expected to increase as a result of the proposed addition.

### **PUBLIC COMMENT**

Standard public notice of this request was provided by the City to surrounding property owners. Notice was also provided in the Lake Forester and the agenda was posted at five public locations including on the City's website. One letter was received from the neighbor to the west, in support of the project.

### **RECOMMENDATION**

Based on the findings presented above, recommend approval to the City Council for a rear yard variance to allow an addition to be constructed no closer than 7'6" to rear property line and an air conditioning unit no closer than 12'6" to the side (north) property line.

The recommendation is subject to the following conditions of approval:

- Prior to issuance of a building permit, provide a final civil engineering plan (drainage and grading plan) and a final landscape plan, both of which will be subject to review and approval by the City Engineer and City staff. The review will include consideration of the impact of the proposed paver path and landscaping along the west property line on proper drainage.



Area of Request  
550 Hathaway Circle





Area of Request  
550 Hathaway Circle





Area of Request  
550 Hathaway Circle





THE CITY OF LAKE FOREST  
ZONING BOARD OF APPEALS APPLICATION OF ZONING VARIANCE

PROJECT ADDRESS 550 HATHAWAY CIRCLE

ZONING DISTRICT RM

Property Owner (s) Name MIKE & MELISSA GINTER

(may be different from project address)

Address 550 HATHAWAY CIRCLE

Phone 812 590-2848 Fax N/A

Email MGINTER@BARRONANDCREATE.COM  
MELISSA.LOREL@HOTMAIL.COM

Applicant/Representative

Name MICHAEL E BRESEMAN ARCHITECTS LTD

Title PRESIDENT

(if different from Property Owner)

Address 2911 FAWN TRAIL COURT PRAIRIE GROVE IL

Phone 847 845-4000 Fax N/A 6042

Email MIKE@MEBRESEMAN.COM

Beneficial Interests

Corporation ☐ See Exhibit A  
Partnership ☐ See Exhibit B  
Trust, land or other ☐ See Exhibit C

Staff Reports are Available the Friday before the Meeting

Email Report:	Owner <input checked="" type="checkbox"/>	Representative <input checked="" type="checkbox"/>
Fax Report:	Owner <input type="checkbox"/>	Representative <input type="checkbox"/>
Pick Up Report:	Owner <input type="checkbox"/>	Representative <input type="checkbox"/>

Signatures

I have read the complete application packet and understand the variance process and criteria. I understand that this matter will be scheduled for a public hearing when a determination has been made that my application is complete.

Mike Ginter

Owner

10/14/21

Date

Mike Ginter

Owner

10/14/21

Date

Michael E. Bresman

Applicant/Representative

10/14/21

Date





## STATEMENT OF INTENT

Michael E. Breseman Architects, Ltd., are requesting side yard setback variances for garage addition, Illinois. The home was purchased last year by Mike and Franca Giannelli.

### **Property Home History:**

The property was platted on October 10<sup>th</sup>, 1948, and was part of Clifford Milton Leonard Farm, also known as “Meadowood Dairy”. The Farm was created within the Gentleman’s Farm movement in 1923. The original property was 150 acres and contained several structures that we see today. The architect for the project was Ralph Varney, as well as the involvement of notable landscape architect Jens Jensen. In the 1950’s the complex was converted into single family homes.

550 Hathaway Circle was once the milk barn and silo of Meadowood Dairy and was converted in 1953 to a single home, and at that time a garage with a flat roof was added. In 1989, a second story addition was incorporated over the garage which comprises the current master bedroom suite. In 2007, the previous owners petitioned HPC and received approval for the mudroom addition just east and south of the current garage. At that time, the owners commented that “ideally we would have like additional living space, storage space, and a 3-car garage”.

### **Zoning Request:**

Our lot which is 20,044 SF is within the R-3 zoning. The side yard setback lines are 15’, the rear and front yard setbacks are 40’. About 80% of the existing garage is currently over the setback lines and is non-conforming. There is also an existing 8’x10’ framed shed just west of the garage which will be removed. Finally, the northern portion of the existing home is 1’-3” within the side yard set back with the silo encroaching a few feet farther.

We are requesting a zoning variance which would allow the new garage addition with roof overhang and gutter to be 7’-6” from the property line. This dimension corresponds with the existing easement on the western portion of the property. We are also requesting a variation for the air conditioner condenser to fall within the north setback, 12’-6” from the property line.



### **Hardship:**

As can be seen on the site plan, the existing home is positioned in the rear 40% of the property. This atypical placement was a result of the structures from the Meadowood Dairy Farm subdivided into individual properties back in the late 40's and early 50's. The uniqueness of the structure combined with lack of storage and garage space has made this home problematic for previous owners. The overlaying of the current zoning requirements on the historic property and the function of the original historic structure creates the hardship we see today.

### **Project needs:**

- The existing garage is technically a two-car garage but the interior dimension of 18'-8" x 18'-8" are quite small and really do not allow for two cars to be parked in the garage. The main issue is moderate size cars, trucks, and SUVs would be hard pressed to open their doors once parked. The depth of garage will not change, which is still problematic, but being able to park two standard size cars in the expanded garage is the goal.
- The home is slab on grade and has no basement with corresponding storage. This lack of storage was pointed out by the last petitioner's HPC submittal in 2007. We are now addressing this issue by extending the garage addition an additional 3 ½' to incorporate an interior stair. The stair will service a new basement/storage area under both the addition and the existing garage.
- As part of this project, we are renovating the existing master bedroom suite. The current bathroom space will be rearranged to provide for a more modern layout. The current master bedroom is of good size and has a vaulted ceiling making it feel spacious. No expansion is required for this area. The current master closet is built into the existing roof over the garage. This area is quite small and even less accommodating for clothes storage by the knee walls and clip ceilings in the room. The expansion to the west will give more depth to the closet and the dormer to the north will give the room the height it needs.
- Provide a new A/C unit on the north side of the existing home nestled between the silo and the main portion of the home. This unit will service the silo which lacks air conditioning.



### **Mitigating factors:**

One mitigating factor is our property butts up to the side yard of the property to the west. The current space between the properties is visually one more keeping with homes which relate to each other from a side yard perspective rather than a rear yard visually relationship. The addition was also designed so the roof massing will hip back towards the east with the truncated gable being set back an addition 4' from the western property line. Finally, we are proposing a fair number of arborvitaes that will provide year-round screening both to the west and south of the new addition.

As for the proposed A/C unit it will service the silo. This is the most efficient location. The existing units are on the southwest portion of the property. Two of the units are being relocated to the south and do not require a variation because they are within the building box. Since the current home has no basement, having the new unit here would not only be logistically problematic, but it would also be supremely inefficient and quite costly. Finally, it is the most natural location to place the A/C unit because of the visual alcove that is created by the juncture of the existing silo and the main portion of the house.

### **Standards for variance:**

#### **Standard #1**

The proposed addition will not alter the essential character of the neighborhood because it set to the rear of the home which is set within the rear 40% of the property. The location of the addition has more commonality with a side yard setback than rear yard perspective.

#### **Standard #2**

The conditions for the request for the variation are unique to this property and spring forth from the historic nature of the structure and its genesis from The Meadowood Dairy Farm.

#### **Standard #3**

The hardship was not created by the current owner but by historical nature of the original property, the subdivision of the properties in the 50's and the new zoning requirements placed upon the current property.



#### **Standard #4**

The proposed variance will not impair the adequate supply of light and air to adjacent properties because the addition is thoughtful in its massing and will not substantially increase the congestion of the public streets, or increase the danger of fire, or endanger public safety, and will in fact increase the property values within the neighborhood.

\* \* \* \* \*

We hope the board finds this petition as a continuation of the numerous additions over the years which will finally transform this historic structure into a long lasting, functional, and wonderful home.

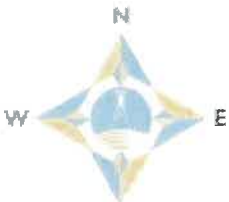
R.E. DECKER  
(1933-1999)

R.Q. PAVLETIC  
P.L.S. 033-1261

# Plat of Survey

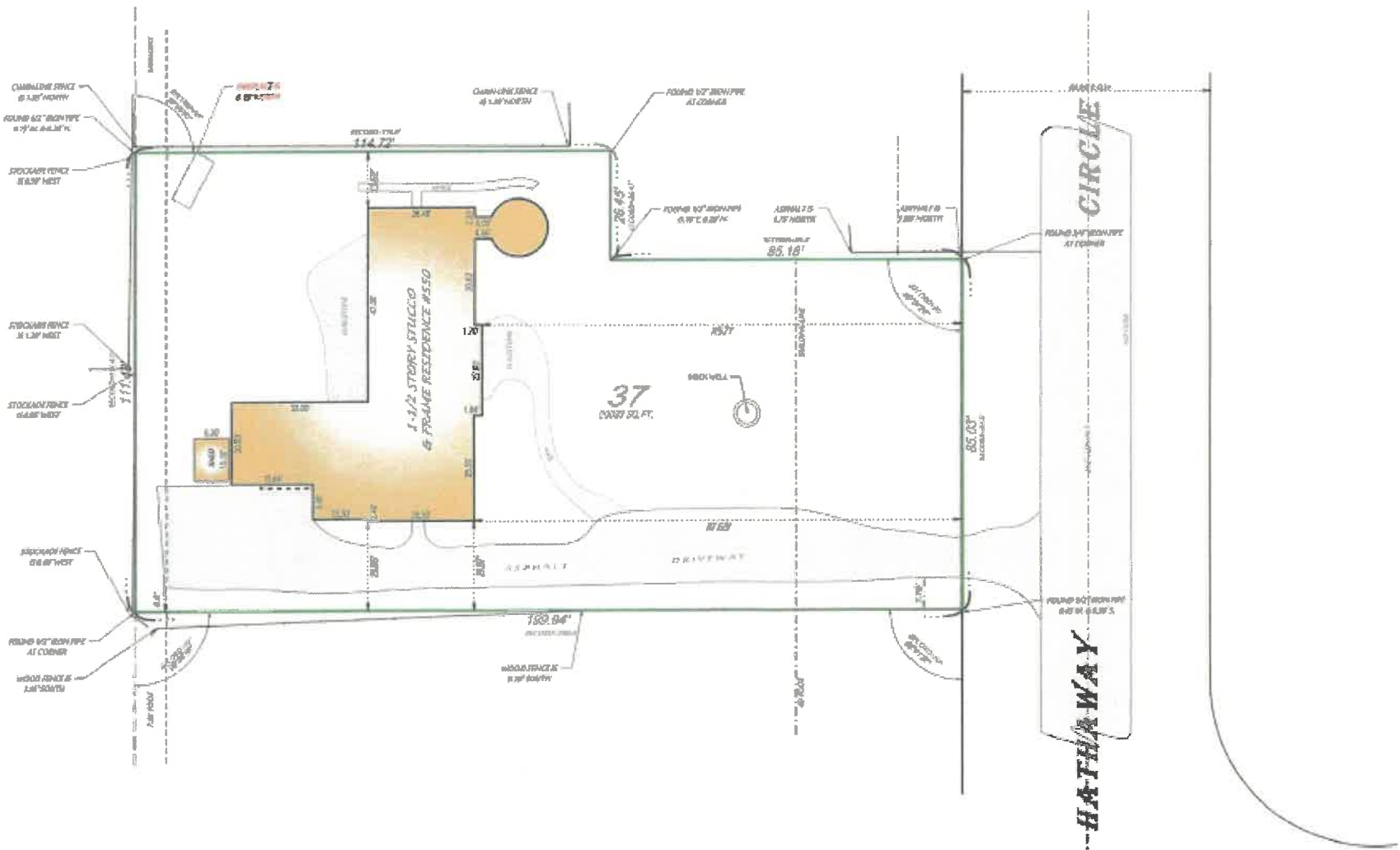
of  
Lot 37 in Unit 1 in Meadowood, Being a Subdivision of part of the North Half of Section 31, Township 44 North, Range 12  
East of the Third Principal Meridian, according to the Plat thereof, recorded October 20, 1948 as Document 602577 in  
Book 30 of Plats, Page 84, in Lake County, Illinois.

Commonly known as: 550 HATHAWAY CIRCLE, LAKE FOREST, ILLINOIS.



The Meridian is assumed but  
reflects the recent Subdivision  
or Deed, except when noted.

Scale 1" = 20ft



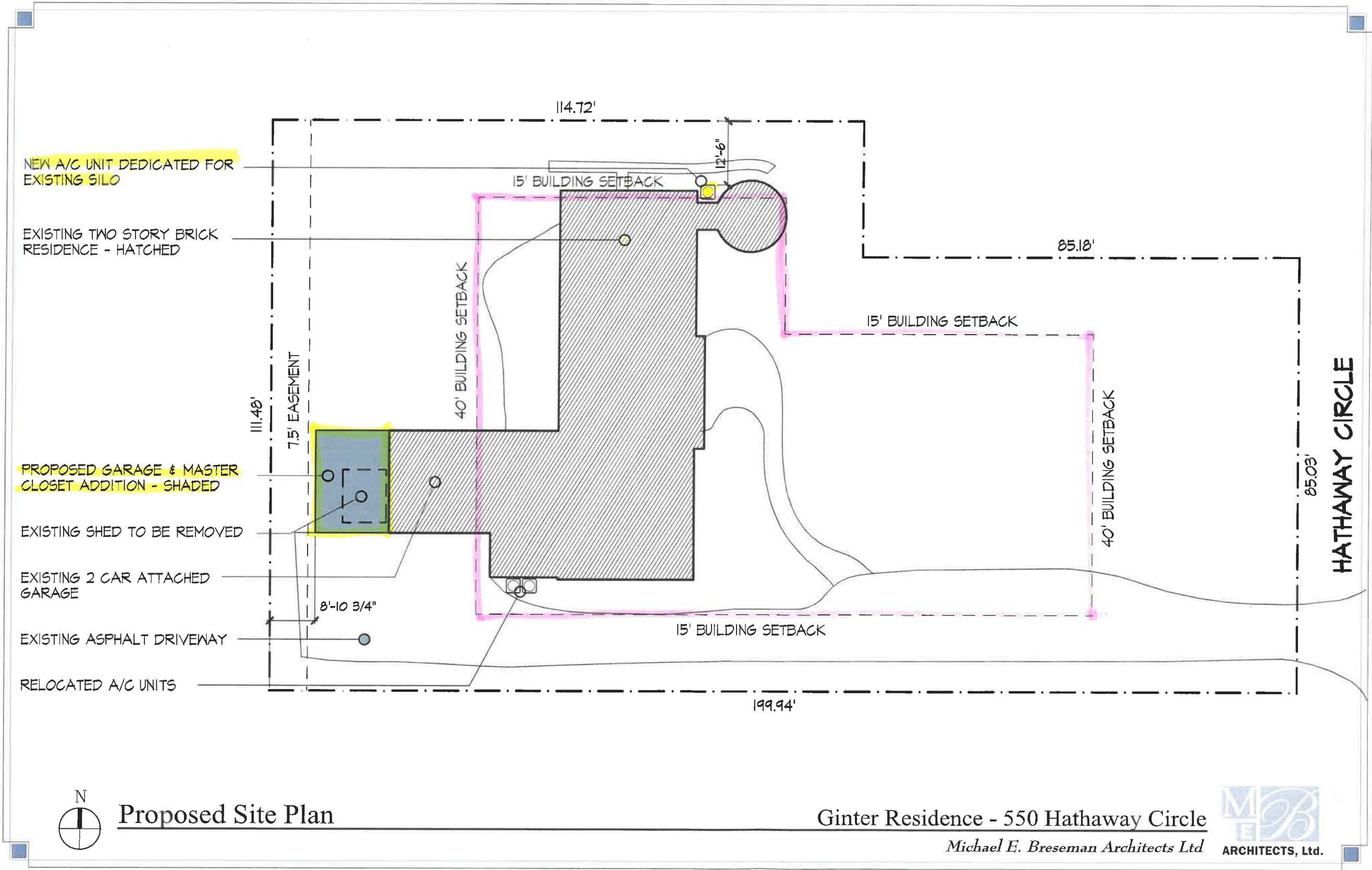
Plat of Survey

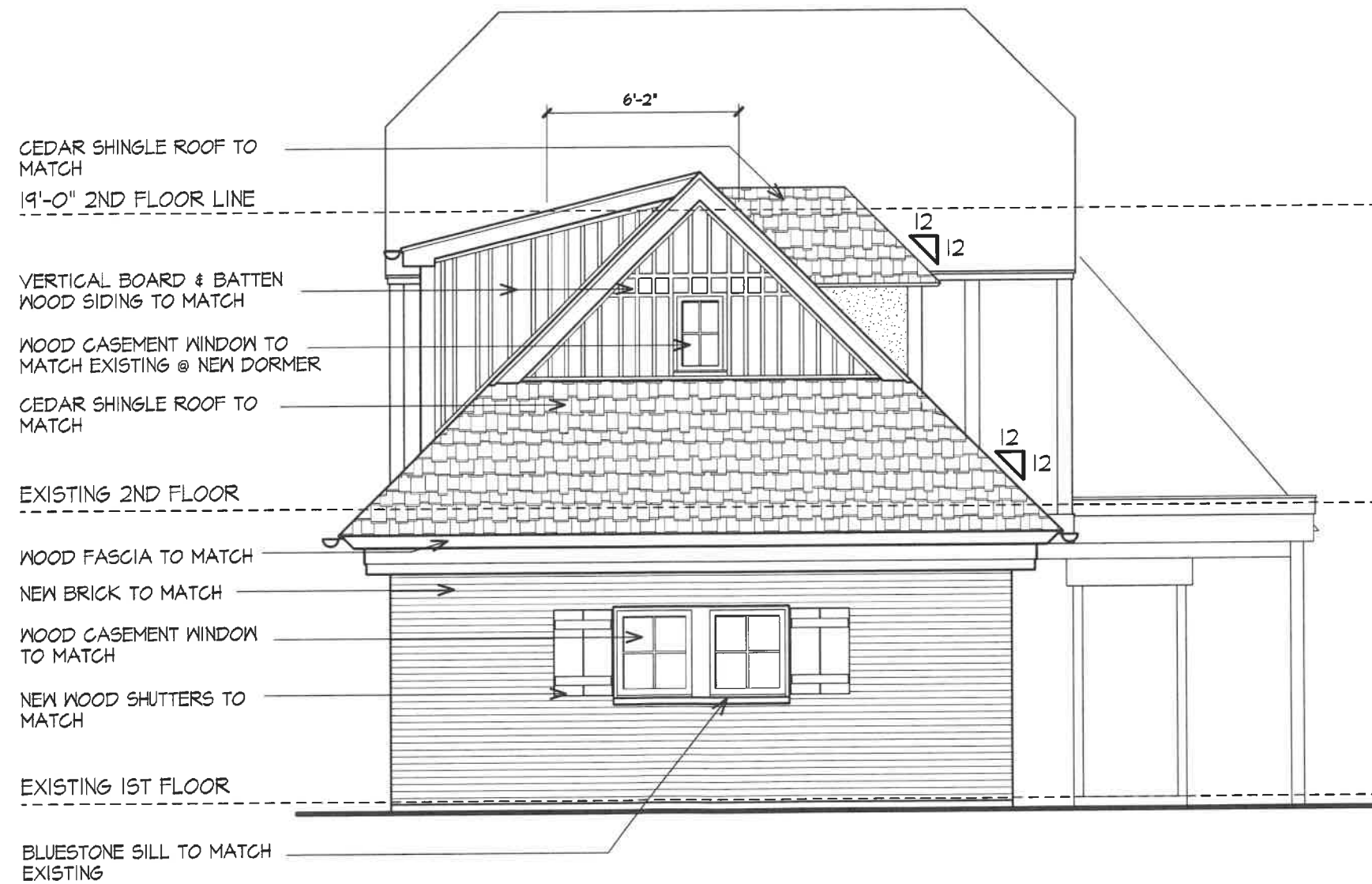
Ginter Residence - 550 Hathaway Circle

Michael E. Breseman Architects Ltd









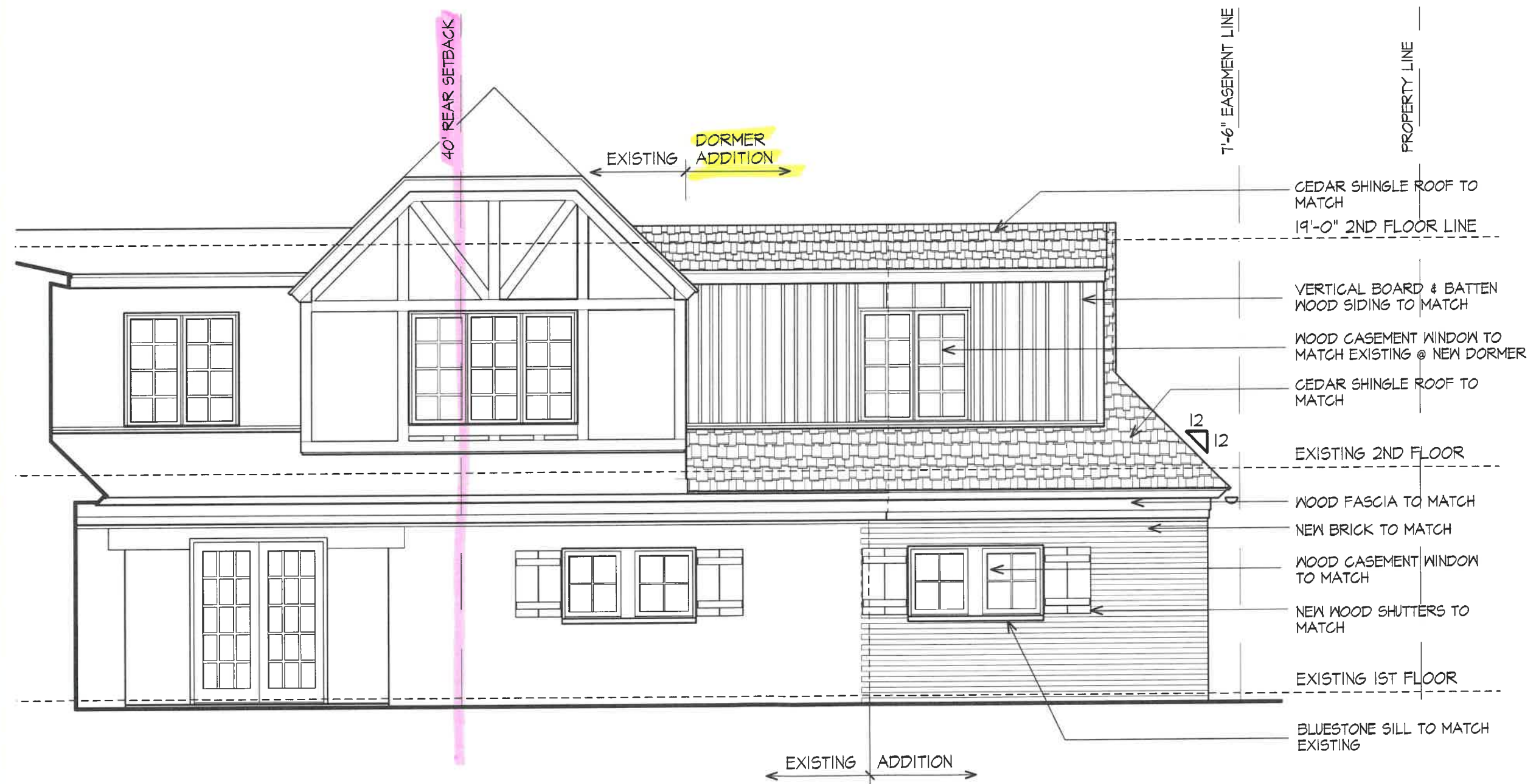
# Proposed West Elevation

SCALE 1/4" = 1'-0"

Ginter Residence - 550 Hathaway Circle

Michael E. Breseman Architects Ltd





# Proposed North Elevation

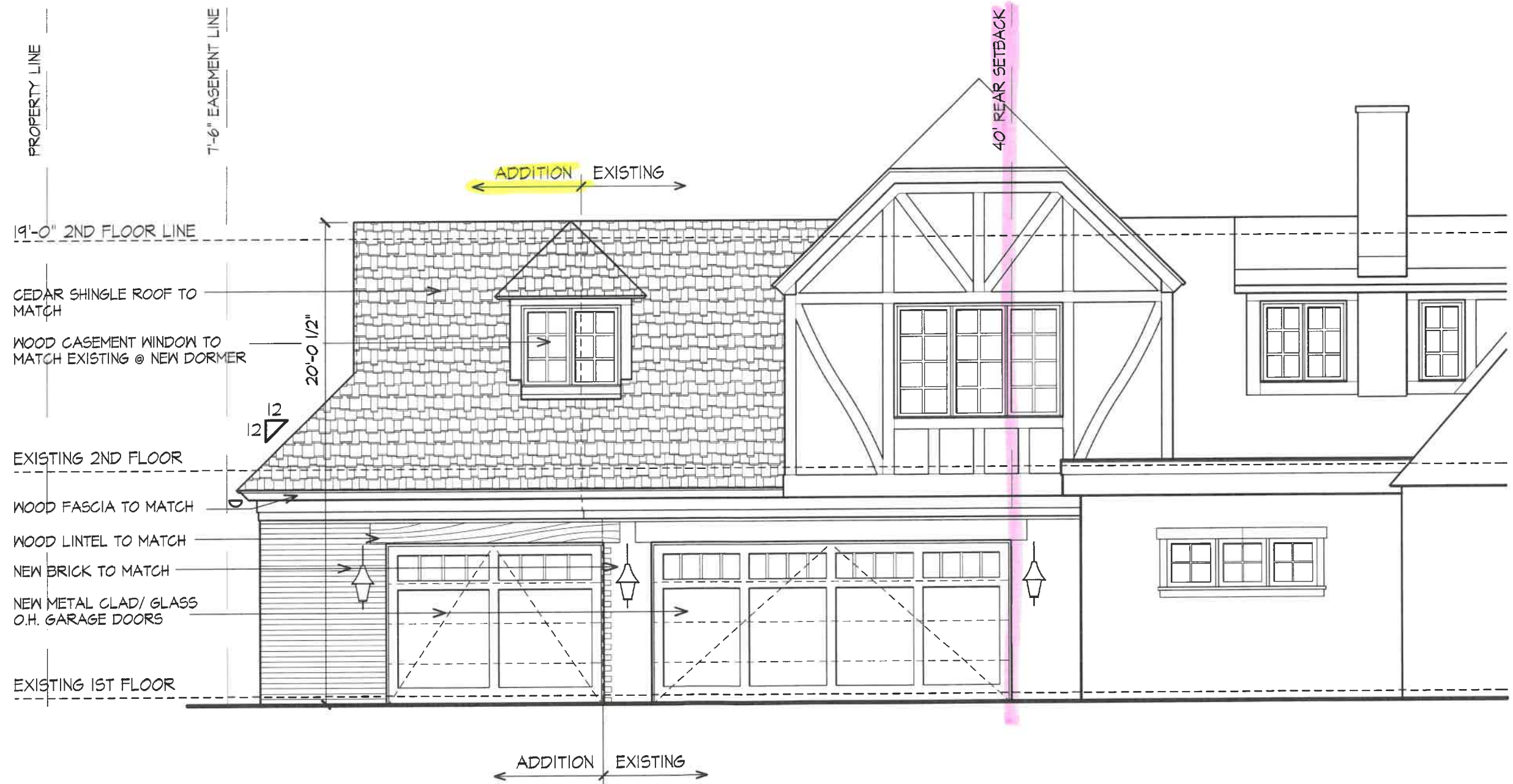
SCALE 1/4" = 1'-0"

Ginter Residence - 550 Hathaway Circle

Michael E. Breseman Architects Ltd







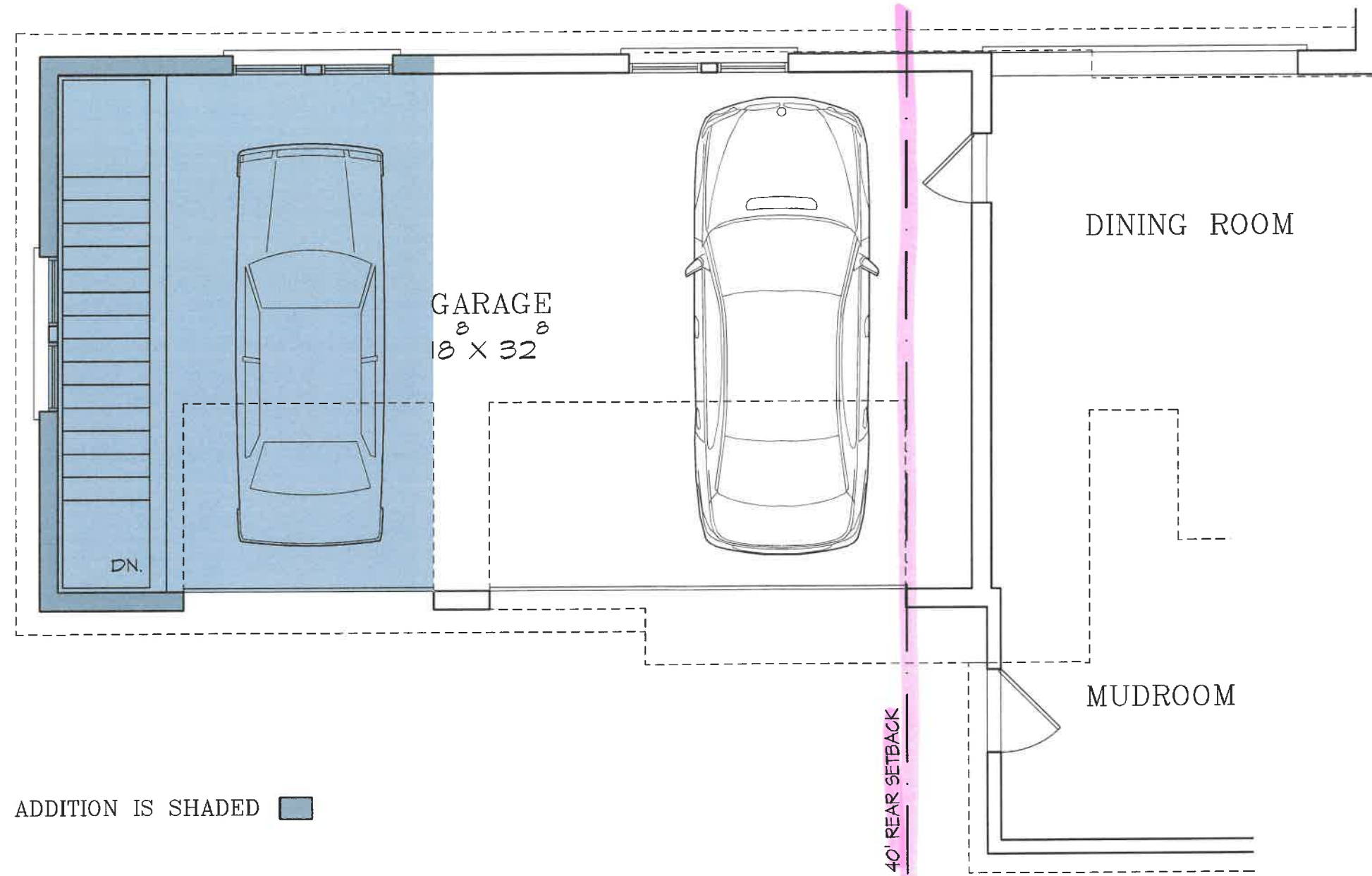
# Proposed South Elevation

SCALE 1/4" = 1'-0"

Ginter Residence - 550 Hathaway Circle

Michael E. Breseman Architects Ltd





ADDITION IS SHADED



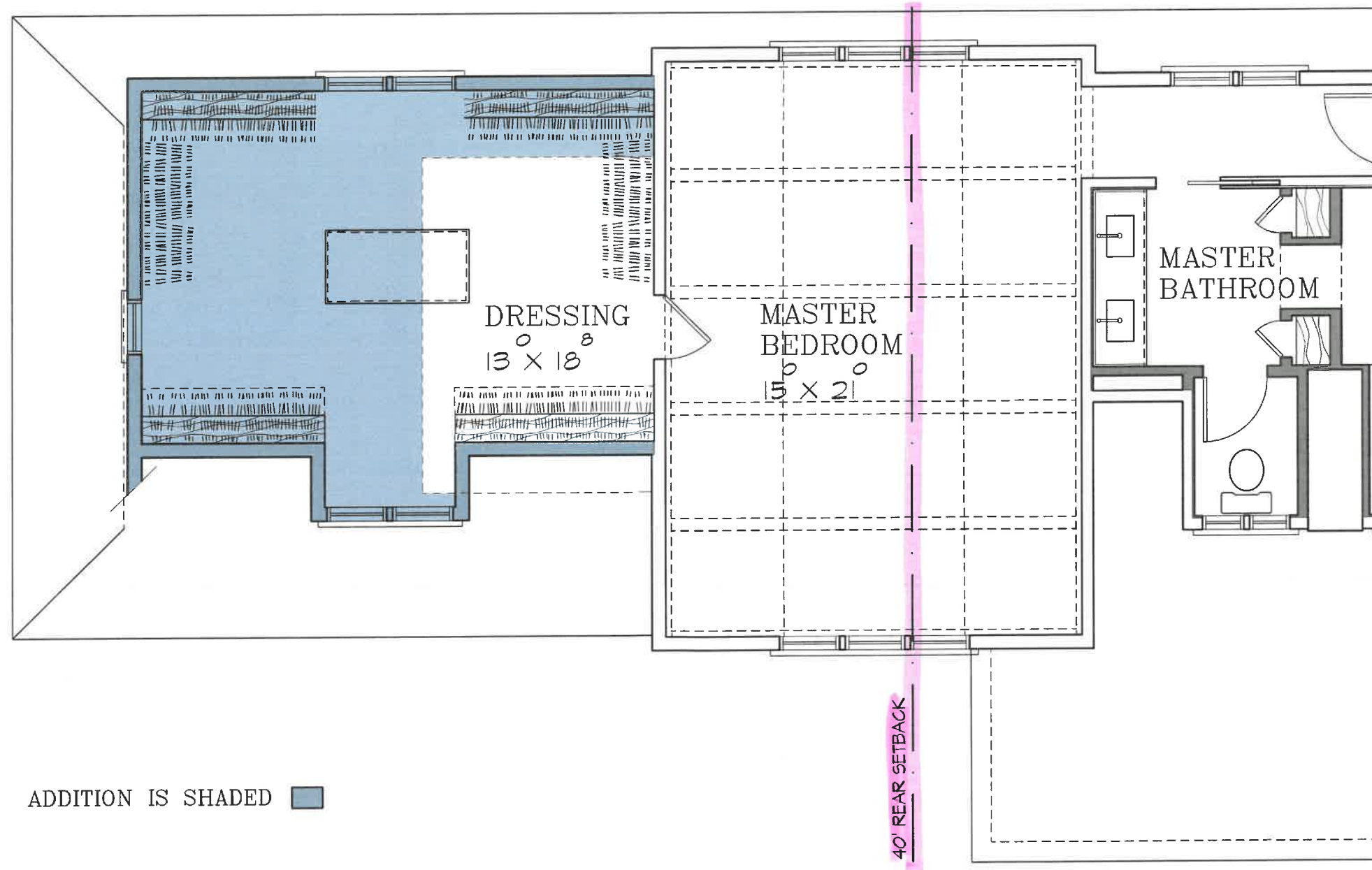
# Proposed Partial First Floor Plan

SCALE 1/4" = 1'-0" 024

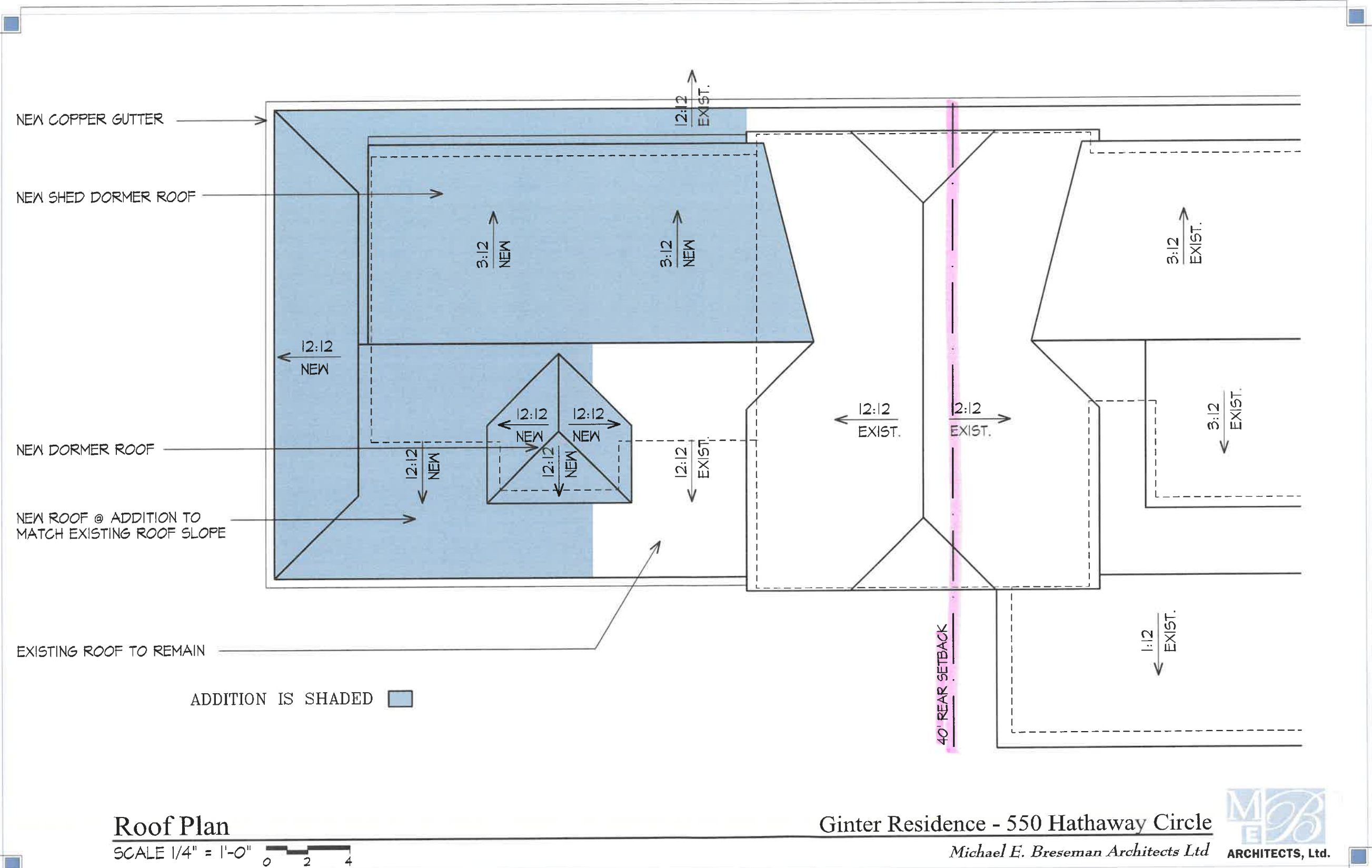
Ginter Residence - 550 Hathaway Circle

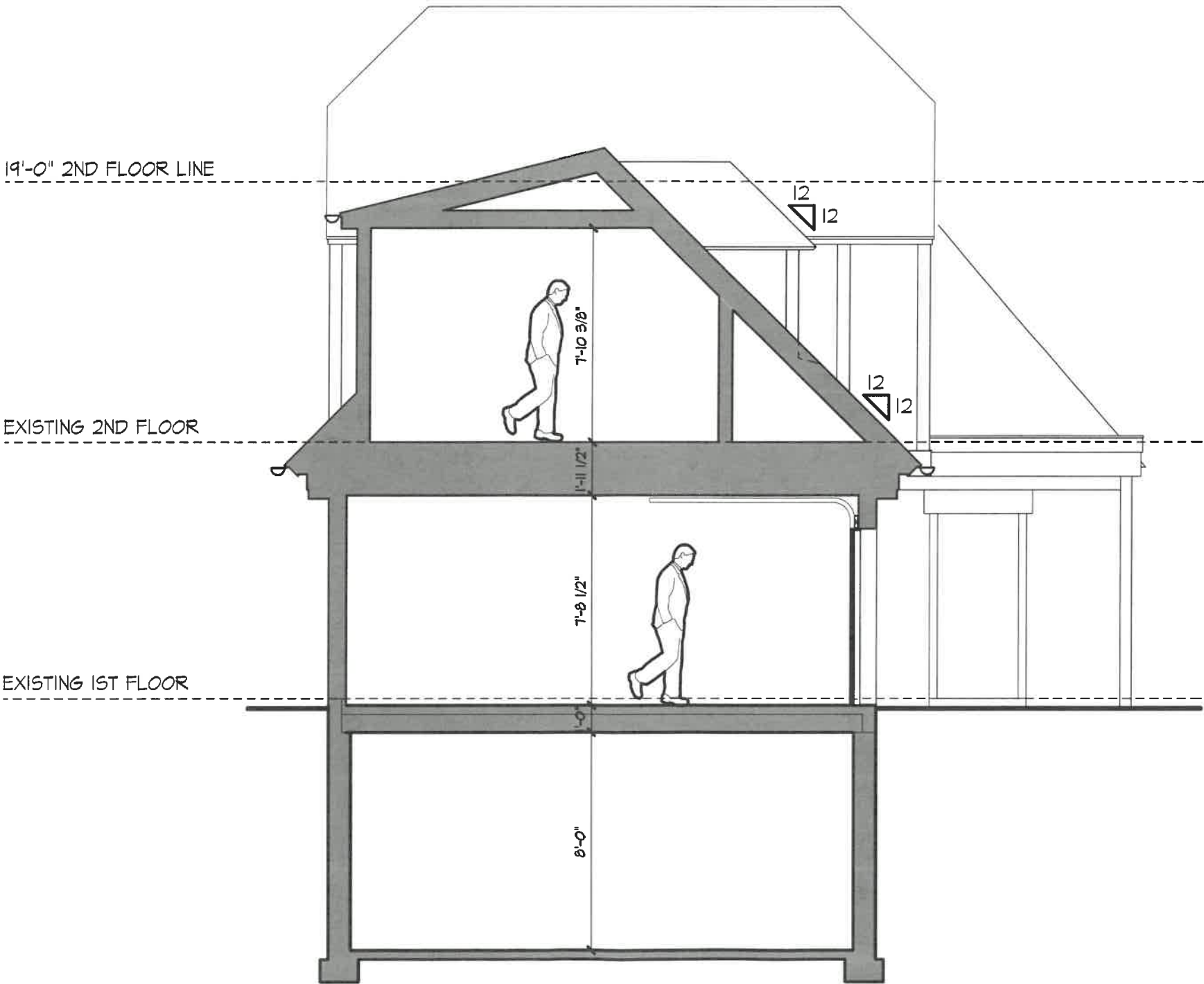
Michael E. Breseman Architects Ltd











Building Section

SCALE 1/4" = 1'-0"



Ginter Residence - 550 Hathaway Circle

Michael E. Breseman Architects Ltd





Existing West Elevation

SCALE 1/4" = 1'-0" 0 2 4

Ginter Residence - 550 Hathaway Circle

*Michael E. Breseman Architects Ltd*





Partial Existing North Elevation

SCALE 1/4" = 1'-0" 0 2 4

Ginter Residence - 550 Hathaway Circle

*Michael E. Breseman Architects Ltd*





Partial Existing South Elevation

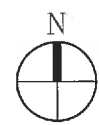
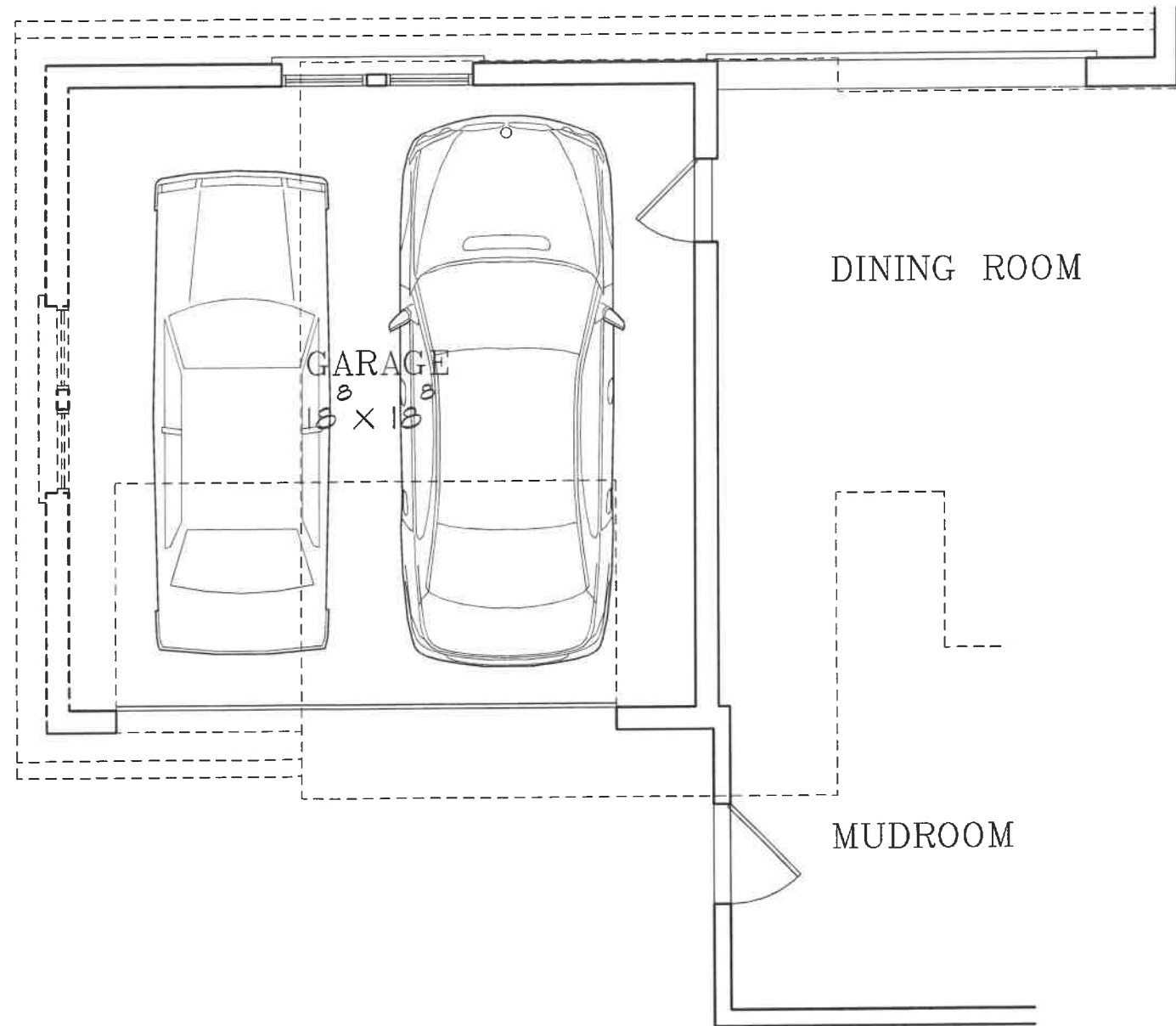
SCALE 1/4" = 1'-0" 0 2 4

Ginter Residence - 550 Hathaway Circle

Michael E. Breseman Architects Ltd







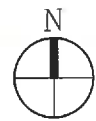
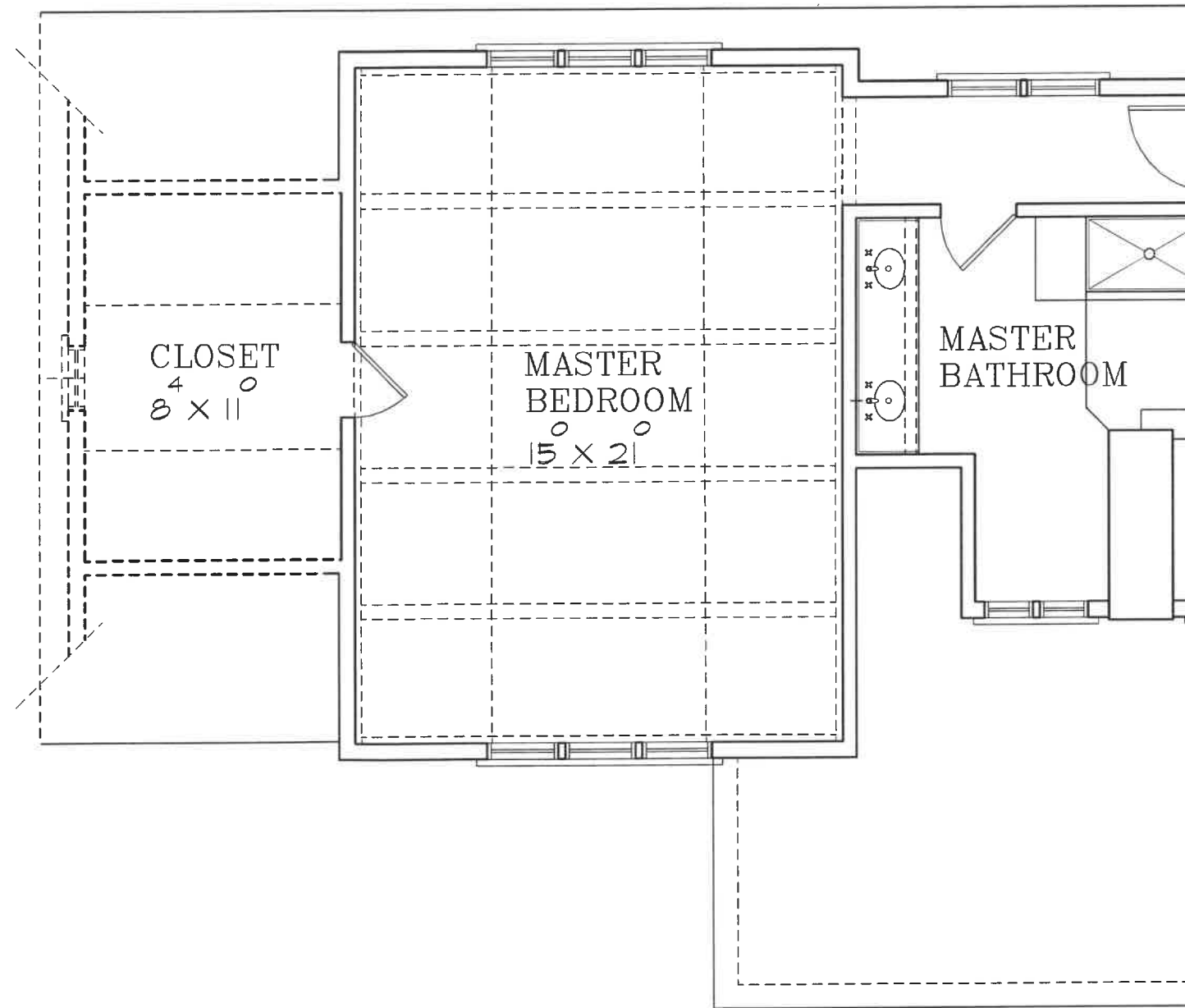
Existing Partial First Floor Plan w/ Demolition

SCALE 1/4" = 1'-0" 0 2 4

Ginter Residence - 550 Hathaway Circle

Michael E. Breseman Architects Ltd





Existing Partial Second Floor Plan w/ Demolition

SCALE 1/4" = 1'-0" 0 2 4

Ginter Residence - 550 Hathaway Circle

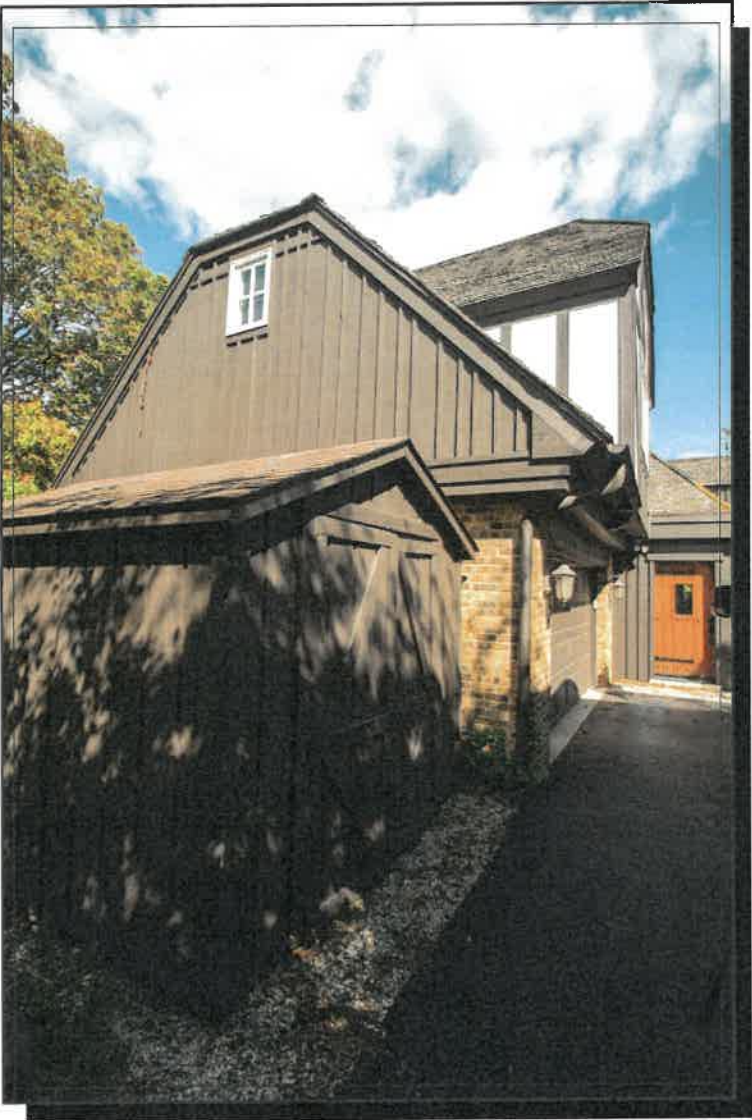
Michael E. Breseman Architects Ltd











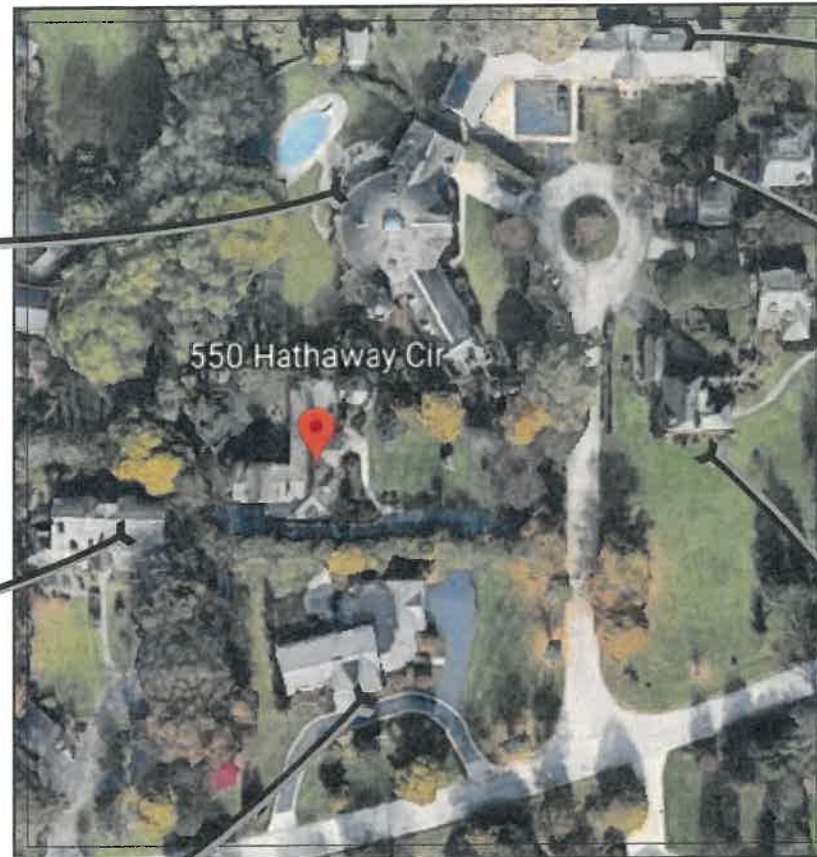
House Photos

Ginter Residence - 550 Hathaway Circle

*Michael E. Breseman Architects Ltd*







Neighborhood Photos

Ginter Residence - 550 Hathaway Circle

*Michael E. Breseman Architects Ltd*



## **Agenda Item 5**

### **624 Highview Terrace Front and Side Yard Setback Variances Lot Coverage Variance**

Staff Report  
Vicinity Map  
Air Photos

#### Materials Submitted by Petitioner

Application  
Statement of Intent  
Plat of Survey  
Proposed Site Plan  
Existing and Proposed Elevations  
Existing and Proposed Floor Plans  
Proposed Garage Elevations and Floor Plans  
Existing and Proposed Streetscape Elevations  
Proposed Grading Plan  
Existing Sun Study  
Proposed Sun Study  
Photographs  
Correspondence





## STAFF REPORT AND RECOMMENDATION

TO:	Chairman Sieman and members of the Zoning Board of Appeals
DATE:	November 22, 2021
FROM:	Michelle Friedrich, Planning Technician
SUBJECT:	<i>Front and Side Yard Setback Variances and Lot Coverage Variance</i>

### OWNERS

Jerry O'Brien and Laura Nekola  
624 Highview Terrace  
Lake Forest, IL 60045

### PROPERTY LOCATION

624 Highview Terrace

### ZONING DISTRICT

R1 – Single Family Residence  
9,375 SF minimum lot size

### PROJECT REPRESENTATIVE

Chris Russo, project manager

### SUMMARY OF REQUEST

This is a request for approval of a front yard setback variance to allow construction of an open and functional front porch, a side yard setback variance from the west property line to allow the construction of a second story addition over the existing single story non-conforming residence and a lot coverage variance. A replacement detached garage is also proposed, no setback variance is requested for the garage however, the garage contributes to the lot coverage overage. The Building Review Board is scheduled to consider the design aspects of this petition at the December 2021 meeting.

The property is located on the north side of Highview Terrace, one lot east of Maywood Road. The property is in the L.G. Arries First Addition to Northmoor Terrace which was approved in 1923. The residence was built in 1950. The parcel today is developed with a single story residence and a detached garage.

### FACTS

#### *Compliance/Non-Compliance with Key Code Requirements*

- ❖ The property does not meet the minimum lot size of 9,375 square feet.
- ❖ The property does not meet the minimum lot width of 75'.
- ❖ The existing house and detached garage comply with the lot coverage limitation.
- ❖ The existing house does not comply with the side yard (west) setback requirement.
- ❖ The existing detached garage does not comply with the accessory structure side yard (east) setback requirement.
- ❖ The proposed project complies with the Building Scale requirements.
- ❖ The proposed project complies with the side yard (east), rear yard and accessory structure setback requirements.
- ❖ The proposed project does not comply with the front yard setback and a variance of 3 feet from the 40 foot front yard setback is requested.

- ❖ The proposed project does not comply with the side yard (west) setback and a variance of 6 feet from the 10 foot side yard setback is requested.
- ❖ The proposed project does not comply with the lot coverage limitation, a variance is requested to allow the lot coverage to exceed the maximum of 30% by 1.1% or 88 square feet.

***Physical, Natural or Practical Difficulties***

- ❖ The existing structure was constructed in conformance with the side yard setback that was in place at the time of construction, prior to present day setback requirements.
- ❖ The L.G. Arries First Addition to Northmoor Terrace Subdivision was approved by the City in 1923, prior to current Code requirements.

**STAFF EVALUATION**

This matter was scheduled on the June and August 2021 agendas of the Zoning Board of Appeals but was postponed at the request of the petitioners in response to letters received from the neighbor to the west. The letters along with additional correspondence received since that time, is included in the Board's packet. The petitioner stated the intention to work with the neighbor to the west and consider modifications to address the concerns presented. The petitioner has updated the grading plan to include a storm sewer proposed to extend from the northwest corner of the house, along the west side of the house, to the south side of the house. This storm sewer is proposed in an effort to alleviate drainage on to the neighboring property to the west. The petitioner also provided illustrations of sunlight impacts under the existing and proposed conditions. The illustrations are included in the Board's packet. It may be helpful for the petitioner's architect to describe what data was used to prepare the sunlight studies and to review the changes anticipated with the proposed building addition.

As noted above, this property is located in the R-1 Zoning District. The R-1 Zoning District has a minimum lot size of 9,375 square feet and a minimum lot width of 75 feet. The parcel totals approximately 7,939 square feet and is 53 feet wide and does not meet the current minimum lot width and lot size requirements. Many lots along Highview Terrace are narrower than the current minimum lot width requirement for the R-1 Zoning District. In general, due to the size of the lot and the non-conforming nature of the existing house in relation to the setbacks, consideration of variances to a limited extent appears to be reasonable keeping in mind that the various Code limitations are intended to avoid overbuilding of the smaller lots in this neighborhood. Staff's evaluation of each of the variances requested is provided below.

***Front Yard Setback Variance***

The existing residence does not encroach into the 40 foot front yard setback. As part of the larger renovation and addition, the owners desire to replace the existing front stoop with an open, functional front porch along the eastern half of the front façade. To achieve this, the proposed front porch encroaches 3 feet into the 40 foot front yard setback. In general, open front porches, such as proposed in this project, help to visually reduce the mass of a front façade and can add architectural interest to the house.

**Staff Recommendation and Findings - Approve – Front Yard Variance for Open Front Porch**

Based on review of the information submitted by the petitioners and an analysis of this request based on applicable portions of the Zoning Code, staff submits the following findings with respect to the front yard setback variance.

1. The requested front yard variance, if granted, will not alter the essential character of the neighborhood. The open front porch, located partially within the front yard setback, will be consistent with and complement the established neighborhood.
2. The conditions upon which the front yard setback variance is requested, including the original siting of the house and the changes to the zoning regulations since the house was constructed, 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.
3. The variance and the resulting open, one-story front porch will not impair light or ventilation to adjacent properties, increase congestion, endanger public safety, or substantially diminish property values. No evidence has been submitted that indicates the front yard variance, if approved, will increase congestion, endanger public safety, or diminish property values.

Based on the findings presented above, recommend approval to the City Council of a variance to allow a front porch addition no closer than 37 feet to the front property line. The recommendation is subject to the following condition of approval:

- The front porch on the residence shall remain open as reflected on the plans presented in support of the variance request.

#### *Side Yard (West) Setback Variance*

The existing structure encroaches just under 4 feet into the required ten foot side yard setback along the west property line. The proposed second story addition encroaches slightly less than the existing house and including the overhang and gutter, the proposed addition is 4 feet from the west property line. The intent of this addition is to allow the reconfiguration of the existing first floor space and relocation of the bedrooms from the first floor to the proposed second floor. The addition, if approved, will extend 24.5 feet from north to south and increase the height of the residence in that area by just under 9 feet.

No landscaping is proposed as part of this project along the west property line because there is not adequate space or light to support any significant plantings between the two homes. In addition, some improvements, storm sewer or a swale, may be needed in this area to address drainage.

In discussions to date with the petitioner and the petitioner's architect, staff suggested that information on the options explored for adding the desired space to the house, and the pros and cons of each be provided as background information. It will be helpful to understand the challenges and decisions that led to the current proposal and the need for a side yard variance. Given the close proximity to the property line and the relationship of the side of the petitioner's house to the rear of the neighboring home, thorough consideration is important in an effort to minimize impacts on the neighboring home.

#### **Staff Recommendation and Findings – Continue – Side Yard Setback Variance to the West**

Based on review of the information submitted by the petitioners, site visits, comments from neighboring property owners and an analysis of this portion of the request based on applicable portions of the Zoning Code, staff recommends further study and exploration of the potential to expand the house without constructing significant additional building mass within the required setback.



- The additional mass proposed to be constructed in the side yard setback on the west side of the house for the proposed addition will change the relationship of this house to the neighboring property. Although a modest encroachment exists today with the one story house, the proposed construction will increase the height within the setback area by nearly nine feet.
- There are many nonconforming properties along in the Northmoor Terrace. Although some variances have been granted to other properties in this neighborhood for smaller additions, additions of this size, within the setback and in this case within four feet from the property line, are not common. This is a small lot neighborhood with fairly narrow setbacks, encroachment into the setbacks with significant building mass could overwhelm neighboring properties and ultimately change the character of this neighborhood.
- As noted above, the existing residence is nonconforming and was constructed prior to current zoning regulations. This nonconforming nature of the existing structure does not prevent expansion of the home in a modest way and in a manner that is consistent with the current setbacks. As proposed, the building mass within the setback is significantly expanded both horizontally and vertically. Some variance may be warranted. It is the magnitude of the variance now requested that raises questions about whether alternatives have thoroughly been considered.
- As proposed, the addition within the setback could impact light or ventilation to the adjacent property to a greater extent than currently exists. The neighbor's statement raises this concern.

#### *Lot Coverage Variance*

The Code allows all structures on a property together to cover a maximum of 30% of the lot. In this case, the existing lot coverage is 28.1%. With the proposed additions and renovations, the lot coverage increases to 31.1%, or 88 square feet over the allowable 2,385 square feet maximum, triggering the need for a variance. A clear hardship should be demonstrated for a variance from the lot coverage as with any other variance requests. In this case, the petitioners are replacing the existing garage and increasing the size of the garage from 463 square feet to 576 square feet, or an increase in size of 113 square feet. The replacement garage could be reduced in size to allow the overall project to comply with the lot coverage requirements while still accommodating two vehicles.

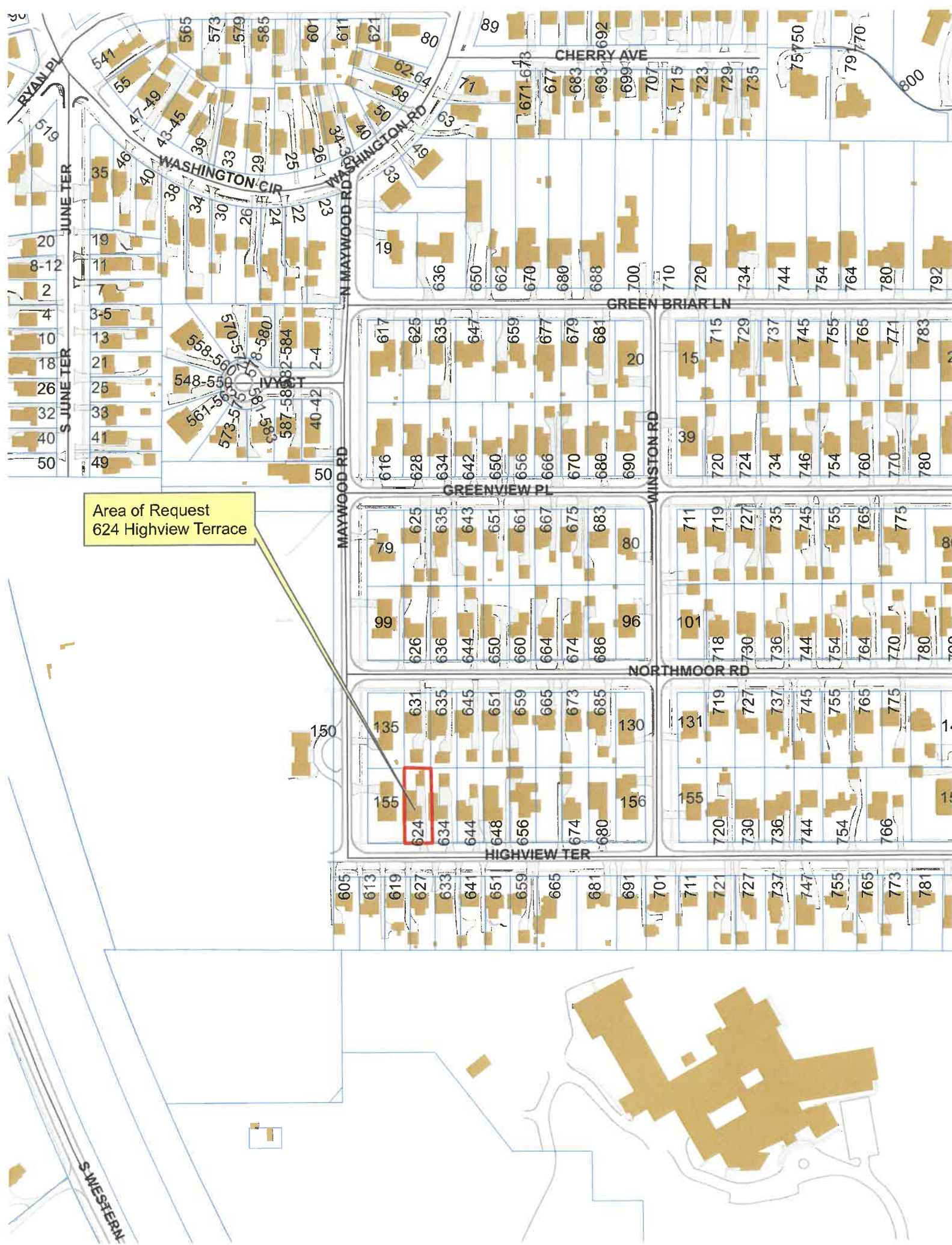
#### **Staff Recommendation and Findings - Continue - Lot Coverage**

Direct the petitioner to reduce the size of the garage to meet the lot coverage requirements.

#### **PUBLIC COMMENT**

Standard public notice of this request was provided by the City to surrounding property owners. Notice was also provided in the Lake Forester and the agenda was posted at five public locations. As of the date of this writing, two letters with various exhibits attached were received from the neighbor to the west, detailing concerns with respect to drainage as a result of the lot coverage variance and light implications in response to the side yard setback request. One letter, as noted above, was received prior to the June 2021 Zoning Board meeting. A second letter was received on August 19, 2021. A letter was also received from the neighbor to the north expressing general concerns about the potential for overbuilding on the lot and changing the character of the small lot neighborhood. Ten other letters were received from neighboring property owners in support of the petition. All of the letters are included in the Board's packet.

Area of Request  
624 Highview Terrace





Area of Request  
624 Highview Terrace





Area of Request  
624 Highview Terrace





THE CITY OF LAKE FOREST  
ZONING BOARD OF APPEALS APPLICATION OF ZONING VARIANCE

PROJECT ADDRESS 624 HIGHVIEW TERRACE

ZONING DISTRICT R-1

Property Owner (s)

Name JERRY O'BRIEN & LAURA NEKOLA

(may be different from project address)

Address 624 HIGHVIEW TERRACE

Phone 847-346-2434

Fax

Email b767flyer@juno.com

Applicant/Representative

Name CHRIS RUSSO

Title

PROJECT MANAGER - ALA ARCHITECTS

(if different from Property Owner)

Address 2600 BEHAN RD. CRYSTAL LAKE, IL

Phone 815-788-9200

Fax

Email CRUSSO@ALAARCHITECTS.COM

Beneficial Interests

Corporation ☐ See Exhibit A  
Partnership ☐ See Exhibit B  
Trust, land or other ☐ See Exhibit C

Staff Reports are Available the Friday before the Meeting

Email Report:	Owner	<input type="checkbox"/>	Representative	<input type="checkbox"/>
Fax Report:	Owner	<input type="checkbox"/>	Representative	<input type="checkbox"/>
Pick Up Report:	Owner	<input type="checkbox"/>	Representative	<input type="checkbox"/>

Signatures

I have read the complete application packet and understand the variance process and criteria. I understand that this matter will be scheduled for a public hearing when a determination has been made that my application is complete.

[Signature]  
Owner

[Signature]  
Owner

Applicant/Representative

6/4/21  
Date

6/4/21  
Date

6/3/2021  
Date





Architects & Planners, Inc.

2600 Behan Road (at Route 176)  
Crystal Lake, IL 60014

Phone: 815-788-9200  
Fax: 815-788-9201

**June 3, 2021**

**City of Lake Forest  
Building Review Board  
Letter of Intent for Variance Request  
800 N. Field Drive  
Lake Forest, IL 60045**

**Re: Letter of Intent for ZBA  
O'Brien Residence  
624 Highview Terrace  
Lake Forest, Illinois 60045  
ALA project #20328**

Jerry O'Brien and Laura Nekola are longtime residents of Lake Forest. They love the community and intend to remain here, in this house, well into their retirement years. While Jerry and Laura love their 1951 vintage 1-story Cape Cod, the home has some design flaws which they would like to address at this time. The proposed changes presented for your consideration include a partial second floor addition to the residence, the enlargement of the existing front porch, the addition of a covered rear entry, and a new detached garage.

The only solution available to address their family's needs on this lot is to create more space by building up and relocating the existing bedrooms to the second floor. In addition to capturing much needed living space on the main level, the second floor addition allows for opportunities to create a mud room, with more convenient access to the detached garage at the rear of the house, and to bring the laundry room up from the basement to the main floor. The proposed new second floor bedrooms and baths, while still rather modest in size, are configured to more modern, usable, standards.

Every effort has been made to design these proposed changes in compliance with the Building and Zoning Codes. For example, the proposed new detached garage is completely compliant with the Ordinance in regard to height, area, and building setbacks. The proposed new covered stoop at the rear of the house is also compliant with required zoning setbacks. We are also compliant with the maximum allowable bulk, as calculated in the Building Scale Workbook. However, the age and placement of the home, and the size of the lot require us to make some variance requests.

The existing house was originally built just over five feet from the West property line, which does not meet the current side yard setback of 10ft. The proposed second story addition needs to bear structurally on the existing exterior walls below, which will place that portion of the addition within the required side yard for approximately 24.5 lineal feet. We feel we have been successful at minimizing the massing impact by stepping the second floor footprint backward, choosing hipped roof profiles to minimize bulkiness, and enlarging the front porch with a shed roof across to break up the most prominent portion of the addition and give the design a more human scale. We feel that the use of horizontal and shake siding finishes also serves to lighten the overall mass of the addition, while blending harmoniously with the shake siding and masonry of the existing home. In addition to these design features, existing parkway and front yard trees, along with bushes and other landscape features further diminish the mass of the addition from the streetscape.



Architects & Planners, Inc.

2600 Behan Road (at Route 176)  
Crystal Lake, IL 60014

Phone: 815-788-9200  
Fax: 815-788-9201

Our second variance request is in regard to the new covered front porch. In addition to the porch roof helping to break of the mass of the second-floor addition, the homeowners would like the porch to be truly usable for leisure and socialization with their neighbors. Maintaining the depth of the 4'-0" existing porch would make the new porch unusable, therefore we are requesting a 6'-0" deep porch that would extend 1'-4½ inches into the front yard setback, plus soffit and gutters.

Our final variance request pertains to lot coverage. Due to the small size of the lot, the existing building lot coverage is already close to the maximum allowable at 28.1%. Our efforts to minimize the impact on lot coverage with the proposed design require us to request a variance to increase the maximum allowable building coverage by only 3%, for a maximum allowable building coverage of 31.1%. These efforts include building up with a second story addition, as opposed to increasing the building footprint on the ground floor, sizing the new detached garage to minimum standards for a modern 2-car garage, and designing the new front and rear porches to be just large enough to serve their purpose without being oversized.

Except for the special circumstances mentioned earlier, this project conforms with all required setbacks. The scale & height of the addition and garage complies with Code requirements and is visually compatible with site elements and adjacent buildings. The proposed additions are consistent with the existing architectural style, while the proportions of the elevations, and visual continuity of the rooflines, are harmonious with the existing residence and the surrounding neighborhood. Any required new landscaping features shall be consistent with the existing natural environment on both the subject property and surrounding properties. Proposed exterior materials are of the highest quality, appropriate for the intended use and consistent with the existing style of the residence. Wherever possible, the proposed design maximizes the distance between buildings on site and on adjacent properties. The size, scale, and nature of the additions are consistent with the existing streetscape and character of the neighborhood.

We look forward to discussing the proposed design changes and requested variances with you in further detail and welcome any questions you may have. We believe that these proposed changes will only provide a positive benefit to the homeowners, their neighbors, and the City of Lake Forest.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Chris', with a long, horizontal flourish extending to the right.

**Christopher Russo**  
**Project Manager**



Architects & Planners, Inc.

2600 Behan Road (at Route 176)  
Crystal Lake, IL 60014

Phone: 815-788-9200  
Fax: 815-788-9201

**August 16, 2021**

**City of Lake Forest  
Letter of Intent for Variance Request  
800 N. Field Drive  
Lake Forest, IL 60045**

**Re: Addendum to Letters of Intent for Variance & Building Review Request  
O'Brien Residence  
624 Highview Terrace  
Lake Forest, Illinois 60045  
ALA project #20328**

**ADDENDUM**

An update has occurred subsequent to the issuance of the official meeting packet to the Zoning & Building Review Boards, which included a letter of dissent from the property owner to the West of the subject property. In their letter, this property owner expressed concerns about ongoing drainage issues between the two properties and about the potential loss of natural light to the East side of their residence from the proposed addition.

The O'Briens have since reached out to their neighbor and eased their concerns regarding stormwater drainage by contracting with a Civil Engineer to design an underground drainage pipe at their shared property line. The revision is now included in the overall scope of work for the project and reflected in the updated Civil Engineering drawings.

ALA Architects and Planners, Inc. has provided exhibits showing the results of a sun study, comparing the amount of sunlight that reaches the East wall of the neighbor's residence in current conditions to the amount of sunlight reaching the East wall after the proposed addition is constructed. A worst-case scenario is depicted in the attached exhibits, which graphically show how much light reaches the neighbor's East wall over a 15 hour period. The results of the study confirm that the proposed addition will cause a negligible loss of light on any given day.

Sincerely,

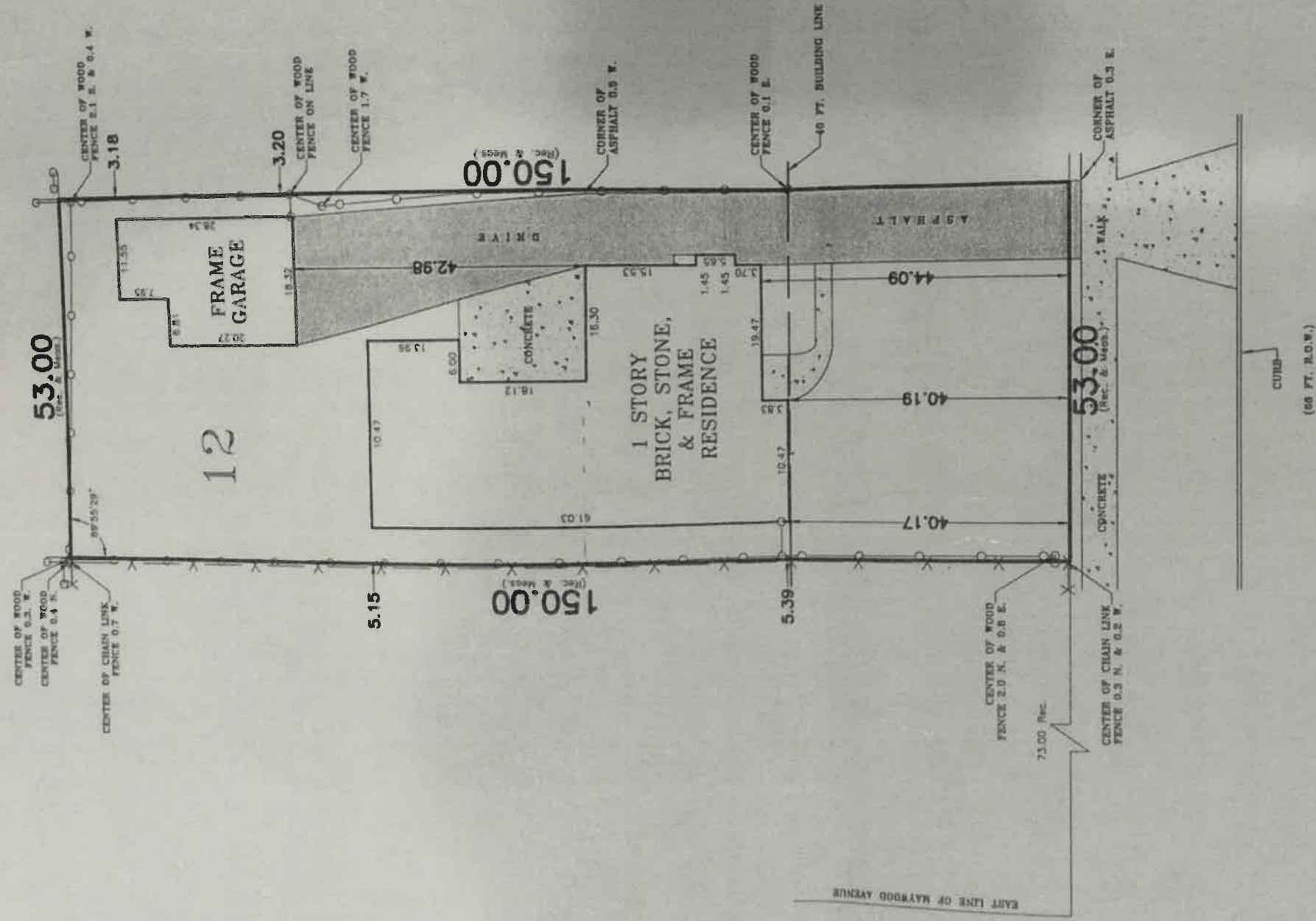
**Christopher Russo  
Project Manager**



SCALE: 1"=20'

LOT 12 IN BLOCK 4 IN L. G. ARRIES' FIRST ADDITION TO NORTHMOOR TERRACE, A SUBDIVISION OF LOTS 2, 3, 6, 7, 8, 9 AND 10 AND PART OF LOT 5, ALL IN WINSTON AND MAY'S SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

ADDRESS: 624 HIGHVIEW TERRACE, LAKE FOREST ILLINOIS



## HIGHVIEW TERRACE

## GENERAL NOTES:

- 1) THE LEGAL DESCRIPTION HAS BEEN PROVIDED BY THE CLIENT OR THEIR AGENT.
- 2) THIS SURVEY SHOWS THE BUILDING LINES AND EASEMENTS AS INDICATED BY THE RECORDED PLAT. THIS PLAT DOES NOT SHOW ANY RESTRICTIONS ESTABLISHED BY LOCAL ORDINANCES UNLESS SUPPLIED BY THE CLIENT.
- 3) BASIS OF BEARING FOR THIS SURVEY IS AS THE NORTH ARROW INDICATES, AND IS SHOWN TO INDICATE THE ANGULAR RELATIONSHIP OF THE BOUNDARY LINES.
- 4) MONUMENTS, IF SET, DURING THIS SURVEY, REPRESENT THE TRUE CORNERS OF THIS DESCRIPTION AS SURVEYED.
- 5) LOCATION OF SOME FEATURES MAY BE EXAGGERATED FOR CLARITY. NO EXTRAPOLATIONS MAY BE MADE FROM THE INFORMATION SHOWN HEREON.
- 6) ONLY COPIES WITH AN ORIGINAL SIGNATURE AND SEAL ARE OFFICIAL LEGAL INSTRUMENTS. ALL SURVEYS ARE COPYRIGHTED MATERIALS WITH ALL RIGHTS RESERVED.

Professional Design Registration #184-002795

PREFERRED SURVEY, INC.

7845 W. 79TH STREET, BRIDGEVIEW, IL, 60455

phone 708-458-7845 / Fax 708-458-7855

[www.palaurvey.com](http://www.palaurvey.com)

Work Completed	06/11/10	FLO CREW:	CO/EM
Area Surveyed	7,950.0 Sq. Ft.	CAD:	SR
ing Revised			



STATE OF ILLINOIS ) S.S.  
COUNTY OF COOK )

SURVEY ORDERED BY: GOULD & PATNER

I, JOSEPH P. MAKISCH, AS AN EMPLOYEE OF PREFERRED SURVEY HEREBY STATE THAT THIS PROFESSIONAL SERVICE CONFORMS TO CURRENT ILLINOIS MINIMUM STANDARD FOR A BOUNDARY SURVEY. PROPERTY CORNERS HAVE BEEN SET OR NOT IN ACCORDANCE WITH AGREEMENT. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 68 DEGREES FAHRENHEIT.

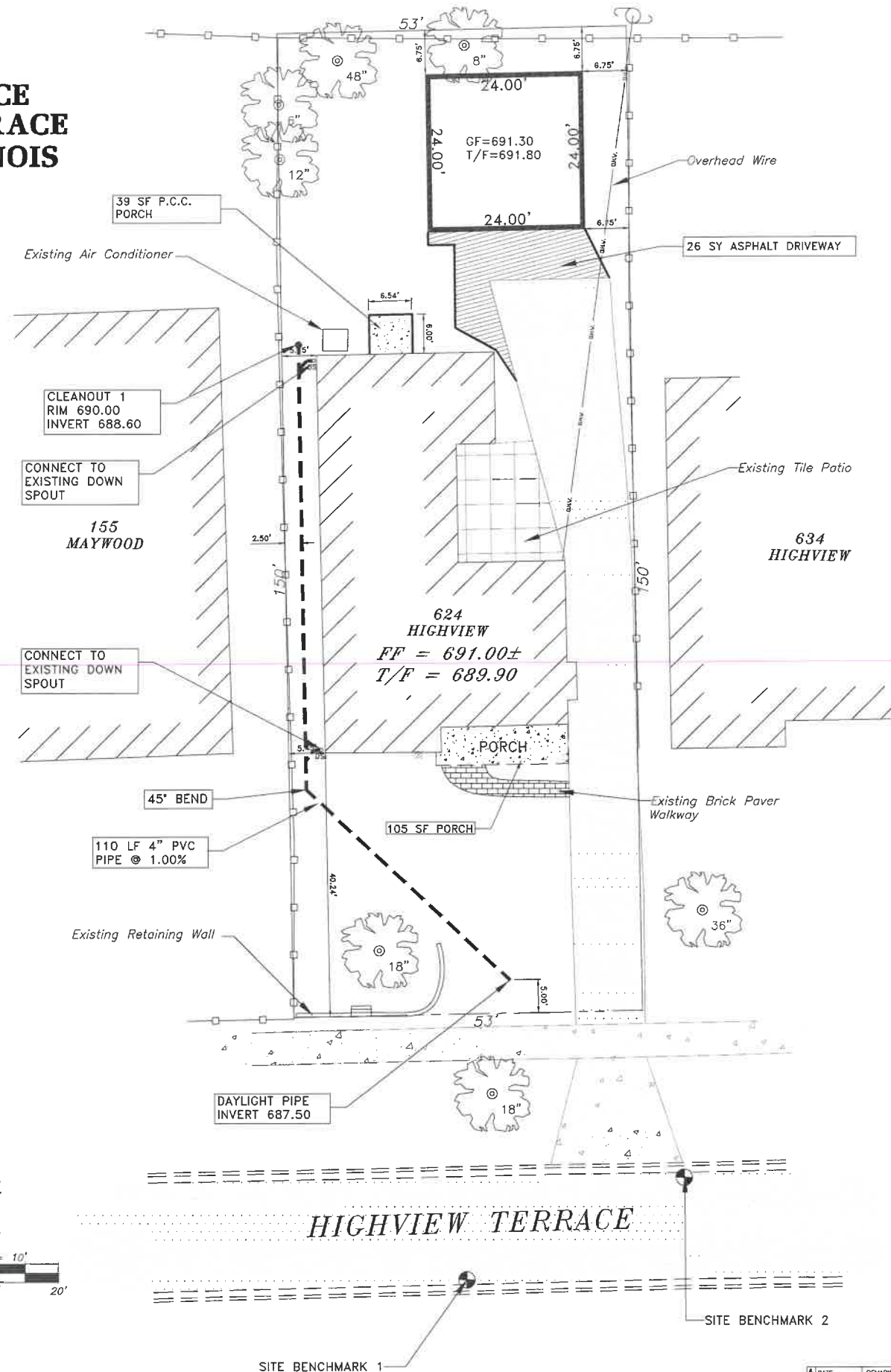
GIVEN UNDER MY HAND AND SEAL THIS  
14TH DAY OF JUNE

MY LICENSE EXPIRES ON 11/1/2001

P.S.L. NO. 1091216



O'BRIEN RESIDENCE  
624 HIGHVIEW TERRACE  
LAKE FOREST, ILLINOIS



GENERAL NOTES:

1. REFERENCED SPECIFICATIONS  
ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE APPLICABLE SECTIONS OF THE FOLLOWING EXCEPT AS MODIFIED HEREIN OR ON THE PLANS:
  - STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION ADOPTED APRIL 1, 2016 BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT STANDARD SPECIFICATIONS) RIGHT OF WAYS.
  - CITY OF LAKE FOREST ORDINANCES, REQUIREMENTS AND STANDARD DETAIL SHALL GOVERN IN THE EVENT OF CONFLICTING SPECIFICATIONS.
  - STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL PUBLISHED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY.
  - ILLINOIS URBAN MANUAL FOR SOIL EROSION CONTROL PRACTICES
2. NOTIFICATION  
IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE FOLLOWING:
  - THE CITY OF LAKE FOREST 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
  - THE ELECTRIC, COMMUNICATIONS AND GAS UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
3. PERMITS  
OWNER SHALL SECURE PERMITS AS FOLLOWS AND COMPLY WITH ALL REQUIREMENTS OF THE PERMITS:
  - CITY OF LAKE FOREST
4. QUANTITIES  
THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES AS INDICATED ON THE PLANS. THE QUANTITIES WHICH ARE INDICATED ARE FOR BIDDING PURPOSES ONLY AND MUST BE VERIFIED. ANY DISCREPANCIES ARE TO BE REPORTED TO THE DESIGN ENGINEER.
5. EXAMINATION OF THE SITE  
THE CONTRACTOR IS RESPONSIBLE FOR EXAMINING ALL SITE CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND IS TO COMPARE THE SITE CONDITIONS AS INDICATED ON THE ENGINEERING PLANS.
6. INDEMNIFICATION  
THE CONTRACTOR(S) SHALL INDEMNIFY THE ENGINEER AND THEIR AGENTS, THE CITY OF LAKE FOREST AND THEIR AGENTS FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION AND TESTING OF THIS WORK ON THIS PROJECT.
7. LOCATION OF EXISTING UNDERGROUND UTILITIES  
THE LOCATION OF VARIOUS EXISTING UNDERGROUND UTILITIES WHICH ARE SHOWN ON THE PLANS ARE FOR INFORMATION ONLY AND REPRESENT THE BEST KNOWLEDGE OF THE ENGINEER. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THEIR LOCATIONS AND ELEVATIONS PRIOR TO THE CONSTRUCTION OPERATIONS.
8. DAMAGE TO PROPERTY  
ANY EXISTING PAVEMENT, SIDEWALK, DRIVEWAYS, ETC., DAMAGED BY THE CONTRACTOR'S OPERATIONS AND NOT CALLED FOR IN THE CONTRACT TO BE REMOVED SHALL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR.
9. CONTRACTOR TO VERIFY ELEVATIONS  
THE CONTRACTOR SHALL VERIFY ALL ELEVATIONS PRIOR TO THE START OF WORK AND, IF THERE ARE ANY DISCREPANCIES, IS TO NOTIFY THE ENGINEER AT ONCE. NO WORK SHALL BE DONE UNTIL THE DISCREPANCY IS RESOLVED.
10. EROSION AND SEDIMENTATION CONTROL  
THE CONTRACTOR SHALL PROVIDE CONTROL FACILITIES SHOWN ON THE PLANS TO CONTROL EROSION AND SEDIMENTATION. ADDITIONAL MEASURES MUST BE UNDERTAKEN AS REQUIRED TO ACCOMMODATE SPECIAL CONDITIONS THAT ARISE DURING THE INSTALLATION OF THE FACILITIES. THE CONTRACTOR SHALL ALSO PROVIDE SUCH EROSION AND SEDIMENTATION CONTROL AS IS NECESSARY TO MEET THE REQUIREMENTS OF THE REFERENCED SPECIFICATIONS.

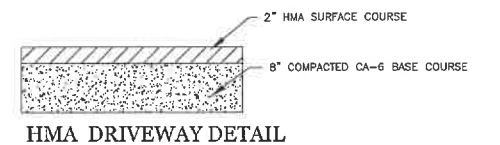
PROPOSED SITE PLAN



LOCATION MAP

SCALE: NTS

PROJECT LOCATION



PROJECT BENCHMARK:

DUPAGE COUNTY BENCHMARK

BENCHMARK 4-50

CHISELED SQUARE ON CONCRETE CURB AT NORTHWEST INTERSECTION OF SHERIDAN ROAD AND E RINGWOOD ROAD N

ELEVATION 681.38 NAVD88

SITE BENCHMARKS:

BENCHMARK NO. 1

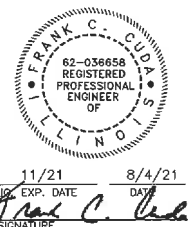
NAIL IN PAVEMENT AS SHOWN

ELEVATION 685.51 NAVD88

BENCHMARK NO. 2

NAIL IN PAVEMENT AS SHOWN

ELEVATION 685.80 NAVD88



DATE	REMARKS
1 6-21-21	PER CITY REVIEW
2 8-4-21	PER OWNER



1814 GRANDSTAND PLACE  
ELGIN, ILLINOIS 60123  
phone 847.697.7095  
fax 847.697.7099  
scheffloweng.com  
Firm License No. 184-001104

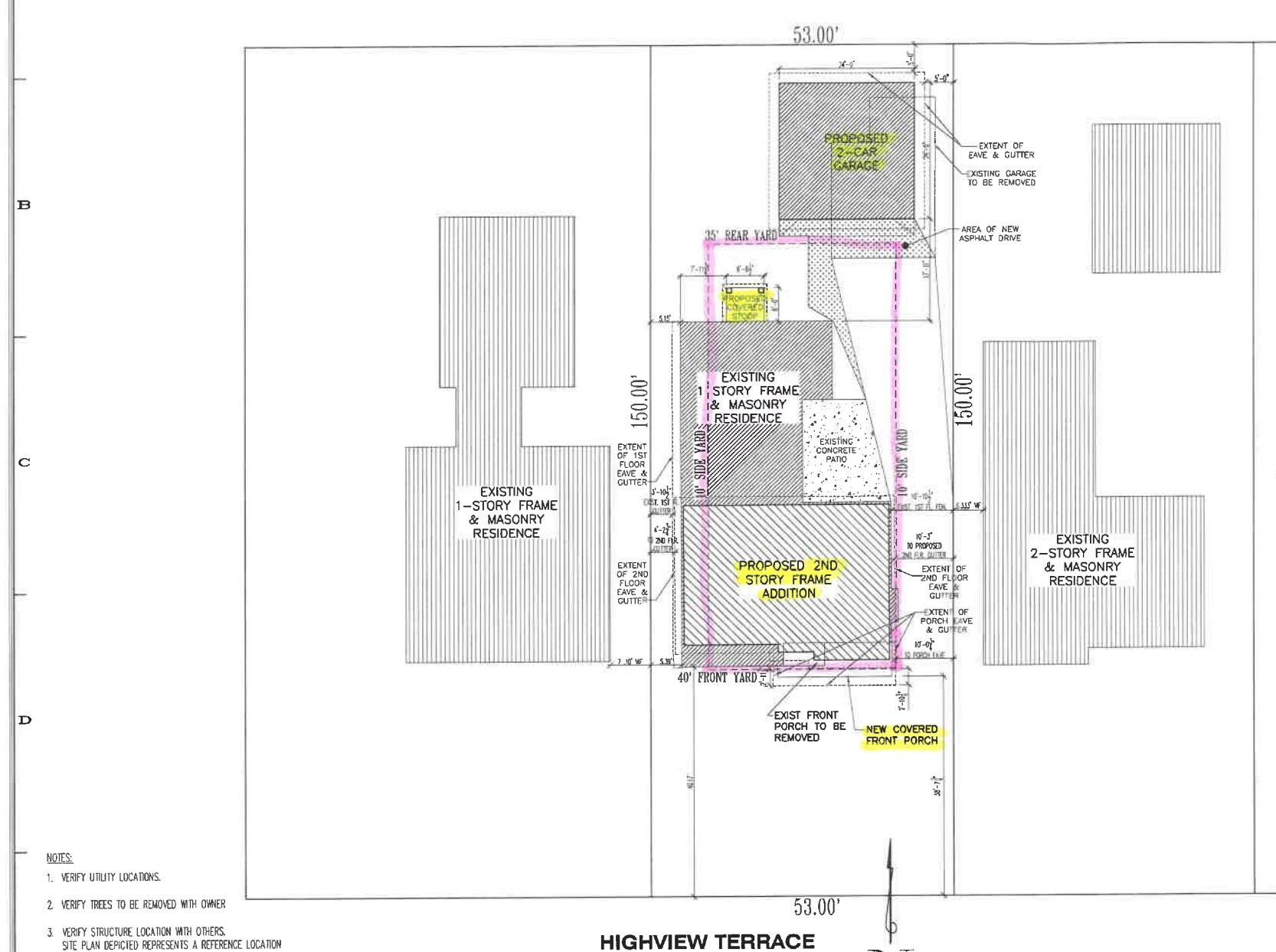
LAKE FOREST  
O'BRIEN RESIDENCE  
625 HIGHVIEW TERRACE  
SITE PLAN

SCALE	DATE
1"=10'	6/8/21
DRAWN BY	JOB NO.
AMC	5728
CHECKED BY	SHEET NO.
FCC	1 of 2



CALL BEFORE YOU DIG





- ### NOTES:
1. VERIFY UTILITY LOCATIONS.
  2. VERIFY TREES TO BE REMOVED WITH OWNER
  3. VERIFY STRUCTURE LOCATION WITH OTHERS.  
SITE PLAN DEPICTED REPRESENTS A REFERENCE LOCATION ONLY, NOT TO BE USED FOR STAKING, EXCAVATION, FOUNDATION LOCATION OR BUILDING OF ANY KIND. REFERENCE CIVIL ENGINEERING FOR ACTUAL HOUSE LOCATION AND VERIFY IN FIELD NO PORTION OF THE STRUCTURE EXTENDS OVER SETBACKS, BUILDING LINES OR EASEMENTS.
  4. REFER TO CIVIL ENGINEERING PLANS FOR UTILITY INFORMATION.
  5. BOUNDARY BASED UPON PLAT OF SURVEY FURNISHED TO ARCHITECT BY OWNER. VERIFY LOT DIMENSIONS IN FIELD.

## SITE PLAN

**NOTE TO OWNER & CONTRACTORS:**  
 THESE DOCUMENTS HAVE BEEN PREPARED WITHOUT THE aid of a PLAT or SURVEY. THEREFORE THE RESPONSIBILITY OF VERIFYING ALL SITE RELATED INFORMATION HAS BEEN TRANSFERRED TO THE OWNER & CONTRACTORS AND HAS NOT BEEN COMPLETED BY THE ARCHITECT. THIS INCLUDES AND IS NOT LIMITED TO: THE ALLOWABLE BUILDING AREA, FOOTPRINT, SQUARE FOOTAGE, VARIATION OF MEANS AND/or FLOOD PLAIN AND ALL OTHER ITEMS RELATED TO THE SITE THAT COULD IMPACT OR IMPIDE THE SUCCESSFUL COMPLETION OF PORTIONS OF THE ENTIRE PROJECT.

ACTIONS MAY BE REQUIRED TO VERIFY THE SITE INFORMATION PRIOR TO PERMIT SUBMITTAL, OR CONSTRUCTION, AND IS THE RESPONSIBILITY OF THE OWNER AND/OR CONTRACTOR TO PERFORM THESE ACTIONS IF NEEDED.

$$1'' = 10' - 0''$$

## SETBACKS

LOT AREA:	7,950 SF
ALLOWABLE BUILDING COVERAGE AREA:	2,385 SF (30%)
EXISTING BUILDING COVERAGE: (HOUSE, FRONT PORCH, GARAGE)	2,234.58 SF (28.1%)
PROPOSED BUILDING COVERAGE: (HOUSE, FRONT PORCH, REAR PORCH, GARAGE)	2,473.17 SF (31.1%)

## DRAWING INDEX

A000 SITE PLAN, DRAWING INDEX,  
GENERAL NOTES

A101 FIRST FLOOR DEMOLITION PLAN  
FIRST FLOOR PLAN

A102 SECOND FLOOR DEMOLITION PLAN  
SECOND FLOOR PLAN

A200 FRONT & REAR EXIST. &  
PROPOSED ELEVATIONS

A201 RIGHT EXIST. & PROPOSED ELEVATIONS

A202 LEFT EXIST. & PROPOSED ELEVATIONS

A203 CONTEXT ELEVATIONS

A300 ROOF PLAN & STRUCTURAL NOTES

A500 GARAGE PLANS & ELEVATIONS

**Architects & Planners, Inc.**  
2600 Behan Road at Rt. 176  
Crystal Lake, Illinois 60014  
Telephone: 815-768-9200  
Fax: 815-768-9201

Job Number:  
20328

Steel Number:  
A000

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A L A Architects & Planners, Inc.







DESIGN STAGE	DATE	BY	CHKD
CONCEPTUAL DESIGN	11-06-20	AL	AL
PRELIMINARY DESIGN	11-06-20	AL	AL
DESIGN DEVELOPMENT	11-06-20	AL	AL
SCHEMATIC DESIGN	11-06-20	AL	AL
FINAL DESIGN	11-06-20	AL	AL
RELEASE FOR PERMIT	11-06-20	AL	AL

OBRIEN RESIDENCE  
624 HIGHVIEW TERRACE  
LAKE FOREST, IL 60455

RIGHT ELEVATION

Architects & Planners, Inc.  
2000 Lakes Road, Suite 100  
Crystal Lake, Illinois 60014  
Telephone: 815.782.2000 Fax: 815.782.2001

Job Number: 20328  
Sheet Number: A201  
File Name: 20328A201

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A.L.A. Architects & Planners, Inc.

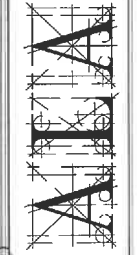


REVISIONS	DATE	BY	DESCRIPTION
1	10-01-20	AW	CONCEPTUAL DESIGN
2	10-01-20	AW	PRELIMINARY DESIGN
3	10-01-20	AW	DESIGN DEVELOPMENT
4	10-01-20	AW	FINAL DESIGN
5	10-01-20	AW	RELEASE FOR PERMIT
6	10-01-20	AW	REVISION

O'BRIEN RESIDENCE  
64 HIGHVIEW TERRACE  
LAKE FOREST, IL 60045

LEFT ELEVATION

Architects & Planners, Inc.  
2000 Oakton Road, Suite 100  
Crystal Lake, Illinois 60015  
Telephone: 815-388-6000 Fax: 815-388-6020

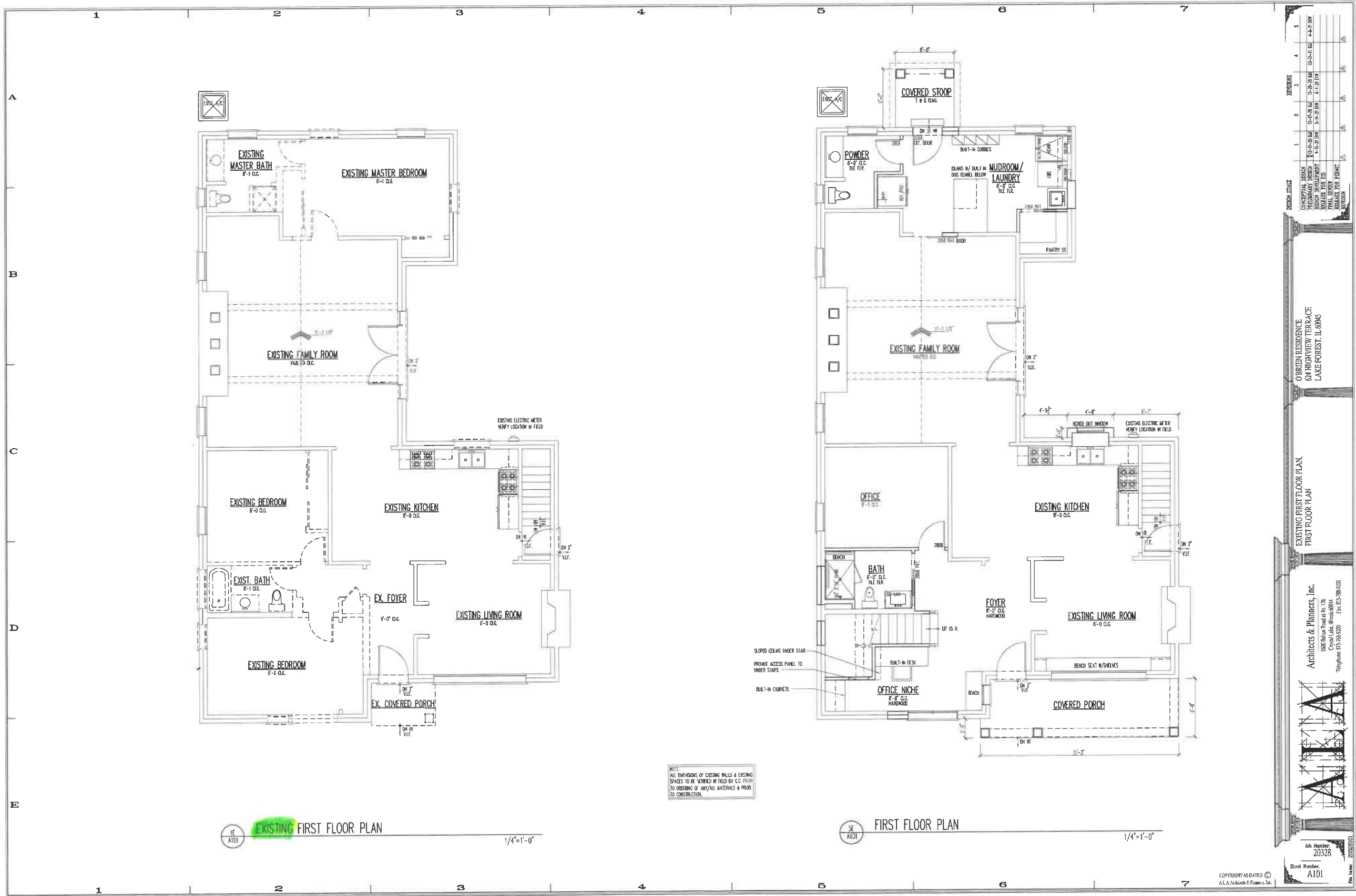


Job Number:  
20328  
Sheet Number:  
A202

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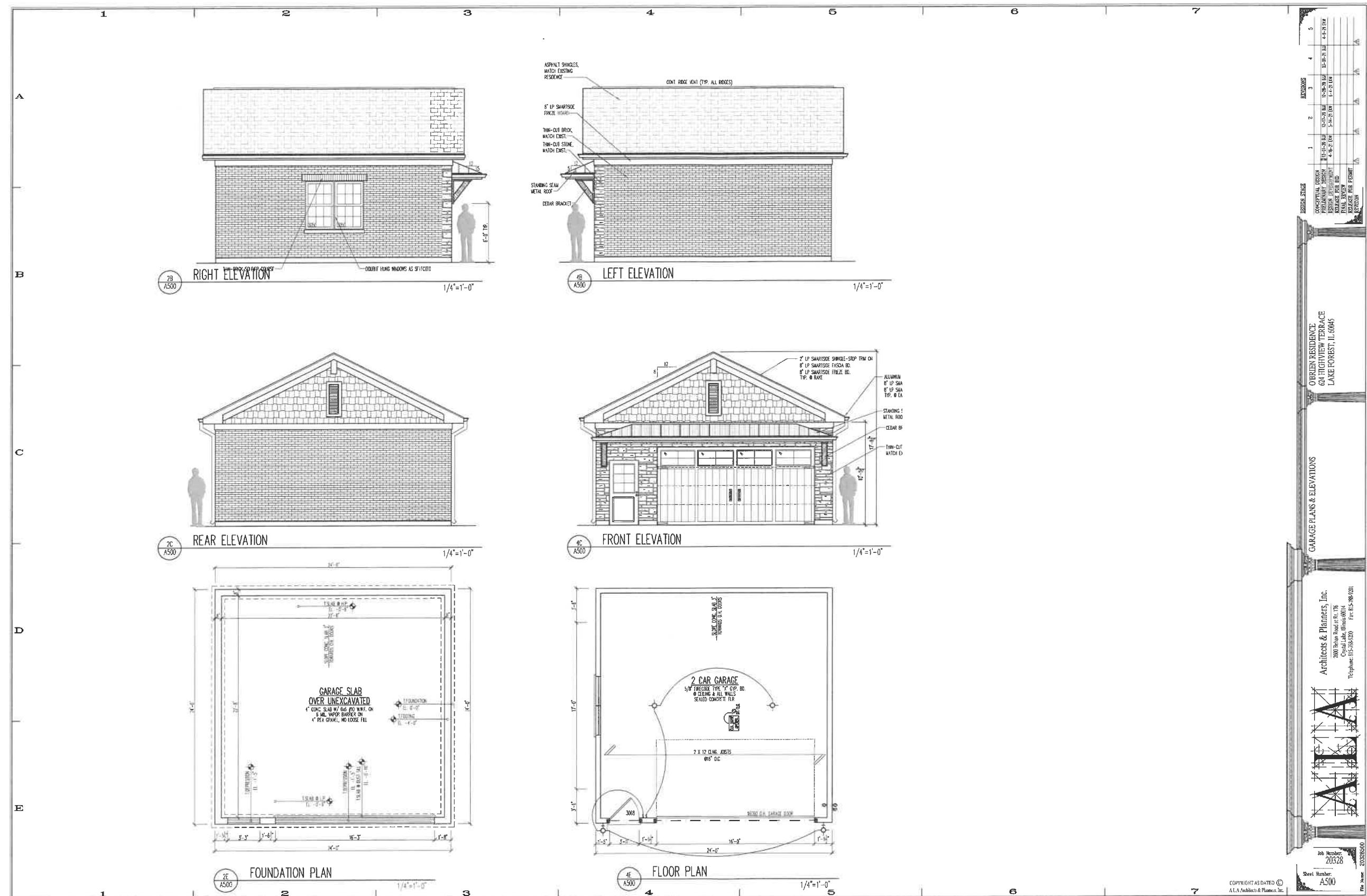


## EXISTING AND PROPOSED FLOOR PLANS





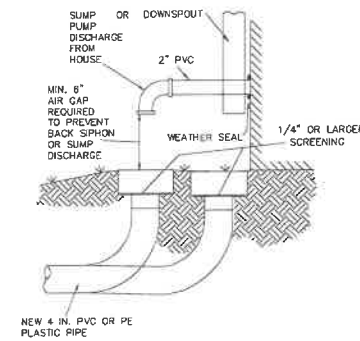
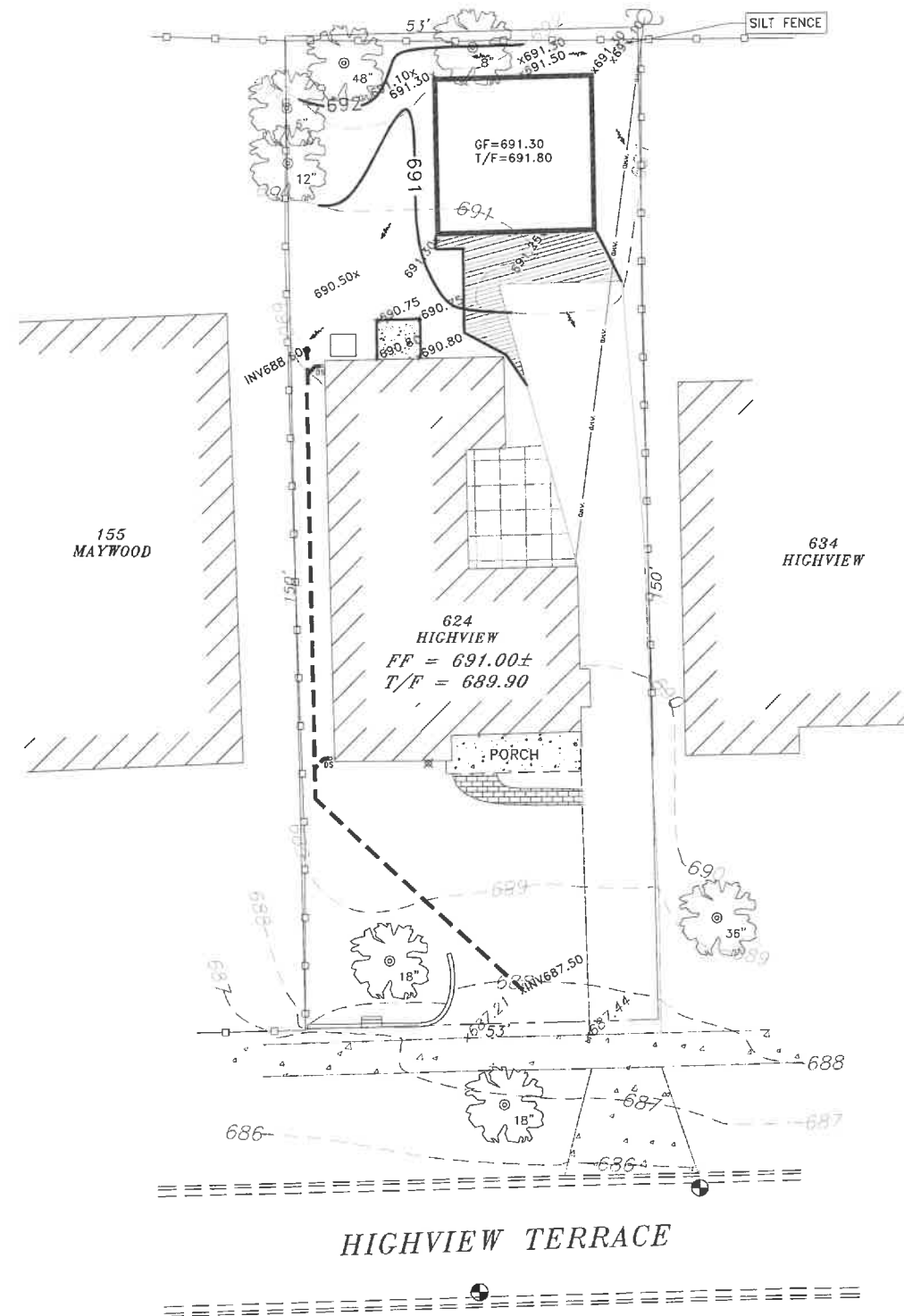
## PROPOSED GARAGE ELEVATIONS AND FLOOR PLANS



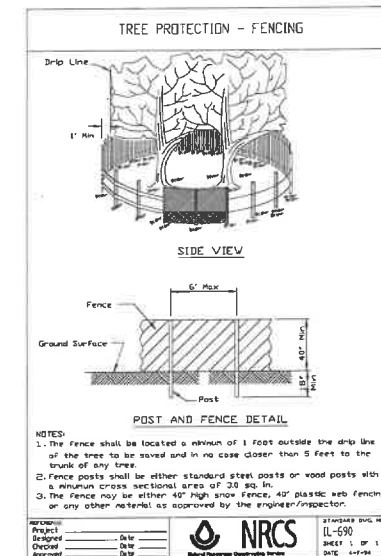
# EXISTING AND PROPOSED STREETSCAPE ELEVATIONS







### AIR GAP DETAIL



EROSION CONTROL MEASURES NOTES

1. Silt fence shall be installed along the entire edge of the property.
2. Following final grading, all exposed areas shall be seeded and mulched within 10 calendar days of final grading.
3. All drop inlets on and adjacent to site shall have silt socks between lid and frame.
4. Unless otherwise indicated, all vegetative and structural erosion and sediment control practices will be constructed according to minimum standards and specifications in the Illinois Urban Manual revised February 2002.
5. The McHenry County Department of Planning & Development must be notified one week prior to the pre-construction conference, one week prior to the commencement of land disturbing activities, and one week prior to the final inspection.
6. Temporary seeding or stabilization shall be established in any area which is not under construction for a period of 7 days.
7. A copy of the approved erosion and sediment control plan shall be maintained on the site at all times.
8. The contractor is responsible for installation of any additional erosion control measures necessary to prevent erosion and sedimentation as determined by McHenry County.
9. During dewatering operations, water will be pumped into sediment basins or silt traps. Discharging into drain pipes, stormwater structures is strictly prohibited. Compromised drain lines should be immediately abandoned or repaired.

## VEGETATIVE COVER

- VEGETATIVE COVER**
1. PERMANENT SEEDING - SEEDING MIXTURE TO BE KENTUCKY BLUEGRASS @ 200 LBS./ACRE. SEED BED PREPARATION SHALL BE ACCORDING TO GREEN BOOK. FERTILIZE AT 130 LBS./ACRE OF NITROGEN AND 40 LBS./ACRE EACH OF PHOSPHORUS AND POTASSIUM.
  2. TEMPORARY SEEDING - SEEDING MIXTURE TO BE CEREAL RYE OR WHEAT @ 300 LBS./ACRE. SEED BED REQUIRED. TOPSOIL TO BE BROUGHT ON-SITE AND PLACED AT A 4" THICKNESS IN AREAS BEING PREPARED FOR SEED.
  3. MULCHING - MULCH ALL TEMPORARY AND PERMANENT SEEDING AREAS WITH AIR DRIED STRAW @ 2 TONS/ACRE. APPLY METHOD ON TOP OF MULCH TO SECURE WITH STAPLES. INSTALL ACCORDING TO MANUFACTURER'S SPECIFICATIONS.

[illegible]

### CONTRACTOR CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT (1UR10) THAT AUTHORIZES THE STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION."

## CONTRACTS

DATE \_\_\_\_\_

## OWNER CERTIFICATION

**OWNER CERTIFICATION**  
 "I CERTIFY UNDER PENALTY OF LAW THAT THE SYSTEM AND ALL ATTACHMENTS, INCLUDING PRIORS, UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THIS SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS."

100

---

#	DATE	REMARKS
1	8-21-21	PER CITY REVIEW
2	8-4-21	PER OWNER



1814 GRANDSTAND PLACE  
ELGIN, ILLINOIS 60123  
phone 847.697.7095  
fax 847.697.7099  
schefloweng.com  
Firm license No. 184-001104

Firm License No. 184-001104

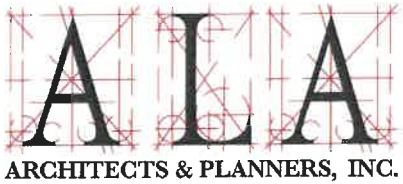
LAKE FOREST ILLINOIS  
O'BRIEN RESIDENCE  
625 HIGHVIEW TERRACE  
GRADING AND SOIL EROSION CONTROL PLAN

ILLINOIS  
GE  
OL PLAN

SCALE	DATE
1"=10'	6/8/21
DRAWN BY	JOB NO.
AMC	5728
CHECKED BY	SHEET NO.
FCC	2 of 2



# O’Brien Residential Sun Studies



*Existing on June 20th*



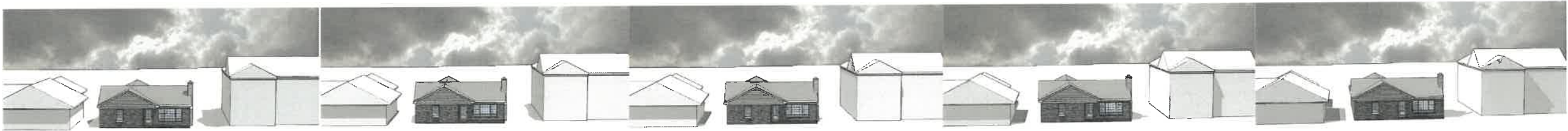
*5:21 - 6:21 AM*

*6:21 - 7:21 AM*

*7:21 - 8:21 AM*

*8:21 - 9:21 AM*

*9:21 - 10:21 AM*



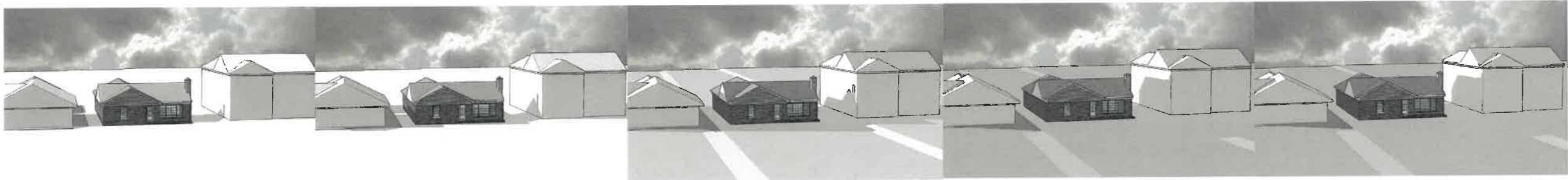
*10:21 - 11:21 AM*

*11:21 AM - 12:21 PM*

*12:21 - 1:21 PM*

*1:21 - 2:21 PM*

*2:21 - 3:21 PM*



*3:21 - 4:21 PM*

*4:21 - 5:21 PM*

*5:21 - 6:21 PM*

*6:21 - 7:21 PM*

*7:21 - 8:21 PM*

*Lake Forest, Illinois*



# O'Brien Residential Sun Studies



*Proposed on June 20th*



*5:21 - 6:21 AM      6:21 - 7:21 AM      7:21 - 8:21 AM      8:21 - 9:21 AM      9:21 - 10:21 AM*



*10:21 - 11:21 AM      11:21 AM - 12:21 PM      12:21 - 1:21 PM      1:21 - 2:21 PM      2:21 - 3:21 PM*



*3:21 - 4:21 PM      4:21 - 5:21 PM      5:21 - 6:21 PM      6:21 - 7:21 PM      7:21 - 8:21 PM*

*Lake Forest, Illinois*

## **Photographs of Neighboring Homes**





























PAWS & PATRICK  
MENTAL HEALTH  
AWARENESS MONTH  
TURN OUR TOWNS GREEN

633







