



Carbon Credits for Lotus Country and Brownlee Properties Project Design Document

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INSTRUCTIONS

Project Operators must complete and submit this Project Design Document (PDD) to request credits. City Forest Credits (CFC) then reviews this PDD as part of the validation process along with all other required project documents. An approved third-party verifier then does an independent check of all documents and compliance with the Protocol known as verification.

The Protocol Requirements at the end of this document are a list of eligibility requirements for informational purposes which are also found in more detail in the CFC Tree Preservation Protocol Version 1340, dated February 29, 2024.

Project Operators should enter data and supporting attachments starting on page 3 under Project Overview where you find “[Enter text here]” as thoroughly as possible and provide numbered attachments for maps and other documentation (ex: 1 – Regional Map). Keep all instructions in the document.

Below is a list of documents that are needed to complete a successful project:

- *Geospatial Location Map*
- *Regional Map*
- *Project Area Map*
- *Proof of Land Ownership or Agreement to Transfer Credits*
- *Preservation Commitment*
- *Land Use Regulations*
- *Land Use/Zoning Map*
- *Overlay Zones or Restrictions*
- *Threat of Loss Demonstration*
- *Attestation of No Double Counting and No Net Harm*
- *Attestation of Additionality*
- *Carbon Quantification Calculator*
- *Plot Sampling Map (if relevant)*
- *Sampling Raw Data*
- *Carbon Biomass calculations*
- *i-Tree Eco file*
- *Forest Composition*
- *Co-Benefit Quantification Calculator*
- *iTree Canopy Report*
- *Social Impacts*

PROJECT OVERVIEW

Project Name: Carbon Credits for Lotus Country and Brownlee Properties

Project Number: 70

Project Type: Preservation Project (under the Tree Preservation Protocol – version 13.40, dated February 29, 2024)

Credit Commencement Date: October 28th, 2025

Project Location: Lake County, Illinois

Project Operator Name: Lake County Forest Preserve District

Project Operator Contact Information: Matt Ueltzen, Manager of Restoration Ecology, 847-968-3290, mueltzen@LCFPD.org

Project Description:

Describe overall project details and goals as summarized in application. Include information about where the Project is located, Project Area acreage and other relevant background. If the Project Area is part of a larger program or preservation effort, include one sentence with more information (2 paragraphs).

The Lake County Forest Preserve District (District) seeks to obtain carbon credits for a 26.52 acre Project Area across three recently purchased acquisitions in Lake County, Illinois. The Brownlee acquisition is part of Wadsworth Savanna Forest Preserve (Wadsworth Savanna). Wadsworth Savanna, part of the Upper Des Plaines River Watershed, is highlighted as a Conservation Opportunity Area in the IDNR's Illinois' Wildlife Action Plan and contains Species in Greatest Need of Conservation (SGNC). The Chicago Metropolitan Agency for Planning (CMAP) includes the parcel in its Conservation Opportunity and Regional Conservation Priority maps. It is included in the area of IDNR's Upper Des Plaines River Corridor Conservation Opportunity Area and in the Lake County Wetland Inventory. The preserve and adjacent high-quality wet prairie and savanna provide critical habitat for federal and state endangered and threatened plants and animals. The two Lotus Country acquisitions have significant ecological features, including wetlands, wooded areas, and the largest heron and egret rookery in Lake County. The acquisitions not only preserved critical wildlife habitats but also ensured that the unique and fragile ecosystems found there continue to thrive without disturbance.

Since 1958, the District has preserved, restored, and managed open space and natural lands for the public in Lake County. Thanks to the continued support of voters, today the District protects more than 31,500 acres of Lake County's most important natural areas, 200-plus miles of trails are maintained, and thousands of acres of habitat are restored each year for Lake County's native plants and animals.

DEFINING THE PROJECT AREA (Section 1.3 and 1.4)

Project Area Location

Describe the city, town, or jurisdiction where the Project is located. State which urban location criteria is met from Protocol Section 1.3.

The project areas, located in Lake County, Illinois, lie within the Chicago Metropolitan Agency for Planning (CMAP) region boundary. The Brownlee acquisition (parcel# 0326300007) is located in

Wadsworth, Illinois in Newport Township. The Lotus Country acquisitions (parcel #s 0125100002, 0125100011, 0125100013, 0125100008, and 0125100009) are located in an unincorporated area in Antioch Township, Illinois.

Project Area Parcel Information

List parcel(s) in the Project Area.

Municipality	Parcel Number	Notes <i>Include total acres and acres included in Project Area</i>
Village of Wadsworth (Brownlee)	03-26-300-007	7.03 project area out of 18.1 acres
Unincorporated Antioch Township (Lotus Country)	01-25-100-002 01-25-100-011 01-25-100-013 01-25-100-008 01-25-100-009	19.49 project area (Lotus Country) 01-25-100-002 (1.51 acres) 01-25-100-011 (5.44 acres) 01-25-100-013 (0.36) 01-25-100-008 (9.77) 01-25-100-009 (2.41)
	Total Project Area	26.52 acres

Project Area Maps

Provide three maps of the Project Area that illustrate the location: geospatial location, regional, and detailed. Maps should include project title, relevant urban or town boundaries, defined Project Area, and legend.

- Geospatial Location Map
Show the boundaries of the Project Area in a KML, KMZ, or shapefile format
Attachment: 1 Lotus and Brownlee Shapefiles
- Regional Map
Show where the Project Area is located in relation to the state and/or region
Attachment: 2 Lotus and Brownlee Regional Map
- Detailed map of Project Area
Show the Project Area and parcel boundaries.
Attachment: 3.1 Lotus and Brownlee Project Area Maps Wetlands
Attachment: 3.2 Lotus Country Project Area Map FEMA
Attachment: 3.3 Lotus Country Project Area Map
Attachment: 3.4 Brownlee Project Area Map

OWNERSHIP OR ELIGIBILITY TO RECEIVE POTENTIAL CREDITS (Section 1.5)

Project Operator must demonstrate ownership of potential credits or eligibility to receive potential credits. If Project Operator is the landowner, attach a deed showing ownership and an explanation of when the property was acquired. If the Project Operator is not the landowner, provide the Agreement between Project Operator and landowner authorizing Project Operator to execute this project.

Name of landowner of Project Area and explanation

The Project Operator (Lake County Forest Preserve District) is the landowner. Brownlee was purchased May 30th, 2023. Lotus Country was purchased in two acquisitions in October 8, 2024 (includes 0125100002, 0125100011 (same as 0125100001-historic parcel), and 0125100013 (same as historic parcel 0125100005) and May 13,2025 (includes 0125100008 and 125100009).

Attachment: 4 Lotus and Brownlee Deeds

PROJECT DURATION (Section 2.2)

Project Operator commits to the 40- or 100-year project duration requirement through a signed Project Implementation Agreement with City Forest Credits and agrees to the statement below.

Project Operator has committed to the 40-year project duration and signed a Project Implementation Agreement with City Forest Credits on 7/23/2025.

PRESERVATION COMMITMENT (Section 4.1)

Describe the Preservation Commitment terms and attach a complete copy of the recorded document. If Project Area does not have the same boundaries as Preservation Commitment, please state the reasons why.

Preservation Term: 40 years

Date recorded: 10/28/2025

Preservation Commitment Explanation: The Lake County Board of Commissioners approved and ratified a preservation project application and project implementation agreement with City Forest Credits for the verification and administration of carbon credits and approving declarations of development restrictions for portions of the Lotus Country and Brownlee parcels. These restrictions include language that specifically protect the trees within the Project Area, specifically stating:

“Removal of Trees. Declarant shall not cut down, destroy, or remove trees located on the Property, except as necessary to control or prevent hazard, pests, disease, or fire; to improve forest health and ecological management, including invasive species control; or to establish and maintain recreational non-motor-use trails, which activities are deemed to have negligible or de minimis impacts on biomass and carbon stock and are permissible.”

Attachments: 5.1 Brownlee Preservation Commitment
5.2 Lotus Country Preservation Commitment

DEMONSTRATION OF THREAT OF LOSS (Section 4.2, 4.3, and 4.4)

Demonstrating the Threat of Loss is shown in several ways: land use designation that allows a non-forest use, overlay zones, existing restrictions, and one of three conditions that illustrate pressure to convert the Project Area to a non-forest use.

Land use designation

Describe the land use designation, including what types of non-forest use it allows. Attach a copy of the relevant land use designations, which may include development regulations such as zoning ordinances. Include a map depicting the designation of the relevant municipality, with the Project Area boundaries clearly indicated on the map.

Zoning for the Brownlee property is suburban estate and zoning for the Lotus Country property is agriculture and open space. The area zoned as open space was completely excluded from the project area. Both suburban estate and agricultural zoning allow for residential development and a wide variety of agricultural uses.

Attachments: 6 Lotus and Brownlee Zoning Maps
7 Lotus and Brownlee Zoning and Land Use Regulations

Overlay zones or other restrictions

Describe any overlay zones that prohibit development or forest clearance such as critical areas, wetlands, or steep slopes and their protection buffers. Describe any legal encumbrances or other pre-existing tree/forest restrictions that may have hindered removal of the Project Trees (in the pre-Preservation Commitment condition). If present, attach a copy of the applicable restriction and a map depicting the overlay boundaries, with the Project Area boundaries clearly indicated on the map.

Development within wetlands in Lake County is strictly regulated by the Lake County Watershed Development Ordinance and the Stormwater Management Commission. **Brownlee:** Development is not permitted in floodplains or wetlands. A permit is needed to develop in a special flood hazard area (SFHA). **Lotus Country:** Permits are required when a project is located in a floodplain or flood-prone area, may impact a wetland, will hydrologically disturb more than 5,000 square feet, or will modify the site drainage. In addition, a permit is required for projects involving grading and/or filling, any development in floodplains and wetlands, and projects that may result in soil erosion or drainage concerns. Both the Brownlee and Lotus Country parcels contain wetlands and Lotus Country contains floodplains. These overlays were excluded from the project area.

Attachments: 3.1 Lotus and Brownlee Project Area Maps Wetlands
3.2 Lotus Country Project Area Map FEMA

7 Lotus and Brownlee Zoning and Land Use Regulations

Threat of loss demonstration (Section 4.4 A, B, or C)

Describe one of the three threat of loss conditions that are applicable prior to the Preservation Commitment. Provide supporting evidence such as maps, sale or assessed value documentation, or appraisal information.

- A) *Developed or improved uses surrounding at least 30% of perimeter of Project Area*
 - *A map depicting the Project Area with parcel boundaries, perimeter of developed or improved uses, and calculation of the border with these uses*

- B) *Sold, conveyed, or assessed in past three years at value greater than \$8K/acre for bare land*
 - *A settlement statement, assessor statement, or other evidence of land transaction*

- C) *Fair market value higher after conversion to a non-forested use*
 - *A “highest and best use” study from a state certified general real estate appraiser stating that the Project Area Would have a fair market value after conversion to a non-forested “highest and best use” greater than the fair market value after preservation]*

The Project Area meets both conditions A and B for threat of loss. The project area for Lotus Country is surrounded by 100% developed land. Brownlee’s project area is surrounded by 82.5% developed land. Brownlee and Lotus Country properties sold for more than \$8,000/acre. Brownlee sold for \$16,000/acre, Lotus Country acquisition 1 sold for \$9,000/acre, and Lotus Country acquisition 2 sold for more than \$27,000/acre per their sale agreements.

Attachment: 8.1 Lotus and Brownlee Threat of Loss Perimeter Maps
8.2 Lotus and Brownlee Threat of Loss Sale Agreements

ATTESTATION OF NO DOUBLE COUNTING OF CREDITS AND NO NET HARM (Section 5)

Complete and attach the following attestation: Attestation of No Double Counting of Credits and Attestation of No Net Harm. Provide any additional notes as relevant. Provide a map that includes both the Project Area and the closest registered urban forest Preservation Project based on the registered urban forest preservation database KML/Shapefile provided by CFC to demonstrate that the Project does not overlap with any existing urban forest carbon projects.

Project Operator has mapped the Project Area against the registered urban forest preservation project database and determined that there is no overlap of the project areas with any registered urban forest preservation carbon project.

Project Operator has signed the Attestation of No Double Counting of Credits and No Net Harm on 8/26/2025.

Attachments: 9 Lotus and Brownlee Attestation of No Double Counting signed
10 Lotus and Brownlee No Double Counting Map

ADDITIONALITY (Section 6)

Additionality is demonstrated by the Project in several ways, as described in the City Forest Credits Standard Section 4.9.1 and Tree Preservation Protocol.

Project Operator demonstrates that additionality was met through the following:

- Prior to this project, the trees in the Project Area were not protected via easement or recorded encumbrance or in a protected zoning status that preserves the trees
 - See Preservation Commitment section above
- The land use designation/zoning in the Project Area must currently allow for a non-forest use
 - See Demonstration of Threat of Loss section above
- The trees in the Project Area face some threat risk of removal or conversion out of forest
 - See Demonstration of Threat of Loss section above
- The Project Operator records in the public land records an easement, covenant, or deed restriction specifically protecting the trees for the project duration of 40 years or 100 years (40 or 100 years depending on the Protocol version)
 - See Preservation Commitment section above

Taken together, the above elements allow crediting only for unprotected trees at risk of removal, which are then protected by a Project action of preservation, providing additional avoided GHG emissions.

Additionality is also embedded in the quantification methodology. Projects cannot receive credits for trees that would have remained had development occurred, nor can they receive soil carbon credits for soil that would have been undisturbed had development occurred. Leakage is prevented by a deduction for displaced development in Protocol Section 11.4.

Additionality is also reflected in the project financing. The District does not have habitat maintenance funds in any of the general operating budgets, therefore the revenue from the sale of carbon credits will play a material role in the successful and durable preservation of the Project Area's carbon stock by providing funding for stewardship and maintenance that ensure the forest's long-term health and resilience.

Project Operator has signed an Attestation of Additionality on October 28th, 2025.

Attachment: 11 Lotus and Brownlee Attestation of Additionality

CARBON QUANTIFICATION DOCUMENTATION (Section 11)

Follow detailed instructions in the Protocol for conducting quantification and use the Carbon Quantification Calculator to show calculations. CFC will provide the Carbon Quantification Calculator and Forest Composition Report Template. Ensure that your requested credit issuance schedule (issuance dates) is accurate and complete in the calculator. Project Operators should describe and appropriately

reflect in their carbon quantification any and all planned future activities that may affect the percent canopy or carbon stocking.

Summary numbers from Carbon Quantification Calculator

Project Area (acres)	26.52
Does carbon quantification use stratification (yes or no)	No
Accounting Stock (tCO ₂ e)	3,624
On-site avoided biomass emissions (tCO ₂ e)	2,243
On-site avoided soil carbon emissions (tCO ₂ e)	360
Deduction for displaced biomass emissions (tCO ₂ e)	410
Deduction for displaced soil emissions (tCO ₂ e)	109
Credits from avoided biomass emissions (tCO ₂ e)	1,833
Credits from avoided soil emissions (tCO ₂ e)	251
Total credits from avoided biomass and soil emissions (tCO ₂ e)	2,084
Credits attributed to the project (tCO ₂ e), excluding future growth	2,084
Contribution to Registry Reversal Pool Account	208
Total credits to be issued to the Project Operator (tCO₂e) <i>(excluding future growth)</i>	1,875

GHG Assertion:

Project Operator asserts that the Project results in GHG emissions mitigation of 1,875 tons CO₂e issued to the project.

Approach to quantifying carbon

Describe the forest conditions and general approach used to quantify carbon (e.g., 11.1.B with full inventory, i-Tree Eco plots, other). Attach the Carbon Quantification Calculator.

To quantify the carbon, the Project Operator contracted Davey Resource Group (DRG) to perform an on-site sample plot inventory. DRG conducted a sample forest assessment to the standards set in the CFC Tree Preservation Protocol Section 11.1.B. The sample established 7 plots at Brownlee, and 22 plots at Lotus Country. The plots were sized 1/10th acre. Within each plot, each live tree was inventoried that was at least 5 inches in diameter. Species, diameter, and overall tree condition were recorded for each tree. The data was analyzed using i-Tree Eco to determine carbon storage. The CFC Carbon Calculator was used for quantification for the subsequent steps 11.2, 11.4, and 11.5.

- Attachment: 12 Lotus and Brownlee Carbon Quantification Calculator
- 13 Lotus and Brownlee Sample Plot Maps
- 14 Lotus and Brownlee Forest Plot Raw Data
- 15 Lotus and Brownlee iTree Eco files
- 16 Lotus and Brownlee Carbon Biomass
- 17 Lotus and Brownlee Forest Composition Report

Accounting Stock Measurement Method

Provide an overview to describe quantification methods, including which method was used to determine the accounting stock.

DRG completed a sample inventory using randomized 1/10th acre plots, following 11.1.B in the CFC Tree Preservation Protocol. DRG used i-Tree Eco to determine accounting stock and used a standard error of <20%.

Carbon quantification for Lotus Country is based on 22 sample plots. The carbon storage is 660.03 metric tons. The standard error is 134.54 metric tons or 20%.

Biomass tC/ac = (metric tons of carbon – standard error)/project area acres = (660.03 – 134.54)/19.49 = 26.96

Carbon quantification for Brownlee is based on 7 sample plots. The carbon storage is 529.85 metric tons. The standard error is 67.06 metric tons or 12.6%.

Biomass tC/ac = (metric tons of carbon – standard error)/project area acres = (529.85 – 67.06)/7.03 = 65.83

Attachment: 16 Lotus and Brownlee Carbon Biomass
12 Lotus and Brownlee Carbon Quantification Calculator

Plot Sampling Map and Raw Data

If sampling was utilized to estimate the carbon stock, include the map of plot sample locations and raw data collected.

For quantification method 11.1.B, sampling was utilized to estimate the carbon stock.

Attachment: 13 Lotus and Brownlee Sample Plots Maps
14 Lotus and Brownlee Forest Plot
15 Lotus and Brownlee iTree Eco files

Carbon Biomass Calculations

Include calculations used to determine the biomass in the Project Area. Attach i-Tree Eco file if i-Tree was used to calculate the carbon biomass.

Biomass for each stand within the Project Area was calculated by dividing the stand-level carbon estimate by the stand's acreage.

Lotus Country: Biomass tC/ac = (metric tons of carbon – standard error)/project area acres = (660.03 – 134.54)/19.49 = 26.96

Brownlee: Biomass tC/ac = (metric tons of carbon – standard error)/project area acres = (529.85 – 67.06)/7.03 = 65.83

Because the Project Area contains two separate stands with different biomass densities, the total Project Area biomass (tC/ac) is calculated as an acreage-weighted average of the stand level values. This is the method used in the Quantification Calculator.

$$\begin{aligned} &\text{Project Area biomass (tC/ac)} \\ &= [(\text{Lotus Country biomass} \times \text{Lotus Country acres}) + (\text{Brownlee biomass} \times \text{Brownlee acres})] \div \text{Total Project Acres} \\ &= [(26.96 \times 19.49) + (65.83 \times 7.03)] \div 26.52 \\ &= \mathbf{37.26 \text{ tC/ac}} \end{aligned}$$

Attachment: 15 Lotus and Brownlee iTree Eco files

Stratification

If stratification is used, maps of strata and stratum definitions. If not used, list not applicable.

Not applicable.

Forest Composition

Summarize the forest composition and attach the Forest Composition Report.

The urban forest of Lotus Country has an estimated 1,130 tree cover of 80.3 percent. The most common species found are northern red oak, black cherry, and white oak. The tree density is 186 trees/hectare.

The urban forest of Brownlee has an estimated 735 trees with a tree cover of 84.4 percent. The most common species found are the white oak, northern red oak, and black cherry. The tree density is 258 trees/hectare.

Attachments: 17 Lotus and Brownlee Forest Composition Report

Area Expected to Remain in Trees after Potential Development (11.2)

Describe the land use designation, any restrictions, and the method used to determine the area expected to remain in trees after potential development (fraction at risk of removal). If residential land use, follow 11.2.B. and provide the calculation showing which percentage of accounting stock at risk of removal is appropriate to include.

Lotus Country

Lotus Country is zoned Agriculture. Under Section 11.2.A of the CFC Tree Preservation Protocol, parcels in agricultural, industrial, commercial, mixed-use, or other primarily non-residential zones may count 90% of the Accounting Stock as “Avoided Biomass Emissions.” Because Lotus Country falls within this zoning category 90% of its Accounting Stock is included as the applicable fraction at risk of removal.

Brownlee

The Village of Wadsworth zoning code protects mature woodlands, allowing only 30% of a forest that

meets the definition of a mature forest to be cleared. A mature woodland is defined as: “An area or stand of trees whose total combined canopy covers an area of one acre or more at least fifty percent (50%) of which is composed of canopies of trees having a diameter at breast height (dbh) of at least ten inches (10”), or any grove consisting of eight (8) or more individual trees having a dbh of at least twelve inches (12”) whose combined canopies cover at least fifty percent (50%) of the area encompassed by the grove; provided, however, that no trees grown for commercial purposes shall be considered a mature woodland.” Based off the onsite data collected by DRG, the Brownlee Project Area meets the criteria for a mature woodland, thus only 30% of the accounting stock can be counted as biomass at risk of removal. Therefore, Brownlee uses 30% of its Accounting Stock in this calculation.

Attachments: 6 Lotus and Brownlee Zoning Maps
7 Lotus and Brownlee Zoning and Land Use Regulations

Quantification of Soil Carbon - Existing Impervious Area and Impervious Limits (11.4)

The Project may claim avoidance of emissions from soil carbon caused by the conversion of soils to impervious surfaces. Describe applicable land use designation and development rules, any restrictions, existing impervious area and maximum fraction of impervious cover.

Lotus Country

For areas zoned Agricultural, the Lake County Zoning Code allows a maximum impervious surface coverage of 10%. Accordingly, 10% of the Lotus Country Project Area is included as the portion that could be converted to impervious surfaces under existing zoning.

Brownlee

Under the Wadsworth Code of Ordinances, lots zoned Suburban Estate are permitted a maximum impervious surface coverage of 15%. Therefore, 15% of the Brownlee Project Area is included as the portion that could be converted to impervious surfaces.

Project Area Impervious Surface Percentage

To calculate the impervious surface percentage for the overall Project Area, the Quantification Calculator applies an acreage-weighted average of the stand-level impervious surface limits, using the following equation:

$(\text{Lotus Country impervious \%} * \text{Lotus Country acreage}) + (\text{Brownlee impervious \%} * \text{Brownlee acreage}) / \text{total project acreage}$

$$(0.10 * 19.49) + (0.15 * 7.03) / 26.52 = 0.11$$

Therefore, the Project Area impervious surface percentage is 11%.

Future Planned Project Activities

Describe future activities that may affect the percent canopy or carbon stocking in any way. Describe maintenance and stewardship activities that could improve the carbon stock.

Our Natural Resources division preserves and restores a diversity of habitats. Natural resource management techniques include habitat restoration, wildlife monitoring, and the planting of native trees and wildflowers. Removing invasive species and seeding with native plants increases sunlight reaching the forest floor and diversity. Benefits will include increasing carbon stock, improving air quality, mitigating flooding, and keeping the earth cooler.

CO-BENEFITS QUANTIFICATION DOCUMENTATION (Section 11.5)

Summarize co-benefit quantification per year and provide supporting documentation. CFC will provide a Co-Benefits Quantification calculator for quantifying rainfall interception, reduction of certain air compounds, and energy savings.

Ecosystem Services	Resource Units	Value
Rainfall Interception (m3/yr)	5,837.60	\$ 41,796.24
Air Quality (t/yr)	0.2443	\$ 367.87
Cooling – Electricity (kWh/yr)	45,953	\$3,487.85
Heating – Natural Gas (kBtu/yr)	859,244	\$8,364.55
Grand Total (\$/yr)		\$ 54,016.51

Co-benefits were quantified using CFC’s Co-Benefits Quantification Calculator. These ecosystem services represent values in avoided costs of \$54,016.51 annually and \$2,160,660.40 over 40 years.

Attachment: 18 Lotus and Brownlee CoBenefit Calculator

Canopy Cover

i-Tree Eco report was completed to quantify the cobenefits. Include the results below.

The canopy cover for the Project Area was calculated using i-Tree Eco based on the onsite plot sampling inventory. Lotus Country has 80.3% canopy cover and Brownlee has 84.4% canopy cover. When weighted by acreage, the combined canopy cover across the entire Project Area is 81%.

Attachment: 17 Lotus and Brownlee Forest Composition Report

Attachment: 18 Lotus and Brownlee CoBenefit Calculator

SOCIAL IMPACTS (Section 12)

Project Operators shall use the Carbon Project Social Impacts template to evaluate how their Project aligns with the UN Sustainable Development Goals (SDGs). CFC will provide the template. Summarize the three to five main SDGs attributed to this Project.

This project will protect 26.52 acres of forested parcels, including one adjacent to an elementary school. The protected trees will provide ecosystem services, including removing air pollutants and reducing stormwater runoff, and individual and community health and wellness benefits. Time spent in nature

has quantitative impacts on personal and community health, including reduced stress and anxiety, improvements in chronic health conditions such as high blood pressure and diabetes, reduced rates of asthma and other respiratory conditions, etc. The ecosystem services the protected trees will provide also include removing air pollutants, carbon sequestration, and reducing stormwater runoff, all which help to combat climate change. The protected acres will enhance exceptional wildlife habitat through preservation and increased connectivity for rare, threatened, and endangered species as well as for the largest heron and egret rookery in the county. The top 3 Social Impact categories are Good Health and Well-being (3), Sustainable Cities and Communities (11), and Climate Action (13).

The protected parcels have become part of the Lake County Forest Preserve District (District) in Lake County, Illinois. Since 1958, the District has protected the natural and cultural heritage of Lake County with holdings of more than 31,100 acres across 65 preserves. Each year, the preserves provide more than 3.5 million people opportunities to exercise, relax, and spend quality time outdoors in peaceful, natural settings. The preserves are free and open to the public every day and contribute to the health and well-being of all in Lake County. The woodlands, prairies, and wetlands also provide habitat for thousands of species, including 148 designated as endangered or threatened. The District has been completing large-scale habitat restoration projects for decades. And once a preserve has been fully restored, it is maintained in that state forever. Acknowledged as a regional and national leader, the District is the largest landowner in Lake County and the second-largest Forest Preserve District in Illinois. The District is the permanent, leading force driving positive transformations in health and wellbeing, sustainability, biodiversity, and climate resilience for Lake County.

Attachment: 19 Lotus Country and Brownlee Social Impacts Report

MONITORING AND REPORTING (Section 8)

Throughout the Project Duration, the Project Operator must report on tree conditions across the Project Area.

Monitoring Reports

Monitoring reports are due every three years determined by the date of the verification report. For example, if the verification report is dated January 1, 2023, the first report will be due by January 1, 2026 and every three years thereafter for the duration of the project. CFC will provide a list of dates to Project Operator after the first verification report is approved. Project Operators must submit reports in writing and must attest to the accuracy of the reports. The reports must contain any changes in eligibility status of the Project Operator and any significant tree loss. The information includes updates to land ownership, changes to project design, changes in implementation or management, and changes in tree or canopy loss. The reports must be accompanied by some form of telemetry or imaging that captures tree canopy, such as Google Earth, aerial imagery, or LiDAR. The reports must estimate any loss of stored carbon stock or soil disturbance in the Project Area.

Monitoring Plans

Describe your monitoring plans. If Project Operator plans to claim credits for future growth, describe methods that will be used to quantify future growth.

Formal Forestry and Plant Monitoring Programs help the Lake County Forest Preserves allocate land management resources and plan restoration efforts. Monitoring efforts give us a better understanding of the occurrence, distribution, and status of plant populations in the preserves. Data collected through plant monitoring helps to ensure that common species remain common and that rare, threatened, and endangered species receive continued protection and assistance. The project areas will be monitored as part of the District's ongoing plant monitoring efforts across Lake County. The District will submit written monitoring reports to the Registry every three years.

PROJECT OPERATOR SIGNATURE

Signed on 8th day of December in 2025, by Matthew Ueltzen, Manager of Restoration Ecology, for Lake County Forest Preserve District.



Signature

Matthew Ueltzen

Printed Name

847-968-3290

Phone

muelzen@lcpd.org

Email

ATTACHMENTS

Update the attachments list as appropriate for your project.

- 1 –Project Area Shapefiles
- 2 - Regional Map
- 3.1- Project Area Maps Wetlands
- 3.2 – Lotus Country Project Area Map FEMA
- 3.3 Lotus Country Project Area Map
- 3.4 Brownlee Project Area Map
- 4 – Deeds
- 5.1 – Brownlee Preservation Commitment
- 5.2 – Lotus Country Preservation Commitment
- 6 - Zoning Maps
- 7 – Zoning and Land Use Regulations
- 8.1 – Threat of Loss Perimeter Maps
- 8.2 – Threat of Loss Sale Agreements
- 9 – Attestation of No Double Counting and No Net Harm
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PROTOCOL REQUIREMENTS

Project Operator (Section 1.1)

Identify a Project Operator for the project. This is the entity or governmental body who takes responsibility for the project for the 40-year duration.

Project Duration and Project Implementation Agreement (Section 1.2, 2.2)

Project Operator must commit to a 40-year duration and sign a Project Implementation Agreement. This is a 40-year agreement between the Project Operator and City Forest Credits (the “Registry”) for an urban forest carbon project.

Location Eligibility (Section 1.3)

Projects must be located in or along the boundary of at least one of the following criteria:

- A. “Urban Area” per Census Bureau maps; see <https://www.census.gov/geographies/reference-maps/2010/geo/2010-census-urban-areas.html>
- B. The boundary of any incorporated city or town created under the law of its state;
- C. The boundary of any unincorporated city, town, or unincorporated urban area created or designated under the law of its state;
- D. The boundary of any regional metropolitan planning agency or council established by legislative action or public charter. Examples include the Metropolitan Area Planning Council in Boston, the Chicago Municipal Planning Agency, the Capital Area Council of Governments (CAPCOG) in the Austin area, and the Southeastern Michigan Council of Governments (SEMCOG)
- E. The boundary of land owned, designated, and used by a municipal or quasi-municipal entity for source water or watershed protection. Examples include Seattle City Light South Fork Tolt River Municipal Watershed (8,399 acres owned and managed by the City and closed to public access);
- F. A transportation, power transmission, or utility right of way, provided the right of way begins, ends, or passes through some portion of A through D.

Ownership or Right to Receive Credits Eligibility (Section 1.5)

Project Operator must demonstrate ownership of property and eligibility to receive potential credits by meeting one of the following:

- A. Own the land and potential credits upon which the Project trees are located; or
- B. Own an easement or equivalent property interest for a public right of way within which Project trees are located and accept ownership of those Project trees by assuming responsibility for maintenance and liability for them; or
- C. Have a written and signed agreement from the landowner, granting ownership to the Project Operator of any credits for carbon storage, other greenhouse gas benefits, and other co-benefits delivered by Project trees on that landowner’s land. If the Project Area is on private property, the agreements in this sub-section must be recorded in the public records in the county where the property is located. The recordation requirement can be satisfied if the agreements specified in this sub-section are contained in a recorded easement, covenant, or deed restriction on the property.

Demonstrate Tree Preservation (Section 4.1)

The Project Operator must show that the trees in the Project Area are preserved from removal by a recorded easement, covenant, or deed restriction (referred to hereafter as “Recorded Encumbrance”) with a term of at least 40 years. This action is referred to as the “Preservation Commitment.” This Recorded Encumbrance must be recorded not later than 12 months after Registry approval of the Project’s Application.

Demonstrate Threat of Loss (Section 4.2, 4.3, and 4.4):

The Project Operator must show that prior to the Preservation Commitment:

- Project trees were not preserved from removal through a Recorded Encumbrance or other prohibitions on their removal,
- The Project Area was:
 - In a land use designation that allowed for at least one non-forest use. Non-forest uses include industrial, commercial, transportation, residential, agricultural, or resource other than forest, as well as non-forest park, recreation, or open space uses.
 - Is not in an overlay zone that prohibits all development. Examples include critical areas or wetland designations.
- The Project Area met one of the following conditions:
 - Surrounded on at least 30% of its perimeter by non-forest, developed or improved uses, or
 - Sold, conveyed, or had assessed value within three years of preservation for greater than \$8,000 average price per acre for the bare land, or
 - Would have a fair market value after conversion to a non-forested “highest and best use” greater than the fair market value after preservation in subsection 4.1, as stated in a “highest and best use” study from a state certified general real estate appraiser in good standing

Additionality (Section 6)

Additionality is ensured through the following:

- Prior to the start of the project, the trees in the Project Area are not protected via easement or recorded encumbrance or in a protected zoning status that preserves the trees.
- The zoning in the Project Area must currently allow for a non-forest use
- The trees in the Project Area face a threat or risk of removal or conversion out of forest
- The Project Operator records in the public land records an easement, covenant, or deed restriction specifically protecting the trees for the project duration of 40 years or 100 years (40 or 100 years depending on the protocol version)

Quantification for Credits (Section 11)

The full Protocol describes the following steps for carbon stock and soil carbon quantification in detail:

1. Stored carbon stock present in Project Area (Section 11.1)
Estimate the biomass stock present and adjust for uncertainty to calculate the “Accounting Stock”. This can be done using the US Forest Service General Technical Report NE-343 tables, on-site inventory of some live trees with i-Tree methods and tools, or an on-site forest inventory
2. Areas expected to remain in trees after potential development (Section 11.2)

Calculate the fraction of the Accounting Stock that likely would be emitted as a result of development, to calculate “Avoided Biomass Emissions”

3. Quantification of soil carbon (Section 11.3)
Calculate “Avoided Soil Carbon Emissions” caused by conversion of soils to impervious surfaces in the Project Area
4. Deduction for displaced development (Section 11.4)
Apply the deductions in Section 11.5 and Appendix B to Biomass and Soil Carbon calculations to adjust for development and emissions that would be displaced by the preservation of the Project Area (leakage deductions). This will reduce the creditable tonnes of Avoided Biomass Emissions and Avoided Soil Carbon Emissions to adjust for displaced development
5. Quantify Co-Benefits (Section 11.5)
The Project Operator will calculate co-benefits separately from CO₂(e). The Registry will supply a spreadsheet template based on their climate zone, and will provide values for rainfall interception, reductions of air compounds, and energy savings.
6. Claiming additional credit for growth (Section 11.6)
The Project Operator may elect to also account for ongoing growth of trees within the Project Area after Project Commencement

Social Impacts (Section 12)

The Project Operator will describe how the Project impacts contribute towards achievement of the global UN Sustainable Development Goals (SDGs). The Registry will supply a template to evaluate how the Project aligns with the SDGs.

Attestation of No Net Harm and No Double Counting (Section 5)

The Project Operator will sign an attestation that no project shall cause net harm and no project shall seek credits on trees, properties, or projects that have already received credits.

Validation and Verification by Third-Party Verifiers (Section 13)

Project compliance and quantification must be verified by a third-party Validation and Verification Body approved by the Registry.

Issuance of Credits to Project Operator (Section 7)

Ex-post credits are issued after the biomass is protected via a recorded encumbrance protecting the trees. Issuance is phased or staged over one and five years at the equivalent of 50 acres of crediting per year. This staged issuance reflects the likely staging of development over time if the Project Area were to have been developed.

After validation and verification, the Registry issues credits to the Project Operator based on the Project Area size:

- 50 acres or less: all credits are issued after validation and verification
- Greater than 50 but less than 200 acres: credits are issued in the equivalent of 50 acres per year
- Greater than 200 acres: credits are issued in equal amounts over five years

Credits for Reversal Pool Account (Section 7.3):

The Registry will issue 90% of Project credits earned and requested and will hold 10% in the Registry's Reversal Pool Account.

Understand Reversals (Section 9)

If the Project Area loses credited carbon stock, the Project Operator must return or compensate for those credits if the tree loss is due to intentional acts or gross negligence of Project Operator. If tree loss is due to fire, pests, or other acts of god (i.e., not due to the Project Operator's intentional acts or gross negligence), the Registry covers the reversed credits from its Reversal Pool Account of credits held back from all projects.

Monitoring and Reporting (Section 8)

The Project Operator must submit a report every three years for the project duration. The reports must be accompanied by some form of telemetry or imaging that captures tree canopy, such as Google Earth, aerial imagery, or LiDAR. The reports must estimate any loss of stored carbon stock or soil disturbance in the Project Area.

Attachments

[Deed](#)

[Project Area Map](#)

[Regional Area Map](#)

[Preservation Commitment](#)

[Zoning Maps](#)

[Zoning Description\(s\)](#)

[Threat of Loss Demonstration](#)

[Attestation of No Double Counting and No Net Harm](#)

[Attestation of Additionality](#)

[Carbon Quantification Tool](#)

[Tree Inventory & Carbon Biomass](#)

[Tree Characteristics Chart\(s\)](#)

[iTree Eco Data](#)

[Cobenefit Calculator](#)

[Social Impacts](#)

Deed

This Instrument Prepared By:

Julie Ann Jelinek, Esq.
Law Offices of Julie Ann Jelinek, Ltd.
919 Toft Avenue
Antioch, Illinois 60002



Image# 064257050006 Type: DW
Recorded: 10/16/2024 at 01:34:26 PM
Receipt#: 2024-00045895
Page 1 of 6
Fees: \$70.00
IL Rental Housing Fund: \$18.00
Lake County IL
Anthony Vega Lake County Clerk

File **8062106**

Return to:

Rachel D. Wanroy, Esq.
BURKE, WARREN, MacKAY
& SERRITELLA, P.C.
330 N. Wabash Avenue, 21st FL
Chicago, Illinois 60611

REAL ESTATE TRANSFER TAX	
County:	\$0.00
Illinois:	\$0.00
Total:	\$0.00
Stamp No:	1-358-599-344
Declaration ID:	20241004923323
Instrument No:	8062106
Date:	16-Oct-2024



1 of 3
245700996LV
(CT)

WARRANTY DEED

THIS INDENTURE, made as of October 8, 2024, by and between the **Grantor, JEFFREY THOMAS FOGEL AND DEBORAH FOGEL**, husband and wife, joint tenants of 26079 Grass Lake Road, Antioch, Illinois 60002, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEY and WARRANT unto **Grantee, LAKE COUNTY FOREST PRESERVE DISTRICT**, a body politic and corporate organized and existing under the Illinois downstate Forest Preserve District Act, 70 ILCS 805/0.001 et seq., having an address of 1899 West Winchester Road, Libertyville, Illinois 60048, the following described real estate situated in the County of Lake in the State of Illinois, to wit:

LEGAL DESCRIPTION ATTACHED AS EXHIBIT A:

Commonly Known As: 26011 and 25991 W. Grass Lake Road, Antioch, Illinois 60002

Permanent Real Estate Index Numbers: 01-25-100-002-0000
01-25-100-001-0000 (part of)

This conveyance is subject to the Permitted Exceptions listed on EXHIBIT B.

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

[SIGNATURE PAGE TO FOLLOW]

6mm

IN WITNESS WHEREOF, the Grantor has executed this WARRANTY DEED as of the date aforesaid.

Jeffrey Thomas Fogel
Jeffrey Thomas Fogel

Deborah Fogel
Deborah Fogel

STATE OF ILLINOIS)
) SS:
COUNTY OF LAKE)

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that Jeffrey Thomas Fogel and Deborah Fogel, personally known to me to be the same individuals whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this *8th* day of *October*, 2024.



Julie Ann Jelinek
Notary Public
My Commission Expires: _____

EXEMPT UNDER PROVISIONS OF PARAGRAPH *B*, SECTION 31-45, REAL ESTATE TRANSFER TAX ACT

10-8-2024
Date

Julie Ann Jelinek
By: *Sellers Attorney*

**SEND RECORDED DEED AND
SUBSEQUENT TAX BILLS TO:**
Lake County Forest Preserve District
1899 West Winchester Road
Libertyville, Illinois 60048

LEGAL DESCRIPTION EXHIBIT A

PARCEL 1:

THE WEST 20 RODS OF THE NORTH 80 RODS OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 46 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS

PARCEL 2:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (EXCEPT THAT PART THEREOF LYING WESTERLY OF THE EASTERLY LINE OF STATE AID ROUTE 18 ALSO KNOWN AS GRASS LAKE ROAD. AND EXCEPT THAT PART DESCRIBED AS FOLLOWS. COMMENCING AT A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER, 943.9 FEET SOUTH FROM THE NORTHWEST CORNER THEREOF; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER 330 FEET, THENCE SOUTH PARALLEL TO THE WEST LINE OF THE NORTHWEST QUARTER, 358.1 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE WEST ON SAID SOUTH LINE 330 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH ON SAID WEST LINE 358.1 FEET TO THE PLACE OF BEGINNING)

AND (ALSO EXCEPTING THAT PART DESCRIBED AS FOLLOWS:

THE SOUTH 208.66 FEET OF THE NORTH 943.9 FEET OF THE WEST 330.0 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER)

ALSO AND EXCEPT THAT PART DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER, 943.9 FEET SOUTH FROM THE NORTHWEST CORNER THEREOF; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER 330 FEET; THENCE NORTH 00 DEGREES 48 MINUTES 53 SECONDS WEST, A DISTANCE OF 208.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 48 MINUTES 53 SECONDS WEST, A DISTANCE OF 441.16 FEET; THENCE SOUTH 89 DEGREES 01 MINUTES 13 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 186.90 FEET TO THE EASTERLY RIGHT OF WAY LINE OF GRASS LAKE ROAD; THENCE SOUTHERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID GRASS LAKE ROAD, BEING A CURVED LINE CONCAVED EASTERLY HAVING A RADIUS OF 1870.0 FEET, AN ARC DISTANCE OF 453.98 FEET; THENCE NORTH 89 DEGREES 01 MINUTES 13 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 25, A DISTANCE OF 287.95 FEET TO THE POINT OF BEGINNING, OF SECTION 25, TOWNSHIP 46 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 3: ALSO KNOWN AS PARCEL 4 ON FILE 24ST00996LV

A TEMPORARY ACCESS EASEMENT INTEREST IN LAND, CREATED BY TEMPORARY ACCESS EASEMENT AGREEMENT, BETWEEN JEFFREY T. ROGEL AND DEBORAH FOGEL AND LAKE COUNTY FOREST PRESERVE DISTRICT, RECORDED SIMULTANEOUSLY HEREWITH, SAID EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TEMPORARY, NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND MOTOR VEHICLE INGRESS AND EGRESS, FOR THE USE AND BENEFIT OF GRANTEE, AND IT'S SUCCESSORS, ASSIGNS, LICENSEES, INVITEES, AGENTS, CONTRACTOR, AND SUBCONTRACTORS AND THEIR RESPECTIVE AGENTS AND EMPLOYEES OVER AND ACROSS THE FOLLOWING DESCRIBED LAND:

A 25 FOOT WIDE TEMPORARY ACCESS EASEMENT, 12.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER, 943.9 FEET SOUTH FROM THE NORTHWEST CORNER THEREOF; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER 330 FEET; THENCE NORTH 00 DEGREES 48 MINUTES 53 SECONDS WEST, A DISTANCE OF 311.87 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE 25 FOOT TEMPORARY ACCESS EASEMENT; THENCE SOUTH 64 DEGREES 33 MINUTES 20 SECONDS WEST, A DISTANCE OF 171.09 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE WESTERLY ALONG A CURVED LINE CONCAVED NORTHERLY HAVING A RADIUS OF 100.0 FEET, AN ARC DISTANCE OF 92.74 FEET (CHORD BEARS NORTH 88 DEGREES 52 MINUTES 32 SECONDS WEST, A DISTANCE OF 89.45 FEET) TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 62 DEGREES 18 MINUTES 25 SECONDS WEST, A DISTANCE OF 41.43 FEET TO THE EAST RIGHT OF WAY LINE OF GRASS LAKE ROAD AND TERMINUS POINT OF SAID CENTERLINE, ALL IN THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 46 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

TO BE TERMINATED OCTOBER 1ST, 2025.

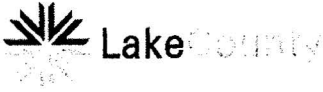
COMMONLY KNOWN AS: 26011 AND 25991 W GRASS LAKE RD

ANTIOCH, IL 60002

01-25-100-002-0000
PIN: ~~01-25-002-0000~~ AND 01-25-100-001-0000 (part)

EXHIBIT B
PERMITTED EXCEPTIONS

1. General Real Estates tax due and payable in 2024, if any.
2. Rights of the North Shore Electric Company, its successors and assigns to erect, maintain and renew poles, etc., in, upon and along Grass Lake road which is upon or adjoining to premises in question as granted by Mrs. Charles Yopp, by instrument recorded June 6, 1910, as Document Number 129698. (Affects parcels 2)
3. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, herein as dedicated for road purposes by instrument dated July 8, 1930 and recorded August 16, 1933, as Document Number 393539 if any, taken or used for road purposes. (Affects the West 40 feet of parcel 2)
4. Rights of the public and of the State of Illinois, in and to so much of the Land herein, as disclosed for road purposes by instrument dated July 8, 1930 and recorded August 16, 1933 as document 393537 and shown on Plat of Survey recorded June 6, 1933 as document 391730 (Affects the West 40 feet of parcel 2).
5. Grant of easement in favor of Northern Illinois Gas company, dated March 2, 1964 and recorded April 2 1964, as Document Number 1221214. (Affects parcel 2)
6. Rights of the public and adjoining owners to the free and unobstructed flow of the water flowing through the land. (Affects parcel 2)



Anthony Vega
Lake County Clerk

Plat Act Affidavit

LAKE COUNTY CLERK'S OFFICE
RECORDING DIVISION
18 N COUNTY ST - 6TH FLOOR
WAUKEGAN, IL 60085-4358
(847) 377-2575
FAX: (847) 984-5860

STATE OF ILLINOIS }
COUNTY OF LAKE } SS

I, (name) Jeffrey and Deborah Fogel, being duly sworn on oath, state that I reside at 26079 N. Grass Lake Road, Antioch, IL 60002, and that the attached deed is not in violation of the Plat Act, Ch. 765 ILCS 205/1.1(b), as the provisions of this Act do not apply and no plat is required due to the following allowed exception (**Circle the number applicable to the attached deed**):

- ① The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
- 2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
- 3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
- 4. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access;
- 5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
- 6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
- 7. Conveyances made to correct descriptions in prior conveyances;
- 8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access;
- 9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land;
- 10. The conveyance of land does not involve any land division and is described in the same manner as title was taken by grantor(s).

AFFIANT further states that this affidavit is made for the purpose of inducing the COUNTY CLERK OF LAKE COUNTY, ILLINOIS to accept the attached deed for recording. (This affidavit is not applicable to Facsimile Assignment of Beneficial Interest.)

SUBSCRIBED and SWORN to before me this 8th day of October, 2024

Jeffrey and Deborah Fogel
(Signature)

OFFICIAL SEAL
JULIE ANN JELINEK
Notary Public, State of Illinois
Commission No. 974583
My Commission Expires July 07, 2027
(seal)

WARRANTY DEED

2300454611 (CT)

MAIL TO:

Matthew Norton, Esq. NAME

330 N. Wabash, 21st Floor ADDRESS

Chicago, IL 60611 CITY & STATE

Type: DW
Recorded: 6/22/2023 9:45:20 AM
Fee Amt: \$60.00 Page 1 of 3
Receipt#: 202300026414
IL Rental Housing Fund: \$9.00
State Stamp Fee: \$0.00
County Stamp Fee: \$0.00
Lake County IL
Anthony Vega Lake County Clerk

File# 7980161

REAL ESTATE TRANSFER TAX

Table with 2 columns: Category (County, Illinois, Total, Stamp No., Declaration ID, Instrument No., Date) and Amount/Value (\$0.00, \$0.00, \$0.00, 0-694-367-952, 20230504924624, 7980161, 22-Jun-2023)

For Recorder's Use Only

THE GRANTORS, Alice K. Brownlee and Warren J. Brownlee, of the County of Lake, State of IL for and in consideration of TEN and 00/100 (\$10.00) DOLLARS and other good and valuable consideration in hand paid CONVEY and WARRANT to Lake County Forest Preserve District, a body politic and corporate, organized and existing under the Illinois Downstate Forest Preserve District Act, 70 ILCS 805/0.001 et sq., of the County of Lake, State of IL, the following described Real Estate situated in the County of Lake, in the State of Illinois, to wit:

THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 46 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 1388.12 FEET THEREOF AND EXCEPT THE EAST 100 FEET OF THE SOUTH 166 FEET THEREOF) IN LAKE COUNTY, ILLINOIS, CONTAINING 18 AND 1/2 ACRES, MORE OR LESS.

SUBJECT TO, HOWEVER, THE FOLLOWING: Covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the real estate; general real estate taxes not due and payable at the time of closing.

Permanent Index Number: 03-26-300-007-0000

Property Address: 0 Wadsworth Road, Wadsworth, IL 60083

THIS IS NONHOMESTEAD PROPERTY.

DATED this May 30, 2023

Alice K. Brownlee (Seal)
Alice K. Brownlee

Warren J. Brownlee by (Seal)
Warren J. Brownlee - by:
Alice K. Brownlee - Power of Attorney
Alice K. Brownlee

NOTE: PLEASE TYPE OR PRINT NAME BELOW ALL SIGNATURES.

Lake County Forest Preserve District
Name of Grantee

1899 W. Winchester Road, Libertyville, IL 60048
Address

Lake County Forest Preserve District
Name of Taxpayer

1899 W. Winchester Road, Libertyville, IL 60048
Address

Robert W. Churchill
Name of person Preparing Deed

2 S. Whitney Street, Grayslake, IL 60030
Address

STATE OF ILLINOIS)
)
COUNTY OF LAKE) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Alice K. Brownlee, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this May 30, 2023.




Notary Public



Exempt under provisions of Paragraph B,
Section 4, Real Estate Transfer Tax Act.

5/30/23
Date


Buyer, Seller or Representative



Plat Act Affidavit

18 N County St - 6th Floor
Waukegan, IL 60085-4358
Phone: (847) 377-2575
FAX: (847) 984-5860

STATE OF ILLINOIS }
COUNTY OF LAKE } SS

I, (name) Alice K. Brownlee, being duly sworn on oath, state that I reside at 35 Oak Lane, Lake Villa, IL 60046, and that the attached deed is not in violation of the Plat Act, Ch. 765 ILCS 205/1.1(b), as the provisions of this Act do not apply and no plat is required due to the following allowed exception (Circle the number applicable to the attached deed):

- 1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access;
9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land;
10 The conveyance of land does not involve any land division and is described in the same manner as title was taken by grantor(s).

AFFIANT further states that this affidavit is made for the purpose of inducing the RECORDER OF LAKE COUNTY, ILLINOIS to accept the attached deed for recording. (This affidavit is not applicable to Facsimile Assignment of Beneficial Interest.)

SUBSCRIBED and SWORN to before me this 30 day of May, 2023

Alice K. Brownlee (Signature)

Notary: [Signature] (seal)



WARRANTY DEED

Type: DW
Recorded: 6/3/2025 12:01:18 PM
Fee Amt: \$70.00 Page 1 of 5
Receipt#: 202500024849
IL Rental Housing Fund: \$18.00
State Stamp Fee: \$0.00
County Stamp Fee: \$0.00
Lake County IL
Anthony Vega Lake County Clerk

MAIL TO:
Rachel D. Wanroy
330 N. Wabash Avenue, Suite 2100
Chicago, IL 60611

File# 8101377

CT 1/1
25GST2695794V

This Indenture made effective as of May 13, 2025 between

THE GRANTOR, **ELLIOT W. FRANK LLC** a/k/a ELLIOTT W. FRANK LLC, a limited liability company created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, for and in consideration of the sum of Ten and 00/100 Dollars, in hand paid, and pursuant to authority given by the Board of Managers of said limited liability company,

CONVEYS and WARRANTS to **LAKE COUNTY FOREST PRESERVE DISTRICT**, a body politic and corporate organized and existing under the Illinois Downstate Forest Preserve District Act, 70ILCS 805/0.001 et seq., the following described Real Estate situated in the County of Lake, in the State of Illinois, to wit:

THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 46 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 1320.0 FEET THEREOF AND EXCEPT THE SOUTH 400.75 FEET OF THE EAST 500.00 FEET THEREOF), IN LAKE COUNTY, ILLINOIS.

PIN 01-25-100-008
01-25-100-009 (affects part of the land herein and other property)

Commonly known as 39510 Rena Avenue, Antioch, IL 60002

SUBJECT TO: GENERAL REAL ESTATE TAXES NOT DUE AND PAYABLE AT THE TIME OF CLOSING, COVENANTS, CONDITIONS, AND RESTRICTIONS OF RECORD, BUILDING LINES AND EASEMENTS, IF ANY, SO LONG AS THEY DO NOT INTERFERE WITH THE CURRENT USE AND ENJOYMENT OF THE PROPERTY.

TO HAVE AND TO HOLD said premises forever.

In Witness Whereof, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Operating Manager, this 13 day of May, 2025.

ELLIOT W. FRANK LLC
an Illinois Limited Liability Company

By: 

Robert E. Frank, Operating Manager

REAL ESTATE TRANSFER TAX


County:	\$0.00
Illinois:	\$0.00
Total:	\$0.00
Stamp No:	0-440-442-992
Declaration ID:	20250504977399
Instrument No:	8101377
Date:	03-Jun-2025

STATE OF ILLINOIS)
)
COUNTY OF L A K E)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that ROBERT E. FRANK personally known to me to be the Operating Manager of the limited liability company, 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 severally acknowledged that as such Operating Manager, he signed and delivered the said instrument as Operating Manager of said limited liability company, and caused the corporate seal of said limited liability company to be affixed thereto, pursuant to authority, given by the Board of Managers of said limited liability company as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 13 day of may, 2025.





Notary Public

GRANTEE: Lake County Forest Preserve District
ADDRESS: 1899 W. Winchester Road, Libertyville, IL 60048

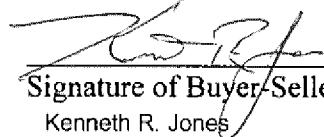
TAXPAYER: Lake County Forest Preserve District
ADDRESS: 1899 W. Winchester Road, Libertyville, IL 60048

NAME OF PERSON PREPARING DEED:
Daniel Venturi
146 Cedar Avenue
Lake Villa, IL 60046

STATE OF ILLINOIS
DEPARTMENT OF REVENUE
STATEMENT OF EXEMPTION UNDER REAL ESTATE TRANSFER TAX ACT

I hereby declare that the attached deed represents a transaction exempt under provisions of Paragraph b, Section 4, of the Real Estate Transfer Tax Act.

Dated this 13th day of May, 2025.



Signature of Buyer-Seller or their Representative
Kenneth R. Jones



Plat Act Affidavit

18 N County St – 6th Floor
Waukegan, IL 60085-4358
Phone: (847) 377-2575
FAX: (847) 984-5860

STATE OF ILLINOIS }
COUNTY OF LAKE } SS

I, (name) Robert E. Frank, being duly sworn on oath, state that I reside at 203 E. Grand Avenue, Lake Villa, IL, and that the attached deed is not in violation of the Plat Act, Ch. 765 ILCS 205/1.1(b), as the provisions of this Act do not apply and no plat is required due to the following allowed exception (**Circle the number applicable to the attached deed**):

- ① The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
- 2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
- 3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
- 4. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
- 5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
- 6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
- 7. Conveyances made to correct descriptions in prior conveyances;
- 8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access;
- 9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land;
- 10. The conveyance of land does not involve any land division and is described in the same manner as title was taken by grantor(s).

AFFIANT further states that this affidavit is made for the purpose of inducing the RECORDER OF LAKE COUNTY, ILLINOIS to accept the attached deed for recording. (This affidavit is not applicable to Facsimile Assignment of Beneficial Interest.)

SUBSCRIBED and SWORN to before me this 9 day of May, 2025

[Handwritten Signature]

(Signature)



[Handwritten Signature]

(seal)

This Instrument Prepared By:

Julie Ann Jelinek, Esq.
Law Offices of Julie Ann Jelinek, Ltd.
919 Toft Avenue
Antioch, Illinois 60002

Return to:

Rachel D. Wanroy, Esq.
BURKE, WARREN, MacKAY
& SERRITELLA, P.C.
330 N. Wabash Avenue, 21st FL
Chicago, Illinois 60611

20F3 (C7)
245700996LV



Image# 064257060005 Type: DW
Recorded: 10/16/2024 at 01:34:26 PM
Receipt#: 2024-00045895
Page 1 of 5
Fees: \$70.00
IL Rental Housing Fund: \$18.00
Lake County IL
Anthony Vega Lake County Clerk

File **8062107**

REAL ESTATE TRANSFER TAX



County: \$0.00
Illinois: \$0.00
Total: \$0.00

Stamp No: 0-821-728-432
Declaration ID: 20241004923296
Instrument No: 8062107
Date: 16-Oct-2024

WARRANTY DEED

THIS INDENTURE, made as of October 8, 2024, by and between the **Grantor, Jeffrey T. Fogel, as trustee of the Jeffrey T. Fogel Trust under trust agreement dated the 13th day of May, 2021**, of 26079 Grass Lake Road, Antioch, Illinois 60002, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEY and WARRANT unto **Grantee, Lake County Forest Preserve District**, a body politic and corporate organized and existing under the Illinois downstate Forest Preserve District Act, 70 ILCS 805/0.001 et seq., having an address of 1899 West Winchester Road, Libertyville, Illinois 60048, the following described real estate situated in the County of Lake in the State of Illinois, to wit:

LEGAL DESCRIPTION ATTACHED AS EXHIBIT A:

Commonly Known As: 26133 W. Grass Lake Road, Antioch, Illinois 60002

Permanent Real Estate Index Numbers: 01-25-100-005-0000 (part of)

This conveyance is subject to the Permitted Exceptions listed on EXHIBIT B.

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

[SIGNATURE PAGE TO FOLLOW]

5 mm

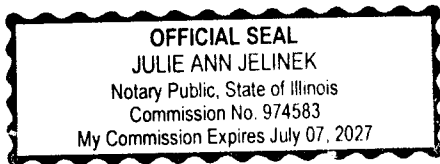
IN WITNESS WHEREOF, the Grantor has executed this WARRANTY DEED as of the date aforesaid.

Jeffrey T. Fogel
Jeffrey T. Fogel, as Trustee of the Jeffrey T. Fogel Trust under Trust Agreement dated the 13th day of May, 2021.

STATE OF ILLINOIS)
) SS:
COUNTY OF LAKE)

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that Jeffrey T. Fogel, as Trustee of the Jeffrey T. Fogel Trust under Trust Agreement dated the 13th day of May, 2021, personally known to me to be the same individuals whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 8th day of October, 2024.



Julie Ann Jelinek
Notary Public
My Commission Expires: _____

EXEMPT UNDER PROVISIONS OF PARAGRAPH B, SECTION 91-45, REAL ESTATE TRANSFER TAX ACT

10/8/2024
Date

Julie Ann Jelinek
By: Sellers attorney

**SEND RECORDED DEED AND
SUBSEQUENT TAX BILLS TO:**
Lake County Forest Preserve District
1899 West Winchester Road
Libertyville, Illinois 60048

LEGAL DESCRIPTION EXHIBIT A

Parcel 1 (also known as Parcel 3 on file 24ST00996LV).

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 46 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

THE SOUTH 132.00 FEET OF THE FOLLOWING PARCEL,

BEGINNING AT A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, 943.9 FEET SOUTH FROM THE NORTHWEST CORNER THEREOF: THENCE EAST PARALLEL TO THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, A DISTANCE OF 330 FEET; THENCE SOUTH, A DISTANCE OF 358.1 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25; THENCE WEST ALONG SAID SOUTH LINE 330 FEET TO SAID WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, AND THENCE NORTH ALONG SAID WEST LINE 358.1 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

21633 W. GRASS LAKE ROAD, ANTIOCH IL 60002

PIN# 01-25-100-005-0000 (part)

EXHIBIT B
PERMITTED EXCEPTIONS

1. General Real Estates tax due and payable in 2024, if any.
2. Rights of the North Shore Electric Company, its successors and assigns to erect, maintain and renew poles, etc., in, upon and along Grass Lake road which is upon or adjoining to premises in question as granted by Mrs. Charles Yopp, by instrument recorded June 6, 1910, as Document Number 129698. (Affects parcel 3)
3. Rights of the public, the State of Illinois and the municipality in and to that part of the Land, herein as dedicated for road purposes by instrument dated July 8, 1930 and recorded August 16, 1933, as Document Number 393539 if any, taken or used for road purposes. (Affects the West 40 feet of parcel 3)
4. Rights of the public and of the State of Illinois, in and to so much of the Land herein, as disclosed for road purposes by instrument dated July 8, 1930 and recorded August 16, 1933 as document 393537 and shown on Plat of Survey recorded June 6, 1933 as document 391730 (Affects the West 40 feet of parcel 3).
5. Rights of Northern Illinois gas company, an Illinois corporation, its successors and assigns, a perpetual easement and right of way for the purpose of laying, maintaining, operating, renewing, replacing and removing gas mains, etc., in, upon, under, along and across the East 1/2 of public highway known as Grass Lake Road, which extends along the West line of the land herein, as granted by instrument dated March 16, 1964 and recorded April 7, 1964, as Document Number 1221213. (Affects parcel 3)



Anthony Vega
Lake County Clerk

Plat Act Affidavit

LAKE COUNTY CLERK'S OFFICE
RECORDING DIVISION
18 N COUNTY ST - 6TH FLOOR
WAUKEGAN, IL 60085-4358
(847) 377-2575
FAX: (847) 984-5860

STATE OF ILLINOIS }
COUNTY OF LAKE } SS

I, (name) Jeffrey T. Fogel, as trustee, being duly sworn on oath, state that I reside at 26079 N. Grass Lake Road, Antioch, IL 60002, and that the attached deed is not in violation of the Plat Act, Ch. 765 ILCS 205/1.1(b), as the provisions of this Act do not apply and no plat is required due to the following allowed exception (**Circle the number applicable to the attached deed**):

1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipelines which does not involve any new streets or easements of access;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access;
9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land;
10. The conveyance of land does not involve any land division and is described in the same manner as title was taken by grantor(s).

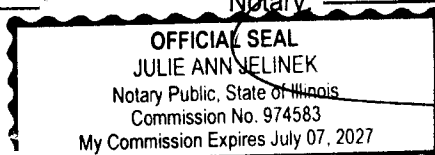
AFFIANT further states that this affidavit is made for the purpose of inducing the COUNTY CLERK OF LAKE COUNTY, ILLINOIS to accept the attached deed for recording. (This affidavit is not applicable to Facsimile Assignment of Beneficial Interest.)

SUBSCRIBED and SWORN to before me this 5th day of October, 2024

Jeffrey Thomas Fogel
(Signature)

Notary: [Signature]

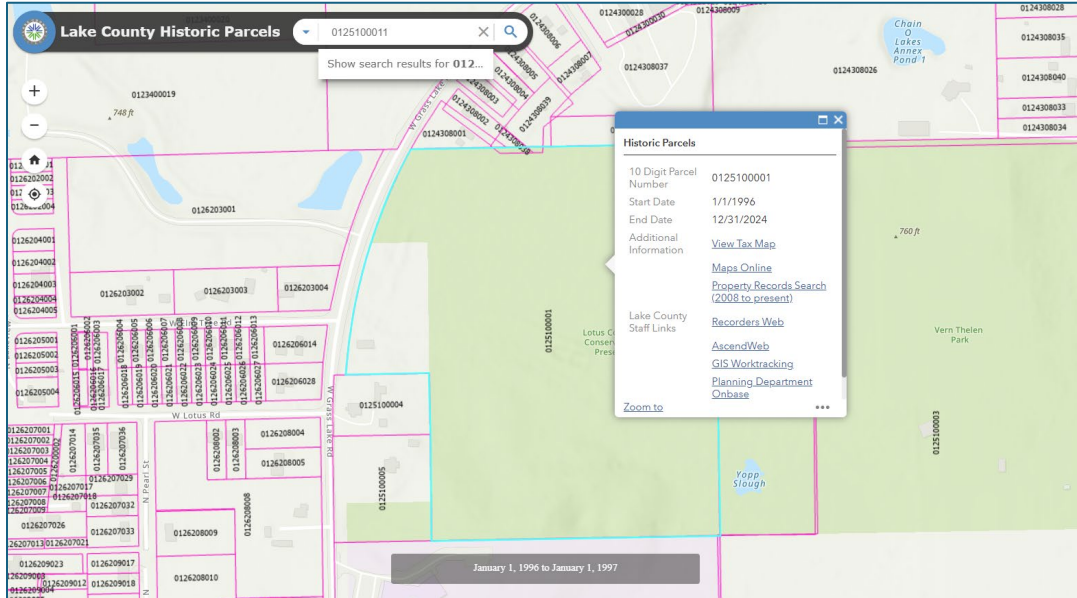
(seal)



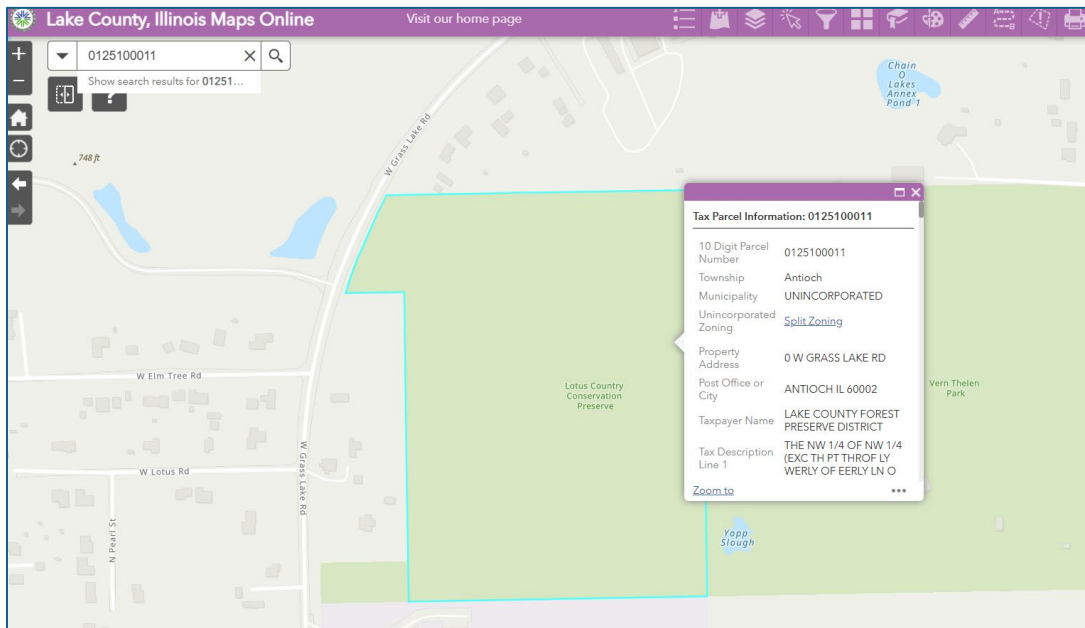
Please Note:

A) PIN 012510001 is no longer used but it is the same as 0125100011.

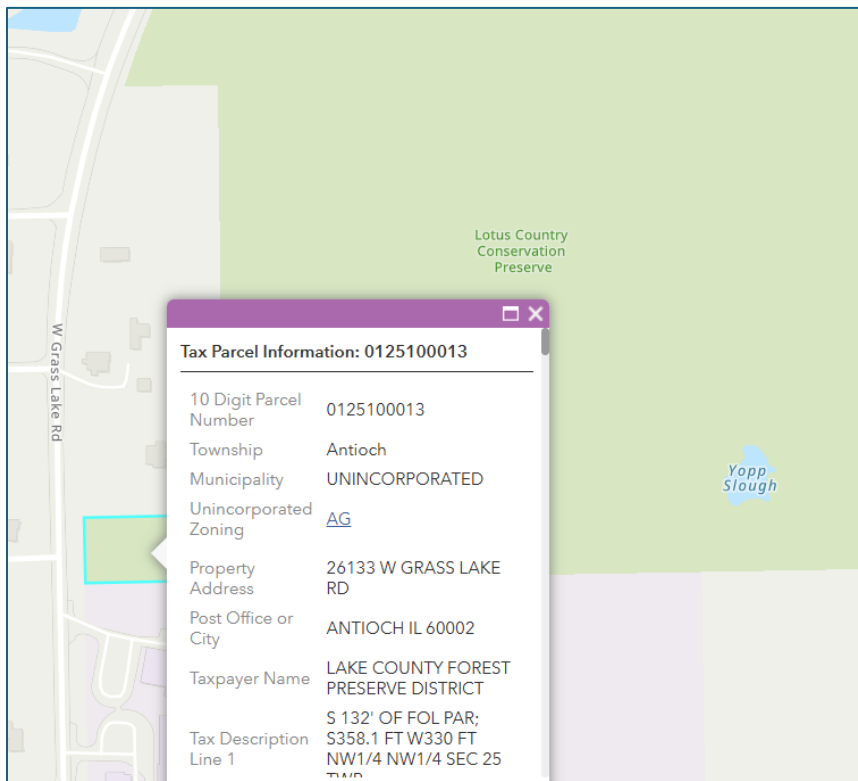
Historic Parcels



Current Parcels



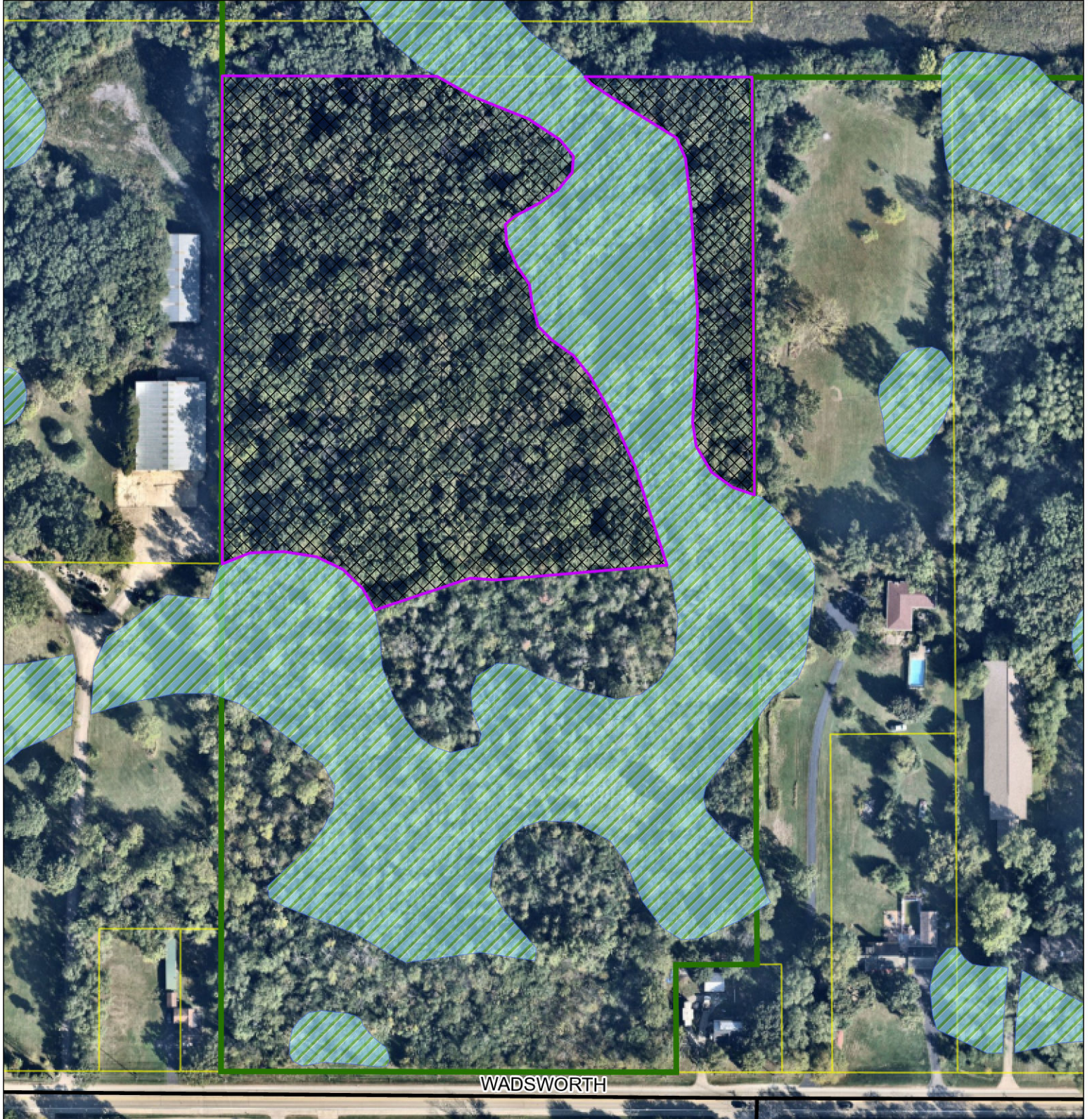
B) PIN 01-25-100-013 is the new pin assigned to the portion of the original parcel the District now owns. In other words, the smaller parcel needed a new PIN since it was no longer owned by the person who sold us the larger parcel (once a portion of a parcel is purchased and a deed is assigned, a new PIN is usually created within the year). The original parcel has the historical PIN 01-25-100-005, (deed #8062107). The deed states that it is a “portion of” the original PIN. In these types of scenarios, the only time you will see the “new” PIN on a deed is the next time the land is sold, which in the District’s case will not occur.



Project Area Map

LAKE COUNTY FOREST PRESERVES - CARBON PRESERVATION PROJECT

LAKE COUNTY WETLAND INVENTORY MAP - BROWNLEE PARCEL



Disclaimer: Property Boundaries and other data provided is for general information only and not for commercial purposes. The District provides this data for the user's exclusive use only. Any re-use, transmission, duplication, or distribution without the permission of the District is prohibited. Map sources include: Lake County GIS Division | Basemap: 2024 Aerial



Map Created on 11/24/2025



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Project Areas



Lake Co. Wetland Inventory Wetlands



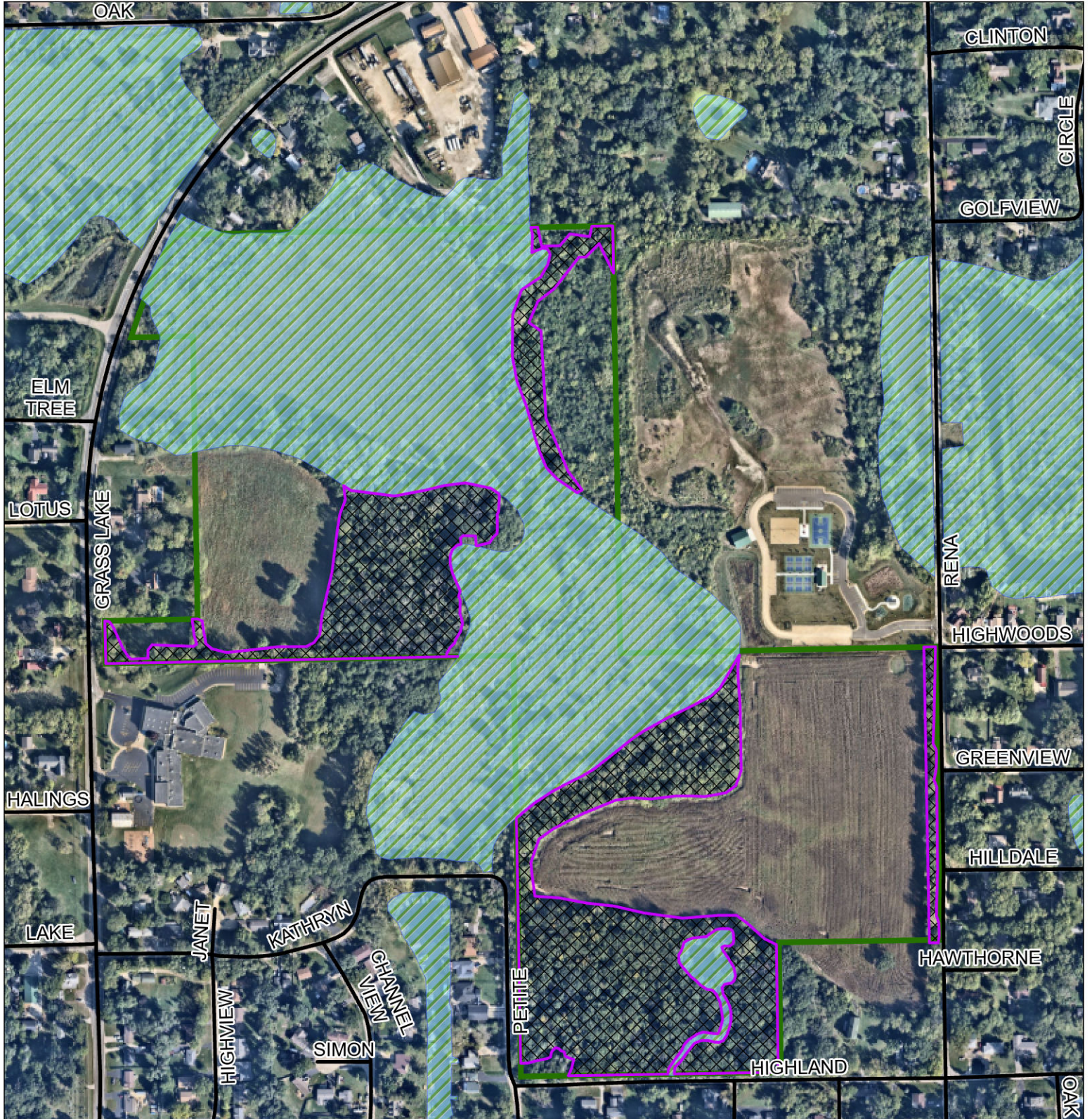
Forest Preserve Boundaries



Parcel Lines

LAKE COUNTY FOREST PRESERVES - CARBON PRESERVATION PROJECT

LAKE COUNTY WETLAND INVENTORY MAP - LOTUS COUNTRY PARCELS



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**Lake County
Forest Preserves**

Map Created on 11/6/2025

0 220 440



Feet



LEGEND



Project Areas



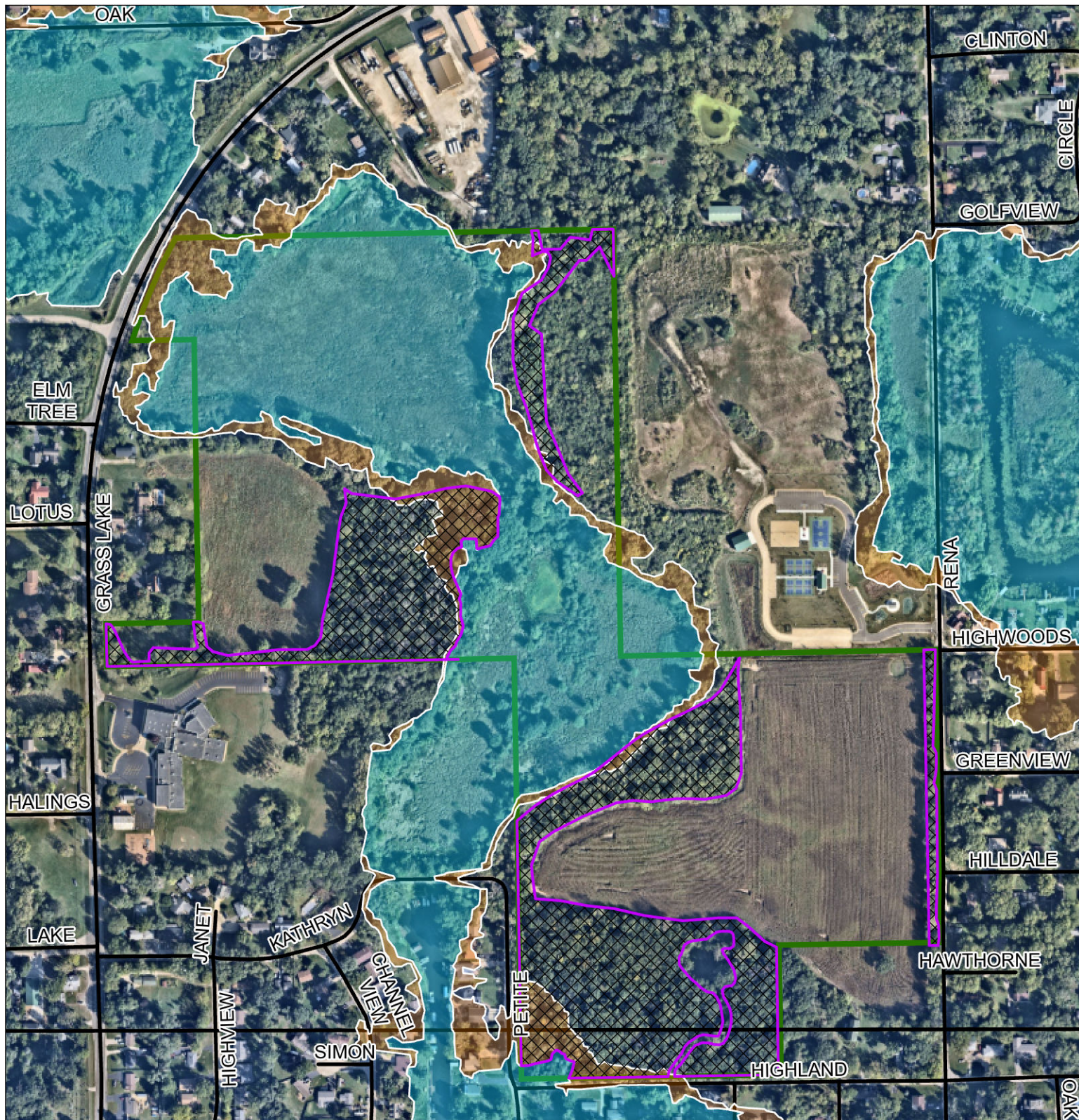
Lake Co. Wetland Inventory Wetlands



Forest Preserve Boundaries

LAKE COUNTY FOREST PRESERVES - CARBON PRESERVATION PROJECT

FEMA MAP - LOTUS COUNTRY PARCELS



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Map Created on 11/6/2025

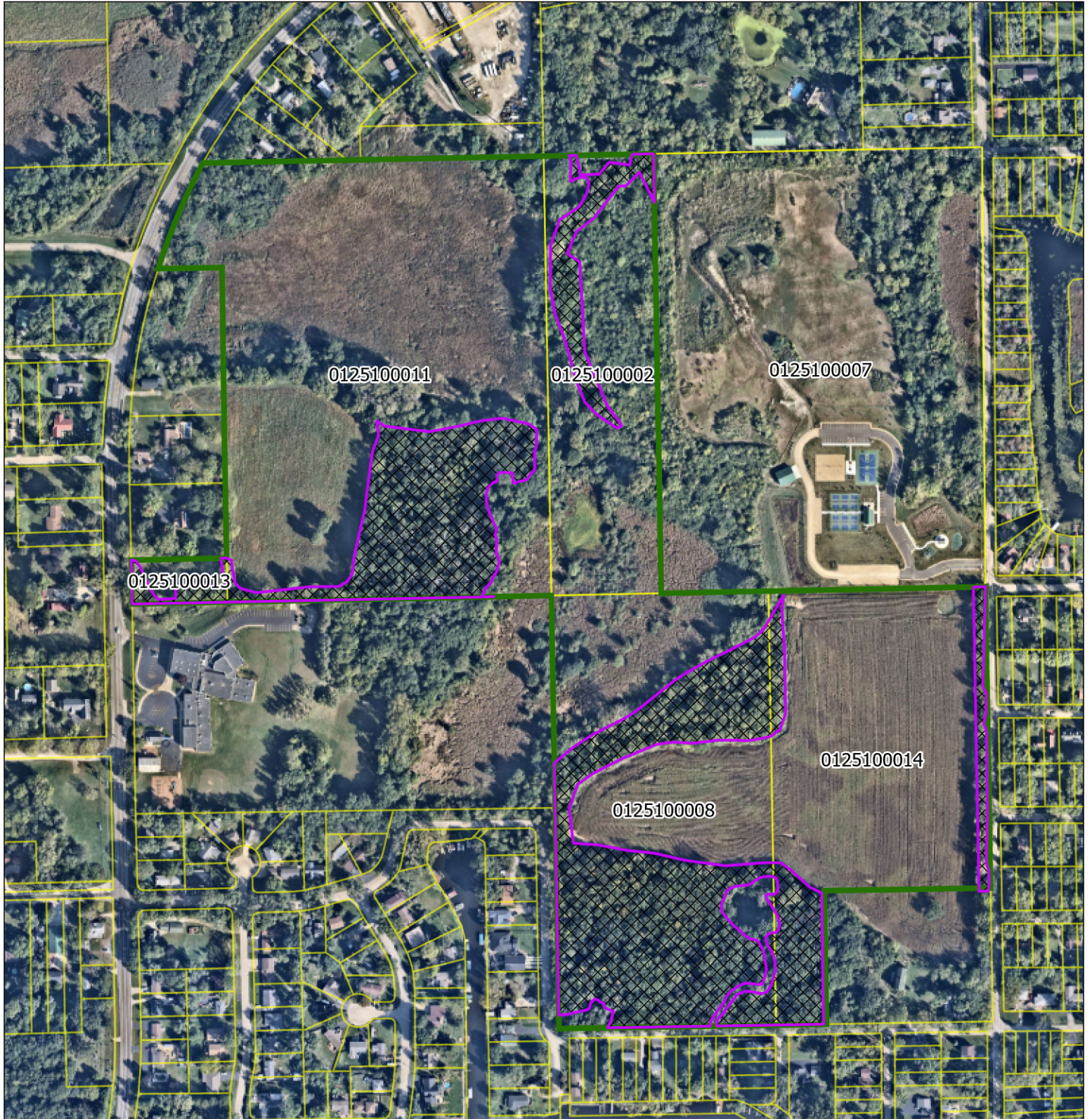


LEGEND

- Project Areas
- 1% Annual Chance Flood Hazard
- 0.2% Annual Chance Flood Hazard
- Area Of Minimal Flood Hazard
- FIRM Panels
- Forest Preserve Boundaries

LAKE COUNTY FOREST PRESERVES - CARBON PRESERVATION PROJECT

PARCEL MAP - LOTUS COUNTRY PARCELS



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Lake County
Forest Preserves

Map Created on 11/25/2025

0 215 430



Feet



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Project Areas



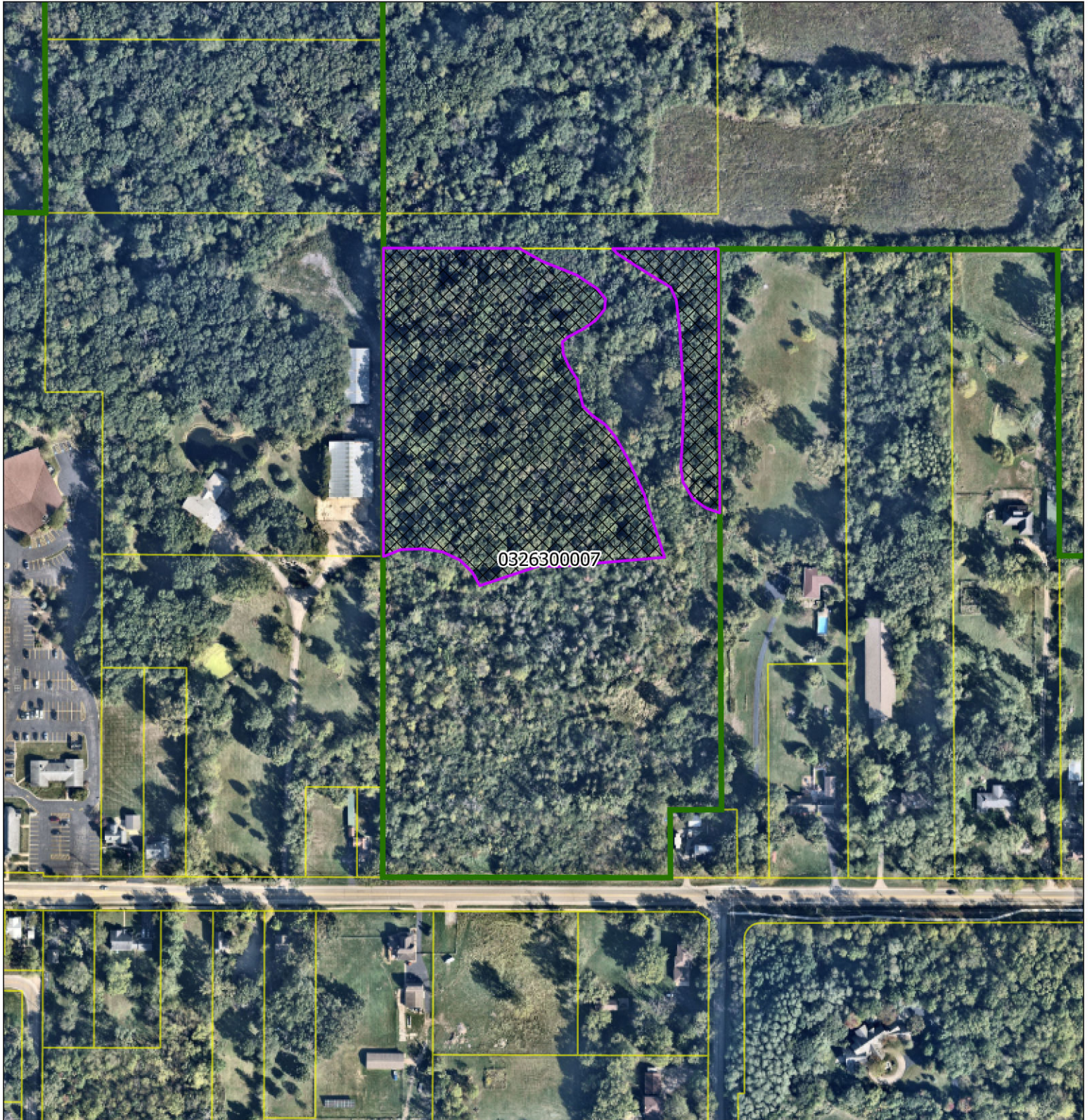
Parcel Lines



Forest Preserve Boundaries

LAKE COUNTY FOREST PRESERVES - CARBON PRESERVATION PROJECT

PARCEL MAP - BROWNLEE PARCEL



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Map Created on 12/5/2025



LEGEND



Project Areas



Parcel Lines

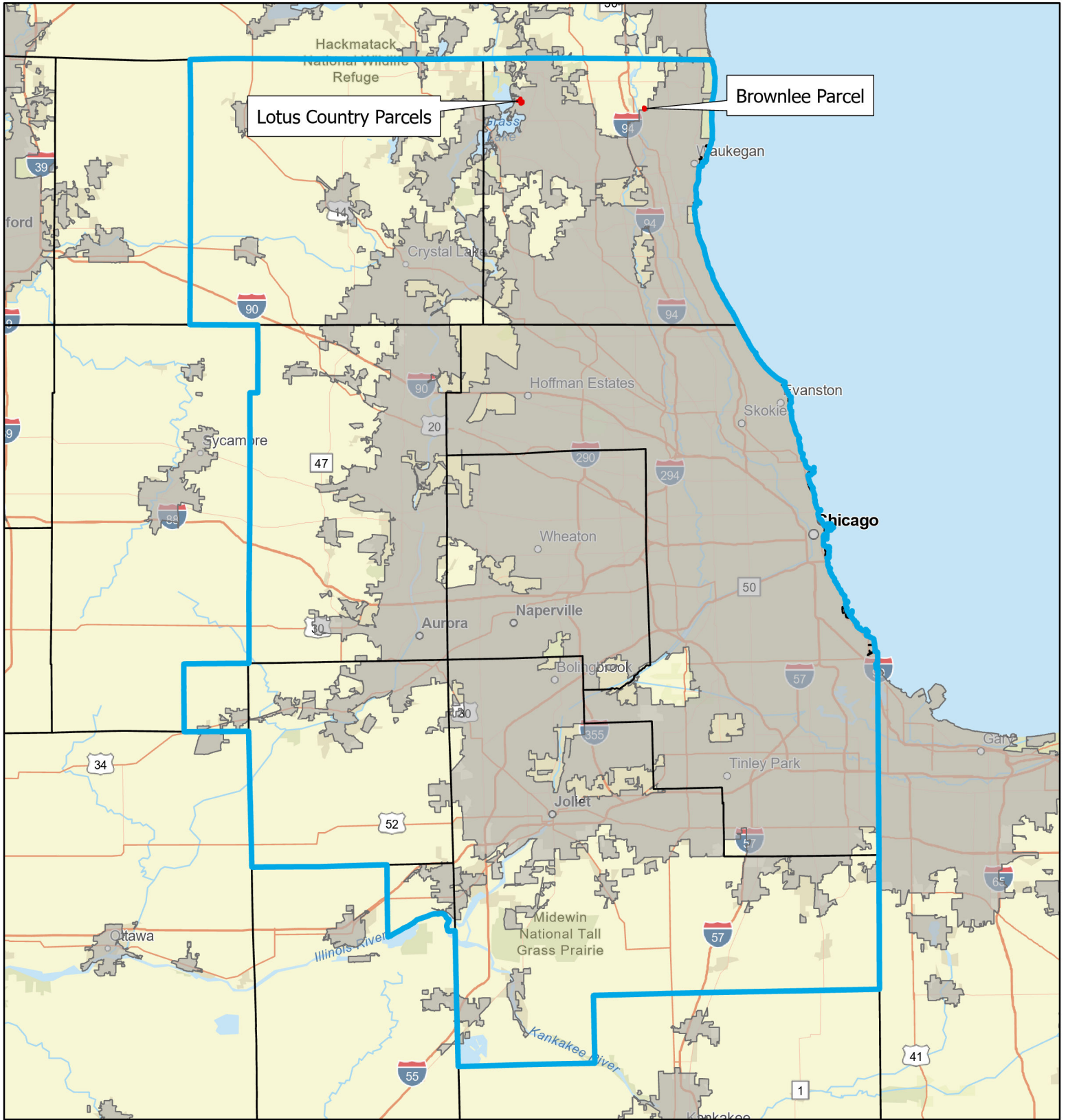


Forest Preserve Boundaries

Regional Area Map

LAKE COUNTY FOREST PRESERVES

CARBON PRESERVATION PROJECT 2025 - REGIONAL SCALE



Disclaimer: Property boundaries and other data provided is for general information only and not for commercial purposes. The District provides this data for the user's exclusive use only. Any re-use, transmission, duplication, or distribution without the permission of the District is prohibited. Map sources include: Lake County GIS Division | Basemap: 2023 Aerial



**Lake County
Forest Preserves**

Map Created on 7/24/2025

0 29,500 59,000 Feet



**L
E
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D**

- Project Areas
- Illinois Counties
- Chicago Metropolitan Agency for Planning Boundary

Preservation Commitment

Prepared by, and after recording
Return to:

Lake County Forest Preserve District
1899 W. Winchester Rd.
Libertyville, IL 60048
Attn: Ken Jones

Type: DEC
Recorded: 10/28/2025 11:23:31 AM
Receipt#: 20251028000171
Fees: Page 1 of 6
IL Rental Housing Fund: \$0.00
Lake County IL
Anthony Vega Lake County Clerk
File# **8130357**



This space for Recorder's use only.

DECLARATION OF DEVELOPMENT RESTRICTIONS

Declarant: Lake County Forest Preserve District
1899 W. Winchester Road, Libertyville, IL 60048

Legal Description: See Exhibit A

Project Boundary Depiction: See Exhibit B

Assessor's Tax Parcel Identification No(s): 03-26-300-007

Reference No. of Related Documents: N/A

THIS DECLARATION OF DEVELOPMENT RESTRICTIONS (the "DECLARATION") is made this Dated this 28th day of October, 2025 ("Effective Date") by the Lake County Forest Preserve District, a body politic and corporate organized and existing under the Illinois Downstate Forest Preserve District Act, 70 ILCS 805/0.001 *et seq.*, ("Declarant").

RECITALS

A. Declarant is the owner of that certain property in the County of Lake, State of Illinois commonly known as the Brownlee parcel within Wadsworth Savanna Forest Preserve, which is more particularly described in EXHIBIT A attached hereto and incorporated herein by reference (the "Property").

B. Declarant purchased the Property from Alice K. Brownlee and Warren J. Brownlee on June 1, 2023.

C. Declarant is an Illinois forest preserve district organized and existing under the Illinois Downstate Forest Preserve District Act, 70 ILCS 805/0.001 *et seq.*

69

D. Declarant recognizes the value of the Property's mature forest as a climate asset. The trees on the Property store CO₂, reduce stormwater runoff, improve air quality, provide energy savings from cooling and heating effects, and improve human health by providing cleaner air and a place for recreation, exercise, and the public health benefits of exposure to nature. Clearing of the trees for other uses, such as parking lots, playfields, or other similar uses would seriously impair the climate value of the Property.

E. Urban Forest Carbon Registry d/b/a City Forest Credits, a Wahington nonprofit corporation, ("City Forest Credits") has developed carbon protocols and issues credits for qualifying tree-preservation and tree-planting projects in and around urban areas. Declarant has enrolled the Property with City Forest Credits to develop a forest carbon program in partnership with The Morton Arboretum – Chicago Region Carbon Program, whereby the Declarant will preserve forested stands on the Property and earn carbon credits for those preserved trees (the "Carbon Program").

F. Declarant intends by this Declaration to preserve the trees on the Property for a period of not less than 40 years as a condition of participation in the Carbon Program. Declarant understands that this Declaration will restrict the clearing or removal of trees on the Property as set forth in this Declaration.

DECLARATION

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant, as owner of the Property, hereby declares, grants, imposes, conveys, establishes, and accepts the following development restrictions and covenants which shall run with the land and be binding upon all owners of the Property as set forth herein:

1. *Removal of Trees.* Declarant shall not cut down, destroy, or remove trees located on the Property, except as necessary to control or prevent hazard, pests, disease, or fire; to improve forest health and ecological management, including invasive species control; or to establish and maintain recreational non-motor-use trails, which activities are deemed to have negligible or de minimis impacts on biomass and carbon stock and are permissible.

GENERAL PROVISIONS

2. Run with land. The covenants and restrictions declared, granted, conveyed and established under this Declaration shall run with the land and inure to the benefit of, and be binding upon, Declarant, its heirs, successors and assigns, and all future owners of the Property for the Term (as defined below).

3. Term and modification. The covenants and restrictions declared, granted, conveyed and established under this Declaration shall remain in effect for a term of 40 years from the Effective Date (the "Term"). Notwithstanding the foregoing, if: (i) the Property is disenrolled from the Carbon Program, or (ii) this Declaration is no longer required to satisfy any applicable requirement of the Carbon Program, then Declarant may terminate and release this Declaration in its sole discretion.

4. Governing law and venue. The terms and provisions of this declaration shall be governed, construed, and enforced in accordance with the laws of the State of Illinois. Venue for any lawsuit arising out of this Declaration shall be in Lake County, Illinois.

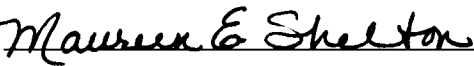
5. Severability. In case any one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Declaration, but this Declaration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

Lake County Forest Preserve District

By: _____ 

Name: Jessica Vealitzek

Title: President

Attest:  _____

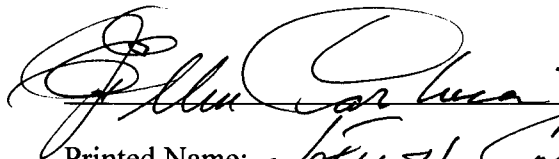
Name: ~~Julie Gragnani~~ Maureen E. Shelton

Title: ~~Asst.~~ Board Secretary

STATE OF ILLINOIS }
COUNTY OF LAKE } ss.

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that Jessica Vealitzek and Maureen E. Shelton, as the President and Assistant Board Secretary of the Lake County Forest Preserve District, personally known to me to be the same individuals whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument as their free and voluntary act, and as the free and voluntary act of the Lake County Forest Preserve District, for the uses and purposes therein set forth.

Dated this 28th day of October, 2025.


Printed Name: JoEllen Carlucci

NOTARY PUBLIC

My Commission Expires: 2/1/2028

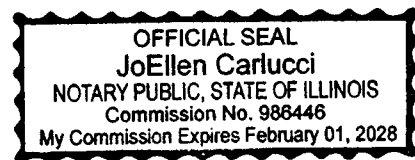


EXHIBIT A
LEGAL DESCRIPTION

BROWNLEE

THE EAST ½ OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 26, TOWNSHIP 46 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 1388.12 FEET THEREOF AND EXCEPT THE EAST 100 FEET OF THE SOUTH 166 FEET THEREOF) IN LAKE COUNTY, ILLINOIS, CONTAINING 18 AND ½ ACRES, MORE OR LESS.

PIN# 03-26-300-007




Commonly known as 0 Wadsworth Road, Wadsworth, IL 60083

EXHIBIT B

PROJECT BOUNDARY DEPICTION

Exhibit B

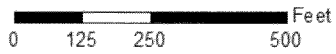
Legend

-  Forest Preserve Property
-  PIN 03-26-300-007
-  Project Boundary

Lake County Forest Preserve District
Land Preservation and Special Projects
1899 W Winchester Rd
Libertyville, Illinois 60048
847-968-3351

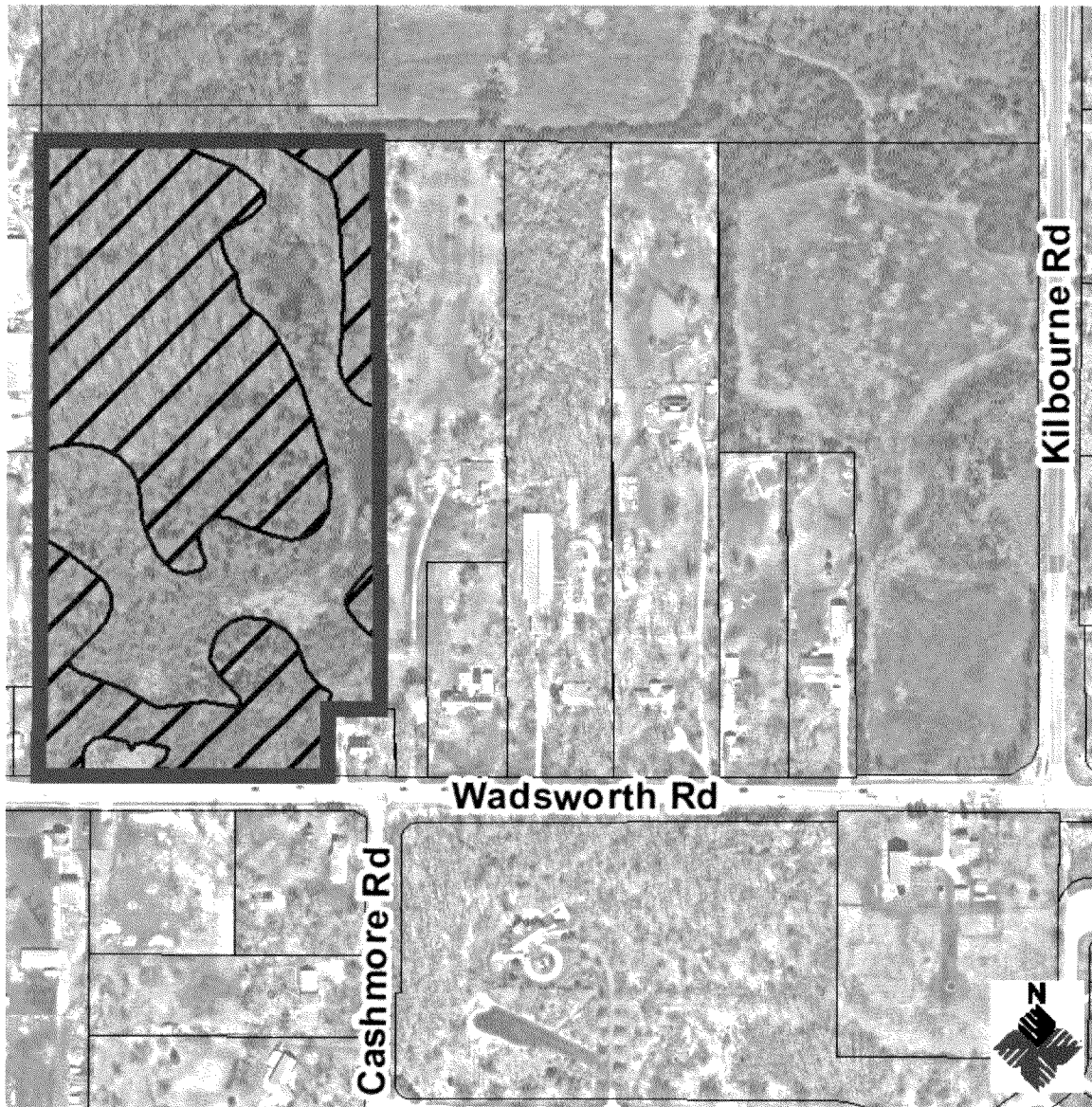
Courtesy Copy Only.
Property boundaries indicated are provided
for general location purposes. Wetland
and flood limits shown are approximate and
should not be used to determine setbacks for
structure or as a basis for purchasing property.

Prepared using information from:
Lake County Department of Information
& Technology: GIS/Mapping Division
18 North County Street
Waukegan, Illinois 60085-4357
847-377-2373



2025 Aerial Photo

Map Prepared 12 September 2025



Prepared by, and after recording
Return to:

Lake County Forest Preserve District
1899 W. Winchester Rd.
Libertyville, IL 60048
Attn: Ken Jones

Type: DEC
Recorded: 10/28/2025 11:23:31 AM
Receipt#: 20251028000171
Fees: Page 1 of 7
IL Rental Housing Fund: \$0.00
Lake County IL
Anthony Vega Lake County Clerk
File# **8130358**



This space for Recorder's use only.

DECLARATION OF DEVELOPMENT RESTRICTIONS

Declarant: Lake County Forest Preserve District
1899 W. Winchester Road, Libertyville, IL 60048

Legal Description: See Exhibit A

Assessor's Tax Parcel Identification No(s): Fogel: 01-25-100-002
01-25-100-011
01-25-100-013
Frank: 01-25-100-008
01-25-100-014

Project Boundary Depiction: See Exhibit B

Reference No. of Related Documents: N/A

THIS DECLARATION OF DEVELOPMENT RESTRICTIONS (the "DECLARATION") is made this 28th day of October, 2025 ("Effective Date") by the Lake County Forest Preserve District, a body politic and corporate organized and existing under the Illinois Downstate Forest Preserve District Act, 70 ILCS 805/0.001 *et seq.*, ("Declarant").

RECITALS

A. Declarant is the owner of that certain property in the County of Lake, State of Illinois commonly known as the Fogel & Frank parcels within Lotus Country Forest Preserve, which is more particularly described in EXHIBIT A attached hereto and incorporated herein by reference (the "Property").

B. Declarant purchased the Fogel Property from Jeffrey Thomas & Deborah Fogel, and Jeffrey T. Fogel, as trustee of the Jeffrey T. Fogel Trust under trust agreement dated the 13th day of May, 2021, on 11 October 2024

C. Declarant purchased the Frank Property from Elliott W. Frank, LLC on 13 May 2025.

D. Declarant is an Illinois forest preserve district organized and existing under the Illinois Downstate Forest Preserve District Act, 70 ILCS 805/0.001 *et seq.*

E. Declarant recognizes the value of the Property's mature forest as a climate asset. The trees on the Property store CO₂, reduce stormwater runoff, improve air quality, provide energy savings from cooling and heating effects, and improve human health by providing cleaner air and a place for recreation, exercise, and the public health benefits of exposure to nature. Clearing of the trees for other uses, such as parking lots, playfields, or other similar uses would seriously impair the climate value of the Property.

F. Urban Forest Carbon Registry d/b/a City Forest Credits, a Wahington nonprofit corporation, ("City Forest Credits") has developed carbon protocols and issues credits for qualifying tree-preservation and tree-planting projects in and around urban areas. Declarant has enrolled the Property with City Forest Credits to develop a forest carbon program in partnership with The Morton Arboretum – Chicago Region Carbon Program, whereby the Declarant will preserve forested stands on the Property and earn carbon credits for those preserved trees (the "Carbon Program").

G. Declarant intends by this Declaration to preserve the trees on the Property for a period of not less than 40 years as a condition of participation in the Carbon Program. Declarant understands that this Declaration will restrict the clearing or removal of trees on the Property as set forth in this Declaration.

DECLARATION

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant, as owner of the Property, hereby declares, grants, imposes, conveys, establishes, and accepts the following development restrictions and covenants which shall run with the land and be binding upon all owners of the Property as set forth herein:

1. *Removal of Trees.* Declarant shall not cut down, destroy, or remove trees located on the Property, except as necessary to control or prevent hazard, pests, disease, or fire; to improve forest health and ecological management, including invasive species control; or to establish and maintain recreational non-motor-use trails, which activities are deemed to have negligible or de minimis impacts on biomass and carbon stock and are permissible.

GENERAL PROVISIONS


2. Run with land. The covenants and restrictions declared, granted, conveyed and established under this Declaration shall run with the land and inure to the benefit of, and be binding upon, Declarant, its heirs, successors and assigns, and all future owners of the Property for the Term (as defined below).

3. Term and modification. The covenants and restrictions declared, granted, conveyed and established under this Declaration shall remain in effect for a term of 40 years from the Effective Date (the "Term"). Notwithstanding the foregoing, if: (i) the Property is disenrolled from the Carbon Program, or (ii) this Declaration is no longer required to satisfy any applicable requirement of the Carbon Program, then Declarant may terminate and release this Declaration in its sole discretion.

4. Governing law and venue. The terms and provisions of this declaration shall be governed, construed, and enforced in accordance with the laws of the State of Illinois. Venue for any lawsuit arising out of this Declaration shall be in Lake County, Illinois.

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

Lake County Forest Preserve District

By: 

Name: Jesssica Vealitzek

Title: President

Attest: 


Name: ~~Julie Gagnani~~ Maureen E. Shelton

Title: ^{Asst.} Board Secretary

STATE OF ILLINOIS }
COUNTY OF LAKE } ss.

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that Jessica Vealitzek and Maureen E. Shelton, as the President and Assistant Board Secretary of the Lake County Forest Preserve District, personally known to me to be the same individuals whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument as their free and voluntary act, and as the free and voluntary act of the Lake County Forest Preserve District, for the uses and purposes therein set forth.

Dated this 28th day of October, 2025.


Printed Name: JoEllen Carlucci

NOTARY PUBLIC

My Commission Expires: 3/1/2028

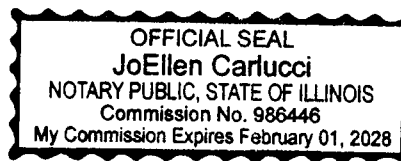


EXHIBIT A
LEGAL DESCRIPTION

FOGEL PROPERTY

PARCEL 1:

THE WEST 20 RODS OF THE NORTH 80 RODS OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 46 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS

PIN# 01-25-100-002

Commonly known as 25991 W Grass Lake Rd, Antioch, IL 60002

PARCEL 2:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (EXCEPT THAT PART THEREOF LYING WESTERLY OF THE EASTERLY LINE OF STATE AID ROUTE 18 ALSO KNOWN AS GRASS LAKE ROAD. AND EXCEPT THAT PART DESCRIBED AS FOLLOWS. COMMENCING AT A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER, 943.9 FEET SOUTH FROM THE NORTHWEST CORNER THEREOF; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER 330 FEET, THENCE SOUTH PARALLEL TO THE WEST LINE OF THE NORTHWEST QUARTER, 358.1 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE WEST ON SAID SOUTH LINE 330 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH ON SAID WEST LINE 358.1 FEET TO THE PLACE OF BEGINNING)

AND (ALSO EXCEPTING THAT PART DESCRIBED AS FOLLOWS:

THE SOUTH 208.66 FEET OF THE NORTH 943.9 FEET OF THE WEST 330.0 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER)

ALSO AND EXCEPT THAT PART DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER, 943.9 FEET SOUTH FROM THE NORTHWEST CORNER THEREOF; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER 330 FEET; THENCE NORTH 00 DEGREES 48 MINUTES 53 SECONDS WEST, A DISTANCE OF 208.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 48 MINUTES 53 SECONDS WEST, A DISTANCE OF 441.16 FEET; THENCE SOUTH 89 DEGREES 01 MINUTES 13 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25, A DISTANCE OF 186.90 FEET TO THE EASTERLY RIGHT OF WAY LINE OF GRASS LAKE ROAD; THENCE SOUTHERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID GRASS LAKE ROAD,

BEING A CURVED LINE CONCAVED EASTERLY HAVING A RADIUS OF 1870.0 FEET, AN ARC DISTANCE OF 453.98 FEET; THENCE NORTH 89 DEGREES 01 MINUTES 13 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 25, A DISTANCE OF 287.95 FEET TO THE POINT OF BEGINNING, OF SECTION 25, TOWNSHIP 46 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PIN# 01-25-100-011

Commonly known as 0 W Grass Lake Rd, Antioch, IL 60002

PARCEL 3:

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 46 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

THE SOUTH 132.00 FEET OF THE FOLLOWING PARCEL,

BEGINNING AT A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, 943.9 FEET SOUTH FROM THE NORTHWEST CORNER THEREOF: THENCE EAST PARALLEL TO THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, A DISTANCE OF 330 FEET; THENCE SOUTH, A DISTANCE OF 358.1 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25; THENCE WEST ALONG SAID SOUTH LINE 330 FEET TO SAID WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, AND THENCE NORTH ALONG SAID WEST LINE 358.1 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

Commonly known as 26133 W Grass Lake Rd, Antioch, IL 60002

PIN# 01-25-100-013

FRANK PROPERTY

THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 46 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 1320.0 FEET THEREOF AND EXCEPT THE SOUTH 400.75 FEET OF THE EAST 500.00 FEET THEREOF), IN LAKE COUNTY, ILLINOIS.

PIN 01-25-100-008

01-25-100-014

Commonly known as 39650 N Rena Avenue, Antioch, IL 60002

EXHIBIT B

PROJECT BOUNDARY DEPICTION

Exhibit B

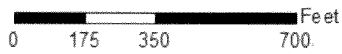
Legend

-  Forest Preserve Property
-  Project Boundary
-  PINs 01-25-100-002, 01-25-100-011, & 01-25-100-013
-  PINs 01-25-100-008, & 01-25-100-014

Lake County Forest Preserve District
Land Preservation and Special Projects
1899 W Winchester Rd
Libertyville, Illinois 60048
847-968-3351

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

Prepared using information from:
Lake County Department of Information
& Technology: GIS/Mapping Division
18 North County Street
Waukegan, Illinois 60085-4357
847-377-2373

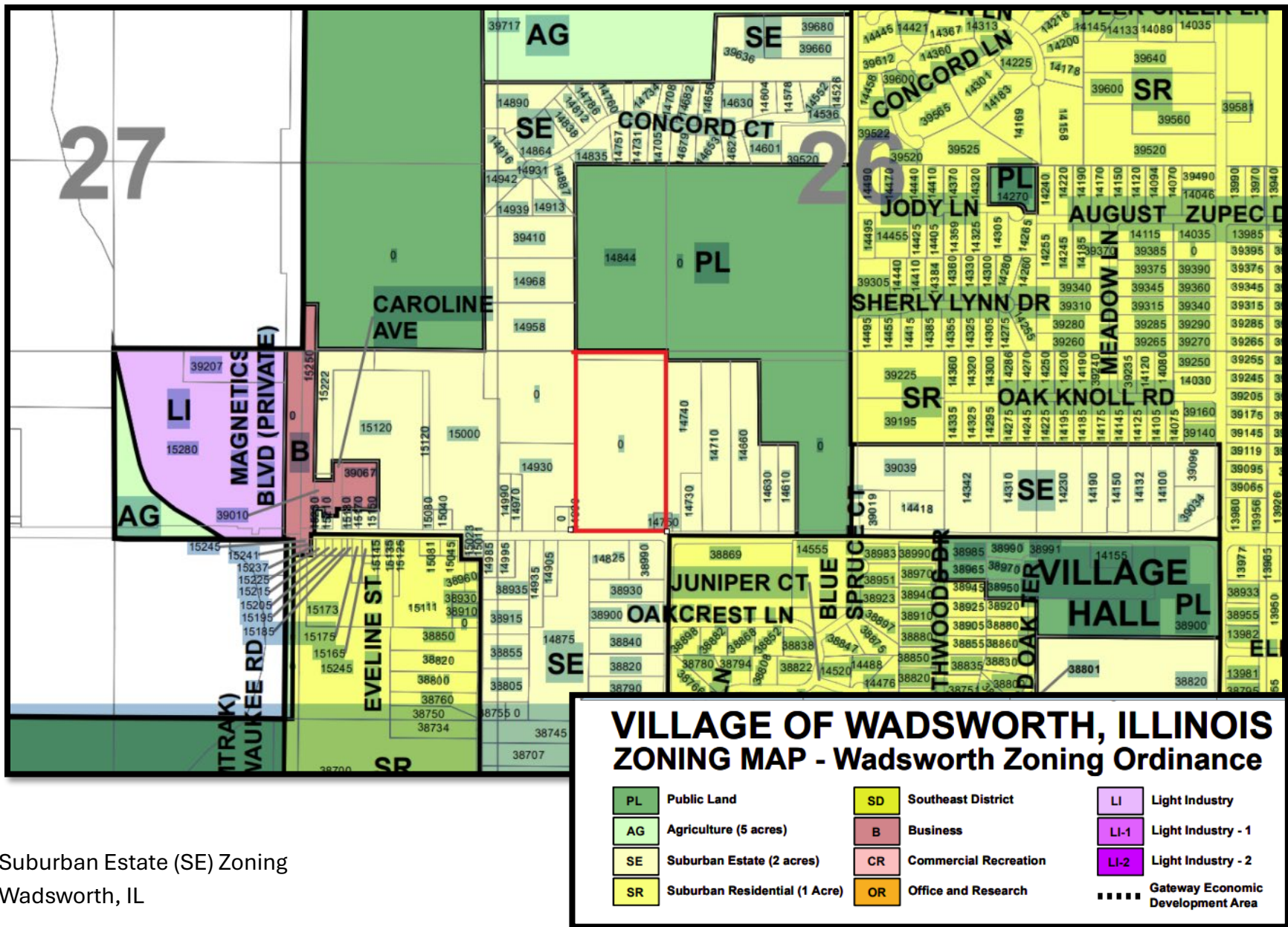


2025 Aerial Photo

Map Prepared 12 September 2025



Zoning Maps



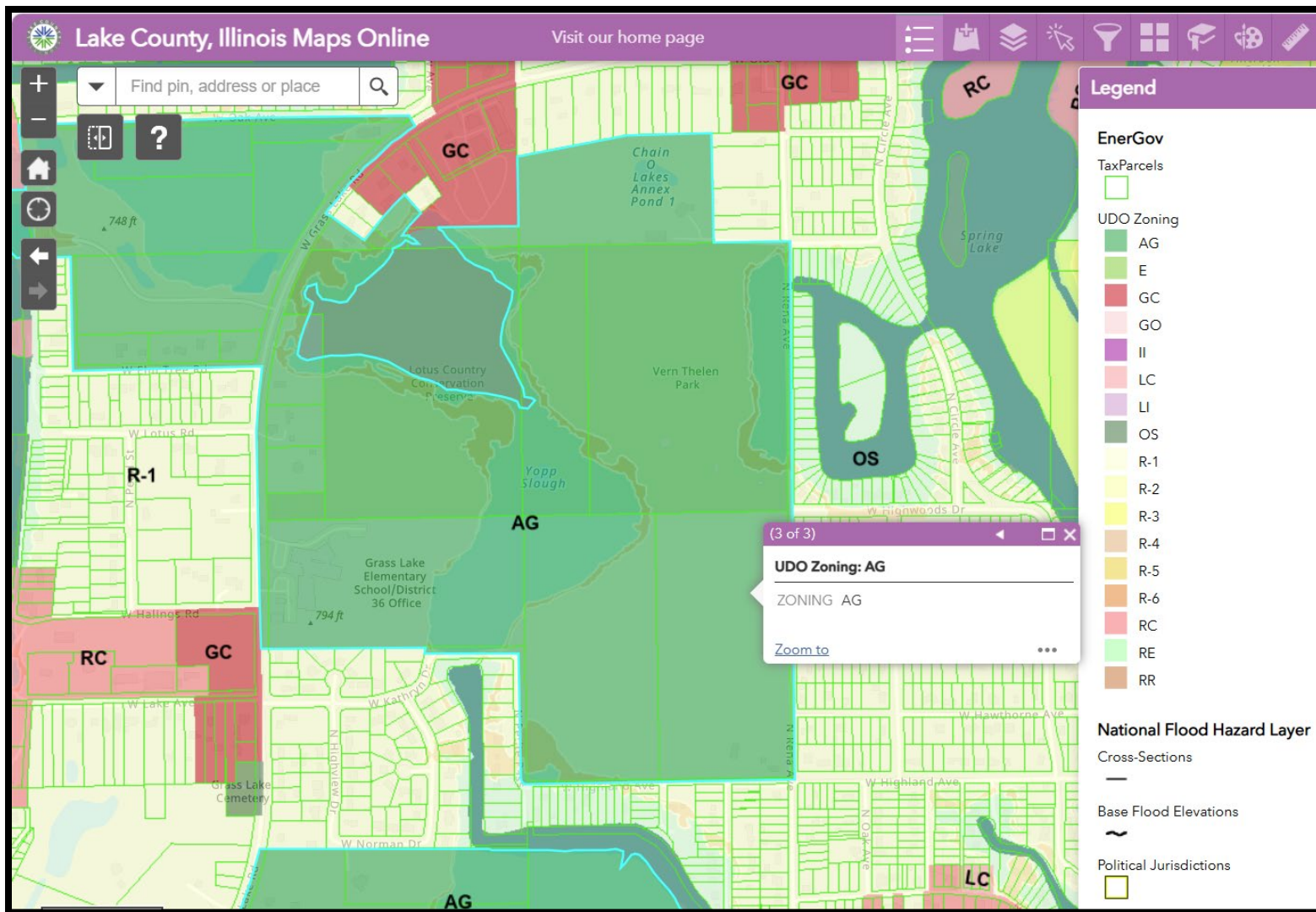
Suburban Estate (SE) Zoning
Wadsworth, IL

Brownlee Property



Lake County Wetland Index
Wadsworth, IL

Lotus Country



Agriculture (AG) Zoning
Unincorporated Antioch, IL

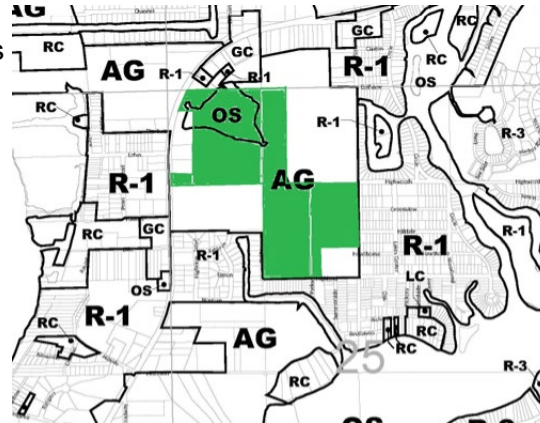
Zoning Description(s)

Zoning and Regulations for Lotus Country and Brownlee Properties

Lake County Forest Preserve District

Zoning, Open Space Requirements, and Uses

Lotus Country: The Lotus Country project area is zoned Agriculture. The portion that is zoned Open Space is not included within the project area. The wetlands and floodplains onsite have also been removed from the project area and satisfy the open space requirements.



« IL > Lake County > Lake County, IL Cod... > § 151.125 DENSITY AND DIMENSIONAL STANDARDS TABLES.

Table 151.125(3): Agricultural and Residential District Density and Dimensional Standards (Conservation Residential Development)

Zoning District	Maximum Density (Units per Acre) (§ 151.131(F))	Minimum Open Space Ratio (§ 151.131(G))	Cluster Bonus [1] (% over max. density)		
			Min. Open Space		
			50%	60%	70%
AG	0.20	0.40	5	10	15
RE	NA	N/A	NA	NA	NA
E	0.45	0.40	5	10	15
R1	0.80	0.30	5	10	15
R2	1.33	0.30	5	10	15
R3	2.00	0.30	5	10	15
R4	2.50	0.30	NA	NA	NA
R-4A	5.00	0.30	NA	NA	NA

IL > Lake County > Lake County, IL Cod... > § 151.098 OS, OPEN SPACE.

§ 151.098 OS, OPEN SPACE.

(A) Description.

(1) The OS, Open Space District is primarily intended to accommodate and protect those lands designated in the Framework Plan as fulfilling local and regional public open space needs in the county.

(2) As such, only those uses that are compatible with or otherwise support public recreational, resource conservation or other open space purposes are permitted within the district.

(3) The OS District is not intended to accommodate new development but rather to respond to the regional open space needs generated by a growing population, as well as to accommodate those uses that by their very nature are of an open space character, with very low development intensity.

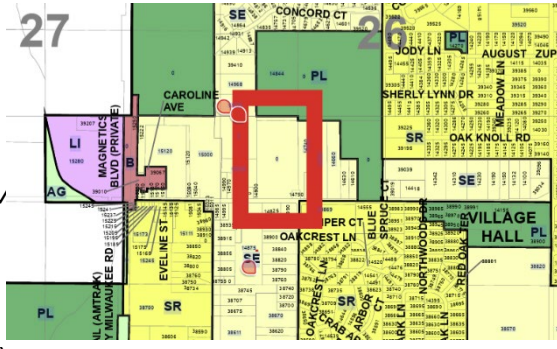
(4) The OS District is intended to implement the Regional Framework Plan's "Open Space" future land use designation.

(B) Uses. Uses are allowed in the OS District in accordance with the use table of § 151.111.

(C) Dimensional standards. All development in the OS District is subject to the density and dimensional standards of §§ 151.125 through 151.132.

(Ord., § 5.14, passed 10-13-2009)

Brownlee: In the Village of Wadsworth, development is allowed in the Suburban Estate (SE) zoning district (light yellow). The three open space standards are:



- For a single-family subdivision, there is no Minimum Open Space Ratio.
- For a Planned Unit Development (PUD), the Minimum Open Space Ratio is 0.2 (20%).
- For all other uses, there is no Minimum Open Space Ratio.
- Maximum Impervious Surfaces are 15%

IL > Wadsworth > Wadsworth, IL Cod... > 10-5-14: TABLE 3 THROUGH TABLE 11:

TABLE 7
SITE CAPACITY AND ENVIRONMENTAL PERFORMANCE STANDARDS

Zone	Use	Minimum Open Space Ratio	Maximum Density Factor	Maximum Gross Density	Maximum Impervious Surface Ratio	Maximum Floor Area Ratio
AG	Single-family subdivision	-	0.20	0.20	0.10	-
	Planned unit development	0.80	1.40	0.30	0.08	-
	All other uses	-	-	-	-	0.20
SE	Single-family subdivision	-	0.50	0.50	0.15	-
	Planned unit development	0.20	1.40	0.65	0.08	-
	All other uses	-	-	-	0.15	0.30

a. In forests containing a combination of young woodlands and mature woodlands, the total area that may be cleared shall be determined by the calculations in subsection D2 Resource Protection Land. The maximum area which may be cleared may be determined by calculating the weighted average open space ratio applicable to the forest as a whole; that is, forest multiplied by the area contained within that type of forest and divided by the entire area of forest on the site.

Where the forest stands are of a single category, the following standards apply: No more than thirty percent (30%) of any mature woodland may be cleared or developed. The remaining seventy percent (70%) shall be maintained as permanent open space. No more than sixty percent (60%) of any young woodland shall be cleared or developed. The remaining forty percent (40%) shall be maintained as permanent open space or may be included as part of an enlarged lot or lots in accordance with subsection F of this Section. A tree survey may be submitted but is not required in order to delineate woodland areas. In addition:

Where the forest stands are of a single category, the following standards apply: No more than thirty percent (30%) of any mature woodland may be cleared or developed. The remaining seventy percent (70%) shall be maintained as permanent open space.

A mature woodland is defined as: “An area or stand of trees whose total combined canopy covers an area of one acre or more at least fifty percent (50%) of which is composed of canopies of trees having a diameter at breast height (dbh) of at least ten inches (10”), or any grove consisting of eight (8) or more individual trees having a dbh of at least twelve inches (12”) whose combined canopies cover at least fifty percent (50%) of the area encompassed by the grove; provided, however, that no trees grown for commercial purposes shall be considered a mature woodland.”

Table 151.125(1): Agricultural and Residential District Density and Dimensional Standards, Conventional Residential Development

Zoning District	Maximum Density (Units per Acre) (§ 151.131 (F))	Min. Lot Size		Minimum Setbacks ^{[3][4]} (Ft.) (§ 151.131(C))			Max. ISR (§ 151.131 (D))
		Area (Sq. Ft.) (§ 151.131 (A))	Width (Ft.) (§ 151.131 (B))	Street	Side (Min/ Total)	Rear	
AG	0.20	200,000	300	30	30/60	50	0.10 ^[2]

[2] ISR shall be calculated by dividing the total area of all impervious surfaces on the site by the site's base site area.

Maximum Impervious Surfaces for Lotus Country are 10%

Development and Use Regulations

Lotus Country: Development is allowed in Agriculture zoning:

USE REGULATIONS

§ 151.110 USE PERMIT.

A use permit shall be required prior to the establishment or change of any use. A use permit may also be obtained to identify a use. (Ord., § 6.1, passed 10-13-2009; Ord. 19-1378, passed 9-10-2019)

§ 151.111 USE TABLE.

(A) The Use Table lists the uses allowed within zoning districts.

COMMENTARY:

The Use Table is organized into five major use groups:

- . Residential
- . Public, Civic, and Institutional
- . Retail, Service, and Commercial
- . Industrial
- . Other Uses

Each major use group is further divided into a series of use categories. The use category system is based on common functional, product, or compatibility characteristics, thereby regulating uses in accordance with criteria directly relevant to the public interest. Ordinance users interested in reviewing a more detailed listing of specific use types should review Appendix F. Appendix F will help users identify how specific use types are categorized under the new use category system of this chapter. Section 151.270 provides a further description of use categories.

(B) The Zoning Use Table set forth on the following pages lists the uses allowed within zoning districts.

(1) *Permitted uses.*

- (a) A "P" indicates that a use is allowed by right in the respective zoning district.
- (b) Permitted uses are subject to all other applicable regulations of this chapter.

(2) *Conditional uses.*

- (a) A "C" indicates that a use is allowed only if reviewed and approved as a conditional use, in accordance with the conditional use review procedures of § 151.050.
- (b) Conditional uses are subject to all other applicable regulations of this chapter.

(3) *Uses not allowed.* A blank cell (one without a "P" or "C") indicates that a use type is not allowed in the respective zoning district.

(4) *Use standards.*

- (a) The final "standards" column of the following table contains references to use standards that apply to the listed use type.
- (b) The use standards are presented in alphabetical order in §151.112.

(5) *Accessory and temporary uses.* The regulations that apply to accessory and temporary uses are contained in §§ 151.113 and 151.114.

(6) *Use categories.*

- (a) All of the use categories listed in the following table are described in §151.270.
- (b) The second column of the use table lists some of the specific use types included within respective use categories.
- (c) Appendix F provides a detailed listing of specific use types and their assignment to use categories.

Zoning Use Table

Use Category (See § 151.270 for Description)	Use Types	Residential											Nonresidential								Use Standard	CUP Decision		
		AG	RE	E	R1	R2	R3	R4	R4a	R5	R6	RR	GO	LC	RC	GC	LI	II	OS					
Attached dwelling (attached to nonresidential use)													P	P	P	P							§ 151.112(I)	
Atrium house ¹							P	P	P	P														
Cabin or cottage											P				P								§ 151.112(J)	
Caretaker's dwelling unit (accessory use)		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	§ 151.113(D)	



School, private (see § 151.270(D)(10))		C	C	C	C	C	C	C	C	C	C	C	C	P	P	P	P	P			ZBA			
Utility, major (see § 151.270(D)(11))	Electrical generation plants (all, public or private)																		§ 151.112(V) § 151.112(AAA)		Co Bd			
	Major utilities not otherwise classified	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	§ 151.112(AAA)		Co Bd			
Wind energy facilities	Accessory building-mounted	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	§ 151.113(P)					
	Accessory tower-mounted	C ³	C ³	C ³	C ³	C ³	C ³	C ³	C ³	C ³	C ³	C ³	C ³	P	P	P	P	P	§ 151.113(P)		ZBA			
	Commercial	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	§ 151.112(DDD)		Co Bd			
Adult-Use Cannabis Facilities	Adult-use Cannabis Dispensary																	C	C	C	§ 151.112(A)	ZBA		
	Adult-use Cannabis Craft Grower																	C	P	P	§ 151.112(A)	ZBA		
	Adult-use Cannabis Processing Center																	C	P	P	§ 151.112(A)	ZBA		
	Adult-use Cannabis Infuser																	C	P	P	§ 151.112(A)	ZBA		
	Adult-use Cannabis Cultivation Center																		C	C	§ 151.112(A)	ZBA		
	Adult-use Cannabis Transporter																		C	P	P	§ 151.112(A)	ZBA	
Entertainment event, major (see § 151.270(E)(1))																		C			§ 151.112(S)	Co Bd		
Industrial sales and service (see § 151.270(F)(1))	Bus parking																		C	P	P	§ 151.112(CC)	ZBA	
	Commercial service-oriented industrial sales and service not otherwise classified																		C	P	P	§ 151.112(CC)	ZBA	
	Contractor's equipment sales or storage (indoor)																		P	P	P	§ 151.112(CC)	ZBA	
	Contractor's equipment sales or storage (outdoor)																		C	P	P	§ 151.112(CC)	ZBA	
	Feed and grain sales	P																	P	P	P	§ 151.112(CC)		
	General industrial sales and service not otherwise classified																			P	P	§ 151.112(CC)		
	Junk yard																				P	§ 151.112(CC) § 151.112(DD)		
	Landscape contractor's storage yard	C																	C	P	P	§ 151.112(FF) § 151.112(CC)	ZBA	
	Petroleum or chemical refining/production																			C	C	§ 151.112(QQ)	Co Bd	
	Truck/trailer parking																			C	P	P	§ 151.112(CC)	ZBA
Office (see § 151.270(S)(2))	Offices for non-retail nurseries	C	C	C										P	P	P	P	P	P	C	§ 151.112(PP)	ZBA		
	Offices not otherwise classified													P	P	P	P	P						
Parking, commercial (see § 151.270(E)(3))																			P	P	P	§ 151.112(O)		
	Amusement park																		C	C		P	§ 151.112(F)	Co Bd
	Camps	C												C	C					P		P	§ 151.112(K)	Co Bd



Recreation and entertainment, outdoor (see § 151.270(E)(4))	Golf driving range																	P	P	P	P		§ 151.112(Y)			
	Marina																		P							
	Model airplane club	C																	C				C	§ 151.112(OO)	Co Bd	
	Entertainment-oriented Animal Exhibition Facility																		C					§ 151.112(U)	Co Bd	
	Racetrack, motor vehicle/ motocross/BMX/ go-cart																		C					§ 151.112(RR)	Co Bd	
	Shooting range (outdoor)	C																	C				C	§ 151.112(YY)	Co Bd	
	Outdoor recreation and entertainment not otherwise classified	C																	P	P	P	P	C		Co Bd	
Retail sales and service (see § 151.270(E)(5))	Adult entertainment establishment																			P	P	P		§ 151.112(B)		
	Antique sales									C	P	P	P	P	P										ZBA	
	Art gallery									C	P	P	P	P	P										ZBA	
	Bicycle shop									C	P	P	P	P	P										ZBA	
	Boat sales/rental/storage/ service																		P	C	P	P			ZBA	
	Casino/commercial watercraft																		C				C	§ 151.112(M)	Co Bd	
	Consumer vehicle sales/rental (e.g., cars, pickup trucks, SUVs, motorcycles) (outdoor)																				C	P	P		§ 151.112(O)	ZBA
	Consumer vehicle sales/rental (e.g., cars, pickup trucks, SUVs, motorcycles) (indoor)																				P	P	P			
	Crematorium																				P	P	P		§ 151.112(P)	
	Drive-in theater																		C					§ 151.112(S)	Co Bd	
	Furniture repair, cleaning or refinishing																					P	P			
	Garden center																					P	P	P		
	Gift shop										C	P	P	P	P	P									ZBA	
	Greenhouse/nursery, retail	C																				P	P	P	§ 151.112(Z)	ZBA
	Health club										C	P	P	P	P	P									ZBA	
	Hotels and motels										P	C	P	P	P	P									ZBA	
	Ice cream shop										P	P	P	P	P	P										
	Kennels, animal shelter/obedience school (without outdoor runs)	P																				P	P	P	§ 151.112(EE)	
	Kennels, animal shelter/obedience school (with outdoor runs)	C																				C	C	C	§ 151.112(EE)	ZBA
	Lumber and building material sales																					P	P	P		
	Medical cannabis dispensary																						P	P	P	§ 151.112(LL)
	Office equipment and supplies										P	P	C	P	P	P								ZBA		
	Photocopy, blueprint services										P	P	C	P	P	P								ZBA		



Agriculture (see § 151.270(G)(1))	Agricultural supplier's storage and service center	C																		C	P	P		§ 151.112(C)	Co Bd	
	Apiary (on lots 200,000 sq. ft. or more)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	§ 151.112(D)		
	Apiary (accessory use on lots less than 200,000 sq. ft.)	P	P	P	P	P	P	P															P	§ 151.112(D)		
	Crop raising (sites of less than 200,000 sq. ft.)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			
	Forestry	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	§ 151.112(W)	Co Bd	
	Local food garden	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	§ 151.112(JI)		
	Stable, private (accessory use)	P	P	P	P																			§ 151.113(G)		
	Stable (sites of 200,000 sq. ft. or more)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			
	Agricultural education ^{6,7} (accessory use to a principal agricultural use on sites of 200,000 sq. ft.)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P				
	Agriculture uses not otherwise classified (on sites of 200,000 sq. ft. or more)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P				
Aviation and surface transportation facility (see § 151.270(G)(2))	Airport	C																						§ 151.112(E)	Co Bd	
	Bus terminal																				C	P	P		Co Bd	
	Heliport	C																						§ 151.112(E)	ZBA	
Floodplain/ wetland development fill		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	§ 151.148(A) § 151.148(B)			
Mining (see § 151.270(G)(3))	Mining and resource extraction	C																					C	C	§ 151.112(MM)	Co Bd
Telecommunication facilities (see § 151.270(G)(4))		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	§ 151.112(ZZ)			
Wildlife rehabilitation	Principal use	C	C	C	C	C	C																	§ 151.112(CCC)	ZBA	
	Accessory residential use	C	C	C	C																			§ 151.113(O)	ZBA	
Solar energy systems	Solar energy system, commercial	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	§ 151.112(XX)	ZBA		
	Solar energy system, accessory large-scale ⁸	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	P	C			§ 151.113(U)	ZBA		
	Solar energy system, accessory medium-scale ⁸	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	P	C				§ 151.113(U)	ZBA		
	Solar energy system, accessory small-scale ^{8, 9}	C ⁹	C ⁹	C ⁹	C ⁹	C ⁹	C ⁹	C ⁹	C ⁹	C ⁹	C ⁹	C ⁹	C ⁹	P	P	P	P	P	P	P	P	P	§ 151.113(U)	ZBA		
¹ Such dwelling types shall be permitted only within conservation residential development.																										
² Such dwelling types shall be permitted only within conservation residential development in the R-4 Zoning District, and within conservation and conventional residential development in the R-5 and R-6 Zoning Districts.																										
³ However, tower-mounted wind energy facilities on residentially used or zoned parcels shall be permitted by right up to the height of: a) 45 feet on parcels less than 40,000 square feet, b) 75 feet on parcels 40,000 to 200,000 square feet, and c) 100 feet on parcels greater than 200,000 square feet.																										
⁴ Such uses shall be allowed by right as accessory uses.																										
⁵ A conditional use permit shall be required for outside storage of material or equipment in excess of 10% of the site.																										
⁶ Agricultural education (accessory use to a principal agricultural use on sites of 200,000 sq. ft.)																										

Brownlee Lot Sizes

IL > Wadsworth > Wadsworth, IL Cod... > 10-4-4: EXHIBIT A, TABLE 1 THROUGH TABLE 2-A:

	Dwelling, caretaker		X	
	Dwelling, single-family		X	
	Fabric store		X	
	Farm supply store		X	
	Fire station		X	

(Ord. 91-341, 4-2-1991; amd. Ord. 94-406, 9-4-1994; Ord. 2013-898, 6-18-2013)

TABLE 2. LOT SIZE, YARD AND BULK REGULATIONS

Zone	Use	Lot Size		Yard						Lot Coverage	Max Imperivous Surface
		Area	Width	Front	Rear	Total Side	Minimum Side	Abutting A Street	Abutting A Residential Zone		
		Sq. Ft.	Ft.	Ft.	Ft.	Ft.	Ft.	Ft.	Ft.	%	
1	2	3	4	5	6	7	8	9	10	11	12
SE	Any conditional use or agricultural use with farm animals	200,000	250	60	30	80	40	60	100	10	15
	Any other use	80,000	160	60	30	40	20	60	---	15	15

Flood Plain Regulations

Brownlee: Development is not permitted in floodplains or wetlands. A permit is needed to develop in a special flood hazard area (SFHA).

2. Resource Protection Land (All Land Uses): All land area consisting of the natural resources or natural features listed below shall be measured. The total acreage of each resource shall be multiplied by its respective open space ratio to determine the amount of resource protection land or area required to be kept in open space in order to protect the resource or feature. In those areas of a site which consists of two (2) or more natural resources or features, only that resource or feature which is subject to the highest open space ratio shall be calculated. This sum total of all resource protection land on the site equals the total resource protection land.

RESOURCE OR FEATURE	OPEN SPACE RATIO	ACRES OF LAND IN RESOURCE	RESOURCE PROTECTION LAND
Flood plain	1.00 ¹	x	=
Wetlands	1.00 ¹	x	=
Steep slopes: 15% to 30% slope	.50 ²	x	=
30% and above	.60 ³	x	=
Mature woodlands	.70 ⁴	x	=
Young woodlands	.40	x	=
Lakes and ponds	1.00	x	=
Drainageways	1.00	x	=
Improved drainageways	.50 ⁵	x	=
Total land in resource		=	
Total resource protections lands			=

9-1-10. DEVELOPMENT PERMIT.

No person not exempted by State law shall commence any development in the special flood hazard area as identified in Section 9-1-3 of this Chapter, without first obtaining a development permit from the Zoning Administrator. A development permit shall be required in addition to any other permit required by other provisions of this Code. No permit shall be issued by the Zoning Administrator unless the requirements of this Title are met.

A. Application: Applications for a development permit shall be made on the form provided by the Village. The application shall be accompanied by drawings of the site, drawn to scale, showing property line dimensions, and in those parts of the site that are below base flood elevation shall show:

1. Existing grade elevations and all changes in grade resulting from excavation or filling;
2. The direction of flow of surface drainage and flood flow;
3. The location of all watercourses and drainage facilities;
4. The location and dimensions of all buildings and additions to buildings;
5. The elevation of the lowest floor (including basement) of all buildings subject to the requirements of this Title; and
6. The location of any material storage facility.

B. Topographic Information: All topographic information shall be prepared with a maximum contour interval of one foot (1') and is preferred on a one to fifty (1:50) scale. This survey of topographic information shall be prepared under supervision of and certified by a State licensed engineer or surveyor.

C. Additional Permits Required: The applicant for a development permit shall be informed by the Zoning Administrator of any and all other local, State and Federal permits that may be required before the applicant can obtain a development permit.

D. Exception: If, upon examination of an application for a development permit, it is determined by the Zoning Administrator that the elevation of the site is higher than the flood protection elevation, the development site is not subject to the provisions of this Title, except as noted in the definition of the Flood Plain, Regulatory. However, the bottom of any opening in the outer wall, such as door sills, top of foundation, window well or any other openings in the outer walls of a building or structure shall be at an elevation of not less than the flood protection elevation unless such opening is surrounded by a watertight area way, the top of which is at an elevation not less than flood protection elevation. Requirements for flood insurance will still apply unless the owner makes an appeal, as provided for in the Nation Flood Insurance Program.

E. Official Elevations: Official elevations are the system of official bench marks and elevations already established in the area by the U.S. Cost and Geodetic Survey (first order level network) or the U.S. Geological Survey shall hereafter be taken by engineers, surveyors, architects and contractors when making topographical surveys and maps and when setting grades and elevations of buildings, pavements, drainage facilities and other structures or works publicly constructed or regulated by the Village.

F. Additional Information: Such other information as may be required by the Zoning Administrator to ensure compliance with the provisions of this Title relating to flood plain regulations. (Ord. 257, 7-11-1988)

Lotus Country: According Lake County’s Watershed Ordinance requirements, permits are required when a project is located in a floodplain or flood-prone area, may impact a wetland, will hydrologically disturb more than 5,000 square feet, or will modify the site drainage. In addition, a permit is required for projects involving grading and/or filling, any development in floodplains and wetlands, and projects that may result in soil erosion or drainage concerns.

Article 3: General Provisions

§300 Regulated Development

The performance standards, application requirements, and other provisions of this Ordinance apply to regulated development, as determined by the Enforcement Officer.

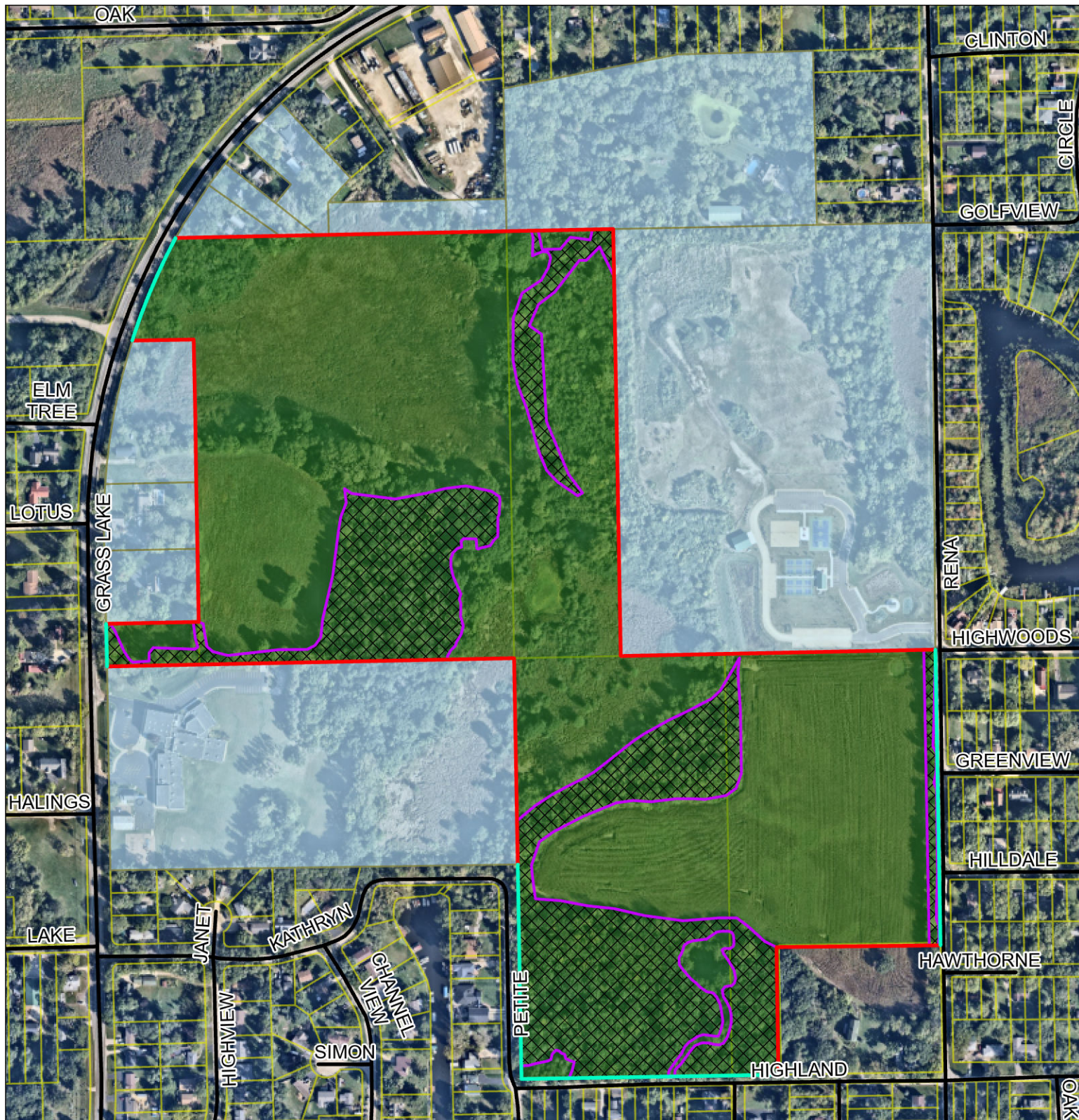
No person, firm, corporation, or governmental agency shall commence any development regulated by this Ordinance on any lot or parcel of land without first obtaining a Watershed Development Permit from the Stormwater Management Commission or, if applicable, the Certified Community. A permit shall be issued if the proposed development meets the requirements of this Ordinance or its Certified Community equivalent. A Watershed Development Permit is required for any development, including finalization of a plat, replat, Planned Unit Development (PUD), or Manufactured Home Park site plan, that:

- 300.01 Is located in a Regulatory Floodplain; or
- 300.02 Is located in a flood-prone area with one hundred (100) acres of tributary drainage area or more; or


Threat of Loss Demonstration

LAKE COUNTY FOREST PRESERVES - CARBON PRESERVATION PROJECT

THREAT OF LOSS PERIMETER MAP - LOTUS COUNTRY PARCELS




Disclaimer: Property boundaries and other data provided is for general information only and not for commercial purposes. The District provides this data for the user's exclusive use only. Any re-use, transmission, duplication, or distribution without the permission of the District is prohibited. Map sources include: Lake County GIS Division | Basemap: 2024 Aerial



Lake County Forest Preserves

Map Created on 11/6/2025

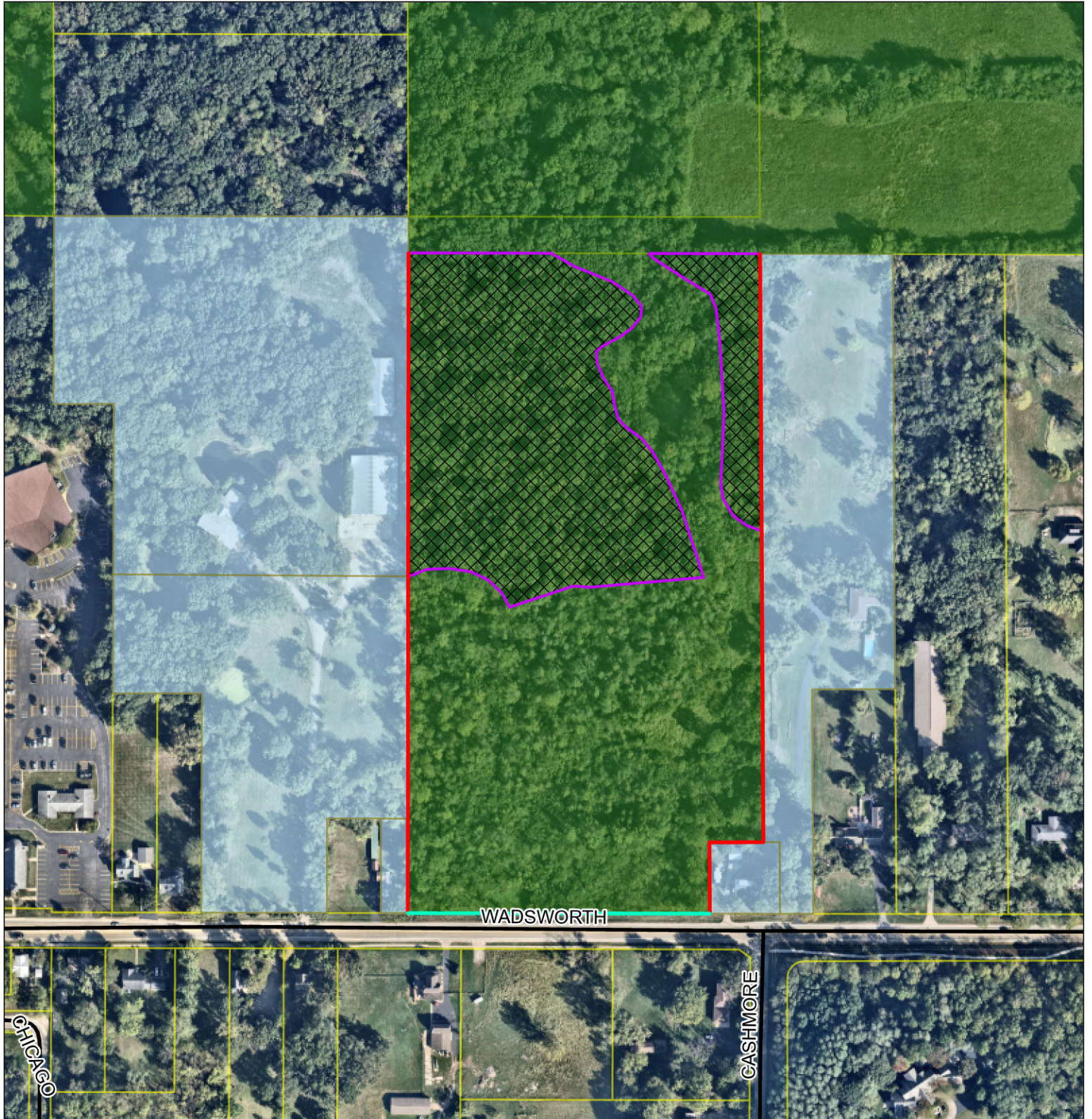
0 220 440
Feet



LEGEND

- Adjacent Developed Parcel
- Adjacent Road
- Forest Preserve Boundary
- Developed Parcels
- County Tax Parcels

LAKE COUNTY FOREST PRESERVES - CARBON PRESERVATION PROJECT THREAT OF LOSS PERIMETER MAP - BROWNLEE PARCEL



Disclaimer: Property Boundaries and other data provided is for general information only and not for commercial purposes. The District provides this data for the user's exclusive use only. Any re-use, transmission, duplication, or distribution without the permission of the District is prohibited. Map sources include: Lake County GIS Division | Basemap: 2024 Aerial









**Lake County
Forest Preserves**

Map Created on 11/24/2025

0 130 260
Feet

N



- L
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D**
-  Adjacent Developed Parcel
 -  Adjacent Road
 -  Project Areas
 -  Forest Preserve Boundary
 -  Developed Parcels
 -  Parcel Lines

Real Estate Purchase and Sale Agreement

This Real Estate Purchase and Sale Agreement (“Agreement”) is made and entered into as of February 21, 2023 (the “Effective Date”) by and between **Lake County Forest Preserve District** (“Purchaser”), a body politic and corporate organized and existing under the Illinois Downstate Forest Preserve District Act, 70 ILCS 805/0.001 et seq. (the “Act”), and **Alice K. Brownlee and Warren J. Brownlee, as joint tenants** (“Seller”). In consideration of the recitals and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

Section 1. Recitals.

A. Seller currently owns fee simple title to that certain real property consisting of approximately 18.62 acres located along Wadsworth Road in Wadsworth, Illinois, which is generally depicted and legally described on Exhibit A attached hereto (the “Parcel”).

B. Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, (i) the Parcel, (ii) the improvements thereon (if any), (iii) all easements, tenements, riparian rights, hereditaments, privileges and appurtenances that run with or are appurtenant to the Parcel, whether or not of record, (iv) the use of all appurtenant and assignable rights-of-way, if any, abutting, adjacent, contiguous or adjoining the Parcel, and (v) all licenses, permits and franchises issued by any government authority relating to the development, use, or operation of the Parcel, running to or in favor of Seller (collectively, the “Premises”), subject to this Agreement.

C. Purchaser has applied for a grant of funds in an amount not less than \$238,336.00 from the Illinois Clean Energy Community Foundation (the “Grant”).

Section 2. Purchase and Sale; Purchase Price.

Seller agrees to sell the Premises to Purchaser, and Purchaser agrees to purchase the Premises from Seller, subject to the terms of this Agreement. The purchase price for the Premises (the “Purchase Price”) shall be \$16,000.00 multiplied by the acreage of the Parcel net of any portion of the Parcel dedicated for public road, highway, or street purposes, as such acreage is determined by the Survey (defined herein). Purchaser shall pay the Purchase Price, plus or minus prorations and adjustments as provided in this Agreement, at Closing through the Closing Escrow (defined in Section 9.B below) by wire transfer or a cashier’s or certified check to Chicago Title Insurance Company, 175 E. Hawthorn Parkway, Suite 225, Vernon Hills, IL 60061, Tel: (847) 367-5820, Fax: (847) 918-9729 (the “Title Company”), as escrowee (“Escrowee”), in accordance with wire instructions provided by the Title Company.

Section 3. Parties’ Preliminary Obligations and Rights.

A. **Seller’s Deliveries.** Within five (5) days after the Effective Date Seller shall deliver to Purchaser and Purchaser’s attorney copies of all of the following pertaining to the Premises in its possession or control: (i) any and all unrecorded leases, tenancies, licenses, easements, and occupancy rights, all amendments thereto, and all correspondence and notices related thereto; (ii)

existing survey(s) of the Premises; (iii) any environmental reports, including Phase I and Phase II reports; (iv) any and all notices and correspondence regarding compliance with laws, including environmental and zoning laws; and (vi) all contracts and services agreements binding on the Premises and any unrecorded easements, licenses, or other rights to occupy or use the Premises (collectively "Seller's Deliveries"). Seller shall deliver a cover letter with Seller's Deliveries certifying that true, complete and correct copies of all of Seller's Deliveries have been delivered to Purchaser and its attorney.

B. Title Commitment. Purchaser, at Seller's cost, has obtained a commitment, and will obtain an update from the Title Company ("Title Commitment") to issue to Purchaser at Closing an ALTA Owner's Title Insurance Policy (2016 version) (i) in the amount of the Purchase Price, (ii) with an extended coverage endorsement over all standard exceptions, (iii) with such other endorsements as Purchaser deems appropriate, (iv) insuring good, marketable, and insurable title to the Premises, and (v) with coverage over any "gap" period, all subject only to the Permitted Exceptions (defined in Section 4.B.4) (the "Title Policy").

C. Survey. Purchaser, at Purchaser's cost, shall obtain an ALTA/NSPS 2016 standard survey of the Premises (the "Survey"), that (i) is prepared by Peklay Surveying Co., Ltd. (the "Surveyor") or another surveyor selected by Purchaser, (ii) is certified in favor of Seller, Purchaser and the Title Company, (iii) complies with all requirements of the Title Company that are conditions to the removal of the survey exception from the standard printed exceptions in the Title Commitment, (iv) is sufficient for the issuance of the Title Policy, (v) contains a certification as to the total acreage and square footage of the Premises, (vi) includes the Table A Items 1, 2, 3, 4, 7(a), 7(b)(1), 7(c), 8, 11, 16, 20 and 21(a), (vii) graphically depicts in relation to the Premises any offsite easements or servitudes benefitting the Premises and disclosed in the Title Commitment provided to the Surveyor, and (viii) is provided to Purchaser in NAD 83 State Plane Coordinates. If the legal description on the Survey differs from the legal description set forth on Exhibit A attached hereto, Seller and Purchaser shall work in good faith to finalize the legal description that will be included on Seller's Deed (as defined herein) so that it accurately depicts the Premises. Purchaser may enter the Parcel to facilitate the Survey. Purchaser shall provide a copy of the Survey to Seller.

D. Environmental Assessments. During the Due Diligence Period (as defined herein), Purchaser and its environmental contractor may enter onto the Premises to perform the Phase I Environmental Site Assessment, and any other (i) environmental assessments, reviews, or audits, (ii) tests or borings of the soil on the Parcel, (iii) asbestos testing of any vacant improvements located on the Parcel, and (iv) other investigations or analyses concerning the environmental and physical condition of the Parcel (collectively, "Environmental Assessments"). Purchaser shall provide a copy of any completed Environmental Assessment to Seller.

Section 4. Due Diligence Period.

A. Period and License. During the period which begins on the date on which Seller executes this Agreement and ends on the ninetieth (90th) day after the Effective Date (the "Due Diligence Period"), Purchaser may conduct such investigations, inspections, reviews, and analyses of or with respect to the Premises as Purchaser desires, in its sole discretion (the "Due Diligence Activities") including, without limitation, reviews of Seller's Deliveries, the Title Commitment, the

Survey, and the Environmental Assessments. By its execution of this Agreement Seller grants to Purchaser a license (irrevocable during the Due Diligence Period), for the use of Purchaser and its agents and contractors, to conduct Due Diligence Activities on the Parcel at any time upon 1 day's prior notice to Seller.

Purchaser shall have the option to extend the Due Diligence Period for an additional ninety (90) days upon written notice to Seller.

B. Review of Title Commitment and Survey.

1. Identification of Unpermitted Exceptions and Commitment to Cure.

Upon the later to occur of (i) five (5) days after the Effective Date and (ii) five (5) business days following Purchaser's receipt of the Title Commitment and the Survey, Purchaser shall send written notice ("Title Objection Notice") identifying any matter identified in the Title Commitment or Survey that Purchaser determines, in its sole discretion, will adversely affect Purchaser's intended use of the Premises (each, an "Unpermitted Exception", and, collectively, the "Unpermitted Exceptions"). Within five (5) days after receipt of a Title Objection Notice, Seller shall send Purchaser, with respect to each Unpermitted Exception, a written notice (the "Title Objection Notice Response") stating that Seller either: (i) commits, at Seller's cost, to (a) cure or remove the Unpermitted Exception or (b) cause the Title Company to insure over the Unpermitted Exceptions in a manner satisfactory to Purchaser (a "Commitment to Clear Exceptions") or (ii) will not cure, remove, or cause the Title Company to commit to insure over the Unpermitted Exception. Notwithstanding the process identified in this Section 4.B.1, the following are Unpermitted Exceptions, whether or not identified by Purchaser, that Seller must cure, and not merely insure over, prior to or at Closing and that Seller will be deemed to commit to cure in the Commitment to Clear Exceptions, whether or not Seller identifies them therein: (i) each mechanics', materialmen's, repairmen's, contractors' or other similar lien that encumbers the Premises, unless the lien arises from the acts of Purchaser, (ii) all mortgages, security deeds, and other security instruments that encumber against the Premises, (iii) all past due Real Estate Taxes (defined in Section 9.F) applicable to the Premises, (iv) all judgments against Seller which may constitute a lien against the Premises and (v) all encroachments onto the Premises as shown on the Survey.

2. Purchaser's Option to Close or Terminate. If, in its Title Objection Notice Response, Seller does not make a Commitment to Clear Exceptions with respect to all Unpermitted Exceptions, then Purchaser, within five (5) days after receiving such Title Objection Notice Response, shall send Seller a written notice (a "Closing/Termination Notice") electing to either: (i) proceed with the Closing, in which case Purchaser shall be deemed to have accepted the uncleared or uninsured Unpermitted Exceptions and shall accept Seller's Deed at Closing subject to the uncleared or uninsured Unpermitted Exceptions or (ii) terminate this Agreement. If Purchaser fails to give a Closing/Termination Notice as provided above, Purchaser shall be deemed to have elected to proceed with the Closing and accept the uncleared or uninsured Unpermitted Exceptions, as set forth in this Section 4.B.2.

3. Seller's Compliance with Commitment to Clear Exception. If Seller makes a Commitment to Clear Exceptions with respect to some or all Unpermitted Exceptions,

then, at least five (5) days prior to Closing, Seller shall deliver to Purchaser an updated Title Commitment, showing that all Unpermitted Exceptions that Seller committed to clear in the Commitment to Clear Exceptions have been cleared. If it fails to do so, then Purchaser, at any time, may either (i) proceed with the Closing and deduct from the Purchase Price the amount reasonably necessary to clear the Unpermitted Exception that Seller committed to, but failed to, clear, in which case Purchaser shall be deemed to have accepted the uncleared or uninsured Unpermitted Exception and shall accept Seller's Deed at Closing subject to the uncleared or uninsured Unpermitted Exception or (ii) terminate this Agreement.

4. Permitted Exceptions. Any matter of record shown in the Title Commitment that is (i) not objected to by Purchaser in a Title Objection Notice or (ii) is an uncleared or uninsured Unpermitted Exception that is deemed accepted by Purchaser pursuant to Section 4.B.2 or Section 4.B.3, is a "Permitted Exception."

5. Effect of Termination. In the event of a termination pursuant to Section 4.B.2 or Section 4.B.3, neither party shall have any claim or obligation under this Agreement, unless an Unpermitted Exception was caused by a willful or wrongful act or omission of Seller, in which case Purchaser may pursue any and all remedies available at law or in equity.

C. Review of Environmental Assessments. If Purchaser determines, in its sole discretion, through its review of an Environmental Assessment, that there exists within the Premises a condition that (i) may require environmental clean-up, remediation, or (in the case of underground and above ground storage tanks (collectively, "Storage Tanks")) removal, and (ii) may adversely affect Purchaser's intended use of the Premises, then, no later than the expiration of the Due Diligence Period, Purchaser may send Seller either (i) a written notice terminating this Agreement, in which event neither party shall have any further liability to the other or (ii) a written notice describing the clean-up work, remediation work, or removal of any Storage Tanks (collectively, the "Environmental Work") in reasonable detail and requesting that Seller either (a) perform or cause to be performed the described Environmental Work before Closing or (b) provide Purchaser with a credit at Closing for the costs and expenses of the Environmental Work (a "Remediation Notice"). Within five (5) days after receiving a Remediation Notice, Seller shall provide Purchaser with a written notice stating whether Seller (i) will comply with Purchaser's request to perform the Environmental Work before Closing or provide a credit at Closing or (ii) declines to perform the Environmental Work before Closing or provide the requested credit. If Seller does not timely provide a Remediation Notice Response, it will be deemed to have declined to either perform the Environmental Work or provide a credit.

D. Purchaser's Right to Terminate. Not later than the last day of the Due Diligence Period (the "Approval Deadline"), Purchaser may deliver to Seller a written notice stating that, based on the results of the Due Diligence Activities, the Premises are not suitable for Purchaser's intended uses, as determined by Purchaser in its sole and absolute discretion and that Purchaser has elected to terminate this Agreement ("Termination Notice"). In the event of a termination pursuant to this Section 4.D, neither party shall have any claim or obligation under this Agreement.

E. Restoration. If a Due Diligence Activity damages the Parcel, and the transaction contemplated in this Agreement does not close, then Purchaser shall restore the Parcel to a condition

that is substantially the same as its condition prior to the performance of such Due Diligence Activity.

Section 5. Seller's Representations and Warranties.

A. General Representations and Warranties. Seller, and the person executing this Agreement on Seller's behalf, represent and warrant to Purchaser that as of the date hereof and as of the date of Closing:

- (i) Seller has not entered into any agreements or granted any options pursuant to which any third party has the right to acquire all or any portion of the Premises or any interest therein;
- (ii) there are not now and will not be at Closing, any leases, tenancies, licenses, concessions, franchises, options or rights of occupancy or purchase, service or maintenance contracts or other contracts which will be binding upon Purchaser or the Premises after the Closing;
- (iii) the Premises are not affected by or subject to: (a) any pending or, to the best of Seller's knowledge, threatened condemnation suits or similar proceedings, (b) other pending or, to the best of Seller's knowledge, threatened claims, charges, complaints, petitions or unsatisfied orders by or before any administrative agency or court, or (c) any pending or, to the best of Seller's knowledge, threatened claims, suits, actions, complaints, petitions or unsatisfied orders by or in favor of any party whatsoever;
- (iv) to the best of Seller's knowledge, there are no threatened requests, applications or proceedings to alter or restrict the zoning or other use restrictions applicable to the Premises;
- (v) to the best of Seller's knowledge, there are no unrecorded easements, liens or encumbrances affecting the Premises;
- (vi) Seller has received no written notice of, and to the best of Seller's knowledge, there is not any violation of any law, ordinance, order, regulation or requirement, including, but not limited to, building, zoning, environmental, safety and health ordinances, statutes, regulations and requirements issued by any governmental or municipal body or agency having jurisdiction over the Premises;
- (vii) to the best of Seller's knowledge and except as disclosed in the Environmental Assessments: (a) any use of the Parcel for the generation, storage or disposal of any (1) asbestos, (2) petroleum, (3) explosives, (4) radioactive materials, wastes or substances, or (5) any substance defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601, *et seq.*, the Hazardous Materials Transportation Act (49 U.S.C. 1802), the Resource Conservation and Recovery Act (42 U.S.C. 6901), or in any other Applicable Law (as defined in Section 13.D.2) governing environmental matters ("Environmental Laws") (collectively, "Hazardous

Materials”) has been in compliance with all Environmental Laws, (b) there are not any Hazardous Materials present on the Parcel, (c) the Parcel is currently in compliance with all Environmental Laws; and (d) there are currently no Storage Tanks on the Parcel and any Storage Tanks formerly located on the Parcel were removed in compliance with all Environmental Laws;

- (viii) except as disclosed in Seller’s Deliveries, Seller has received no written notice of: (a) any pending or threatened action or proceeding arising out of the presence of Hazardous Materials on the Real Estate or (b) any alleged violation of any Environmental Laws;
- (ix) Seller is not a “foreign person” as defined in Section 1445 of the Internal Revenue Code of 1986;
- (x) Seller has the requisite power and authority to enter into and perform the terms of this Agreement and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary trustee, executory, and individual action and authority, do not violate any agreement to which Seller is a party, and no other proceedings on Seller’s part are necessary in order to permit Seller to consummate the transaction contemplated hereby;
- (xi) Neither Seller nor any of its affiliates have (i) commenced a voluntary case or had entered against them a petition for relief under any applicable law relative to bankruptcy, insolvency, or other relief for debtors, (ii) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator, or similar official in any federal, state or foreign judicial or non-judicial proceeding to hold, administer, and/or liquidate all or substantially all of their respective assets, (iii) had filed against them any involuntary petition seeking relief under any applicable law relative to bankruptcy, insolvency, or other relief to debtors which involuntary petition is not dismissed within 60 days, or (iv) made a general assignment for the benefit of creditors; and
- (xii) the person executing this Agreement on behalf of Seller is fully authorized to do so and, by doing so, to bind Seller to its obligations under this agreement.

At Purchaser’s request, Seller shall reconfirm all representations and warranties set forth in this Section 5 as true, accurate, and complete on and as of Closing.

B. Survival; Indemnification. Seller’s representations and warranties shall survive Closing. Seller agrees to indemnify, hold harmless, and defend Purchaser and its successors and assigns, from and against any and all claims, demands, losses, liens, costs, expenses (including reasonable attorneys’ fees and court costs), damages, liabilities, judgments or decrees of whatsoever kind or nature which, directly or indirectly, are caused by, result from, arise out of, or occur in any manner in connection with any material inaccuracy in the representations or warranties contained herein. The preceding indemnity and hold harmless shall not apply to matters attributable to acts or omissions of the Purchaser or third parties, or which arise after Closing.

Section 6. Seller's Covenants and Agreement.

Seller covenants and agrees with Purchaser from the Effective Date until the Closing:

- (i) Seller shall not make, enter into, grant, amend, extend, renew or grant any waiver or consent under any lease, tenancy, easement, license or other agreement allowing the use or occupancy of all or any portion of the Parcel, without Purchaser's prior written consent,
- (ii) Seller shall not enter into or amend any contracts, agreements or undertakings that will be binding upon Purchaser or the Parcel, without Purchaser's prior written consent,
- (iii) Seller shall not create, or allow the creation of, any encumbrance on the title of the Premises, without Purchaser's prior written consent (except for any Permitted Exceptions),
- (iv) Seller shall not take any action, directly or indirectly, to encourage, initiate, or engage or participate in discussions or negotiations with any third party concerning a potential sale of all or any portion of, or any interest in, the Premises,
- (v) Seller shall promptly inform Purchaser of any developments which would cause any of its representations or warranties contained in this Agreement to be no longer materially accurate,
- (vi) Seller, at its own expense, and before Closing, shall completely remove all materials, equipment, signs, personal property, garbage and debris located at or on the Premises in accordance with all Applicable Laws, and
- (viii) Seller shall continue to maintain and keep the Parcel in its current condition, will use commercially reasonable efforts to comply with all Applicable Laws materially affecting it, and will pay taxes and mortgage payments on it as they become due.

Section 7. Illinois Clean Energy Community Foundation Grant.

Purchaser's obligation to Close is subject to Purchaser's receipt of final written notification from the Illinois Clean Energy Community Foundation, in form and substance acceptable to the Purchaser's Executive Director, in his sole discretion, that the Purchaser will be the recipient of the Grant in an amount not less than \$238,336.00, or such other lesser amount that is the equivalent of eighty percent (80%) of the Purchase Price (as calculated as set forth herein) (the "Grant Confirmation"). Purchaser will prosecute its Grant application in good faith. Seller shall cooperate with Purchaser and provide whatever documentation and information in Seller's possession that Purchaser deems necessary or reasonable for Purchaser to obtain the Grant Confirmation. If Purchaser receives the Grant Confirmation, it shall notify Seller in writing and, upon Seller's receipt of such notice, the condition to Close stated in this Section will be deemed satisfied. If, by the expiration of the Due Diligence Period, as may be extended, Purchaser has not received the Grant Confirmation, Purchaser shall notify Seller in writing that (i) Purchaser has not

received the Grant Confirmation and, upon Seller's receipt of such notice, this Agreement will be deemed terminated and neither party shall have any claim or obligation under this Agreement or (ii) Purchaser has waived the contingency in this Section 7 and, upon Seller's receipt of such notice, the condition to Close stated in this Section will be deemed satisfied. Without limiting the preceding provisions in this Section 7, if the Purchaser does not receive the Grant Confirmation, it has no obligation to use any general funds or other funds, even if such funds are lawfully available, to pay the Purchase Price or any portion thereof.

Section 8. Conditions Precedent to Closing.

Purchaser's obligation to Close is subject to each and all of the following conditions being satisfied or waived by Purchaser, in writing (the "Purchaser Closing Contingencies"):

- (i) all of Seller's representations and warranties contained in this Agreement, must be materially true and correct on the date hereof and as of the Closing Date,
- (ii) Seller must have timely performed all of its obligations under this Agreement,
- (iii) Purchaser has received the Grant Confirmation,
- (iv) all conditions precedent to Purchaser's obligation to close on the transaction contemplated in this Agreement must have been satisfied or waived as of the Closing Date,
- (v) Seller must have delivered all items required to be delivered by Seller pursuant to Section 9.C, and
- (vi) the Title Company has issued or is irrevocably committed to issue the Title Policy.

If a Purchaser Closing Contingency is not satisfied because of a default by Seller, Purchaser will have all of its rights under Section 13.E.1.

Section 9. Closing.

A. Conveyance and Possession. At Closing, Seller shall convey fee simple title to the Premises to Purchaser by delivery of Seller's warranty deed ("Seller's Deed") in recordable form conveying fee simple title to the Premises, subject to the Permitted Exceptions. Seller shall deliver full and complete possession of the Premises to Purchaser upon Closing.

B. Time, Place; Closing Escrow. The consummation of the transaction contemplated hereunder ("Closing") shall occur on (i) the tenth (10th) business day following the expiration of the Due Diligence Period or (ii) another date mutually agreed to in writing by the parties (the "Closing Date"). The Closing shall be at the office of the Title Company. The parties need not physically attend the Closing. On or before Closing, an escrow shall be established by the respective counsel for Purchaser and Seller in the usual form of deed and money escrow agreement then in use by Title Company with such changes made as may be necessary to conform with the provisions of this

Agreement (“Closing Escrow”). The Closing shall be a “New York” style closing.

C. Seller Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Purchaser the following, in each case, fully executed (as applicable) and in the form provided by Purchaser or the Title Company, except for item (i) below which shall be prepared by Seller:

- (i) evidence reasonably satisfactory to the Title Company of the authority of Seller to consummate the transaction set forth in this Agreement, to the extent such authority is not apparent in the documents recorded when Seller acquired title to the Premises,
- (ii) Seller’s Deed and a bill of sale (with general warranty of title) and other instruments of transfer and conveyance transferring the Premises to Purchaser free of all liens other than the Permitted Exceptions,
- (iii) to the extent required by the Title Company, a “gap” undertaking in customary form and substance for the “gap period” through the Closing Date or the date of recording, as the case may be,
- (iv) a current form of ALTA Statement in customary form and substance as required by the Title Company,
- (v) a counterpart to the closing statement,
- (vi) real estate transfer declarations or exemptions required by Applicable Laws,
- (vii) at Purchaser’s request, a certification that all representations or warranties contained in Section 5 are true, accurate, and complete as of the Closing Date,
- (viii) at Purchaser’s request, a title affidavit in the form required by the Illinois Department of Natural Resources (the “IDNR”) covering the Closing Date; notwithstanding the foregoing, in the event that the IDNR requires such title affidavit prior to the Closing Date, Seller agrees to execute and deliver such title affidavit to Purchaser within five (5) business days following written notice from Purchaser,
- (ix) at Purchaser’s request, a Certification of Voluntary Transaction Involving Land Sale in the form required by the IDNR; notwithstanding the foregoing, in the event that the IDNR requires such Certification prior to the Closing Date, Seller agrees to execute and deliver such Certification to Purchaser within five (5) business days following written notice from Purchaser,
- (x) all other documents, certificates, forms and agreements required by this Agreement or Applicable Law or customarily required by the Title Company, in order to close the transaction, including any instrument, assurance or deposit required for the Title Company to insure over Unpermitted Exceptions in such form, terms, conditions and amount as may be required by the Title Company,

- (xi) such additional information, materials, affidavits, including a plat act affidavit, and certificates as Purchaser or the Title Company reasonably requests to evidence Seller's compliance with its obligations under this Agreement, including without limitation, evidence that all consents and approvals required as a condition to Purchaser's obligation to close hereunder have been obtained, title affidavits, such affidavits and indemnities as the Title Company may reasonably require to issue the Title Policy, the "gap" coverage and all endorsements and any other documents expressly required by this Agreement to be delivered by Seller at Closing, or as may be reasonably required by the Title Company or by law,
- (xii) a non-foreign affidavit sufficient in form and substance to relieve Purchaser of any and all withholding obligations under Section 1445 of the Internal Revenue Code,
- (xiii) a marked-up signed Title Commitment or Title Policy, and
- (xiv) a release of liens from all real estate brokers, finders and salespersons with respect to this Agreement.

D. Purchaser's Deliveries. At the Closing, Purchaser shall deliver or cause to be delivered to Seller the following, in each case, fully executed (as applicable) and in form and substance reasonably satisfactory to Seller:

- (i) the Purchase Price, subject to the adjustments contemplated herein,
- (ii) a counterpart to the closing statement,
- (iii) all other documents, certificates, forms and agreements required by this Agreement or Applicable Law or customarily required by the Title Company, to close the transaction, and
- (iv) such additional information and materials as the Title Company and Seller reasonably request to evidence Purchaser's compliance with its obligations under this Agreement or as otherwise required to be delivered by Applicable Laws.

E. Closing Costs. Seller shall pay (i) 50% of the Title Company's closing fees, (ii) the premium for the Title Policy, including an extended coverage endorsement, and (iii) Seller's own attorneys' fees. Purchaser shall pay (i) 50% of the Title Company's closing fees, (ii) 100% of the costs incurred in recording Seller's Deed, (iii) the cost of all title insurance endorsements, except the extended coverage endorsement, (iv) any costs incurred in connection with Purchaser's Due Diligence Activities (specifically excluding, however, the cost of any Environmental Work, which shall be a Seller expense), (v) Purchaser's own attorneys' fees, (vi) the cost of the Survey and (vii) any transfer taxes (or exempt stamp fee) imposed by the State of Illinois or Lake County.

F. Prorations. All ad valorem, special tax roll, or other real estate taxes, charges, and assessments, including special assessments and special service area taxes, affecting the Premises (collectively, "Real Estate Taxes") shall be prorated on an accrual basis and on a per diem basis, disregarding any discount or penalty and on the basis of the fiscal year of the authority levying the

same. All outstanding Real Estate Taxes for the Premises shall be paid at Closing. If any outstanding Real Estate Taxes have not been finally assessed as of the Closing Date, including the 2022 and 2023 Real Estate Taxes, they shall be prorated based upon 105% of the latest available Real Estate Tax bill for the Premises, and all such prorations shall be final. In the event that the 2022 real estate tax bill has been issued as of the Closing Date, Seller shall pay said bill at or prior to Closing. All water, sewer, and other utility charges, if any, shall also be prorated as of Closing. All Real Estate Taxes and utility charges for the day of Closing shall accrue to Seller.

Section 10. Casualty; Condemnation.

The risk of loss due to fire, other casualty, or condemnation remains with Seller until after Closing. If, prior to Closing, any such loss occurs or any condemnation action is filed, then Purchaser may terminate this Agreement, in which case neither Purchaser nor Seller shall have any further liability hereunder, unless Purchaser's acts or omissions related to such loss or action violate its obligations under this Agreement, including the representations and warranties in Section 5.A or the covenants and agreements in Section 6.

Section 11. Brokers.

Seller and Purchaser each represents and warrants to the other that it knows of no broker or other person or entity who has been instrumental in submitting or showing the Premises to Purchaser, other than Robert E. Frank Real Estate Inc. ("Broker"). If any claim for a broker's commission, finder's fee, or similar payment in connection with the transaction contemplated in this Agreement is asserted against Seller by any person other than Broker, Purchaser shall indemnify and hold harmless Seller from and against any damage, liability, or expense, including costs and reasonable attorneys' fees that Seller incurs because of such claim, if the claim is based upon any statement, representation, or agreement alleged to have been made or entered into by Purchaser. If any such claim is asserted against Purchaser, Seller shall indemnify and hold harmless Purchaser from and against any damage, liability or expense, including costs and reasonable attorneys' fees that Purchaser incurs because of such claim, if the same is based upon any statement, representation, or agreement alleged to have been made or entered into by Seller.

Section 12. Patriot Act.

A. Definitions. All capitalized words and phrases and all defined terms used in the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") and in other statutes and all orders, rules and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001, are collectively referred to as the "Patriot Rules" and are incorporated into this Section.

B. Representations and Warranties. Purchaser and Seller hereby represent and warrant, each to the other, that each and every "person" or "entity" affiliated with each respective party or that has an economic interest in each respective party or that has or will have an interest in the transaction contemplated by this Agreement or in any property that is the subject matter of this

Agreement or will participate, in any manner whatsoever, in the purchase and sale of the Premises is, to the best of Purchaser's or Seller's knowledge:

- (i) not a "blocked" person listed in the Annex to Executive Order Nos. 12947, 13099 and 13224,
- (ii) in full compliance with the requirements of the Patriot Rules and all other requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("OFAC"),
- (iii) operated under policies, procedures and practices, if any, that are in compliance with the Patriot Rules and available to each other for review and inspection during normal business hours and upon reasonable prior notice,
- (iv) not in receipt of any notice from the Secretary of State or the Attorney General of the United States or any other department, agency or office of the United States claiming a violation or possible violation of the Patriot Rules,
- (v) not listed as a Specially Designated Terrorist or as a blocked person on any lists maintained by the OFAC pursuant to the Patriot Rules or any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC issued pursuant to the Patriot Rules or on any other list of terrorists or terrorist organizations maintained pursuant to the Patriot Rules,
- (vi) not a person who has been determined by competent authority to be subject to any of the prohibitions contained in the Patriot Rules, and
- (vii) not owned or controlled by or now acting and or will in the future act for or on behalf of any person or entity named in the Annex or any other list promulgated under the Patriot Rules or any other person who has been determined to be subject to the prohibitions contained in the Patriot Rules.

C. Mutual Notice; Termination. Each party covenants and agrees that in the event it receives any notice that it or any of its beneficial owners or affiliates or participants become listed on the Annex or any other list promulgated under the Patriot Rules or indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, the party that receives such notice shall immediately notify the other (the "Non-Blocked Party") and the effect of the issuance of a notice pursuant to the Patriot Rules is that the Non-Blocked Party may elect to either: (i) obtain permission from OFAC to proceed with the Closing, in which case, the Closing Date shall be delayed until such permission is obtained, or (ii) send written notice to the other party terminating this Agreement, in which event the parties shall have no further rights or obligations under this Agreement, except for those rights, liabilities or obligations that survive a termination of this Agreement.

Section 13. General Provisions.

A. Integration; Modification. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, and negotiations pertaining thereto. It may be modified only by a written amendment or other agreement that is lawfully approved and executed by both parties.

B. Further Actions. The parties shall execute all documents and take all other actions consistent with this Agreement that are reasonably necessary to consummate the transaction contemplated in this Agreement.

C. Confidentiality. In addition to Seller's confidentiality obligations pursuant to Section 13.F.1.b, Seller shall keep all negotiations, information, and documents related to this Agreement (including without limitation any appraisals or financial information) (collectively, "Negotiation Information"), strictly confidential and shall not disclose (and shall cause their attorneys consultants, and agents not to disclose) Negotiation Information to any third party, without Purchaser's prior written consent, which consent may be granted or withheld in Purchaser's sole discretion. Seller acknowledges that such disclosure may negatively impact Purchaser's ability to fulfill its statutory mission to acquire, and negotiate for the acquisition of, other lands. The obligations of this Section will survive Closing or the termination of this Agreement. Nothing in this Section will be deemed to prohibit disclosure of any information that is generally available to the public.

D. Interpretation.

1. Presumption. There is no presumption that this Agreement is to be construed for or against Seller or Purchaser, or either party as the principal author of the Agreement. Instead, this Agreement shall be interpreted in accordance with the general tenor of the language in an effort to reach the intended result.

2. Compliance with Applicable Laws; Governing Law. In performing their obligations under this Agreement, the parties shall comply will all applicable federal, state, and local statutes, regulations, requirements, ordinances, and other laws ("Applicable Laws"). The internal laws of the State of Illinois, without regard to its conflict of laws rules, shall govern the interpretation of this Agreement.

3. Headings and Exhibits. The Section headings in this Agreement are used as a matter of convenience and do not define, limit, construe or describe the scope or intent of the text within such headings. The following Exhibits attached hereto are incorporated herein as an integral part of this Agreement:

Exhibit A: Legal Description and General Depiction of Parcel

4. Non-Waiver. Except as expressly provided in this Agreement, the mere failure by a party to insist upon the strict performance of any obligation of this Agreement or to exercise any right or remedy related to a default thereof shall not constitute a waiver of its rights. If a party does waive a right under this Agreement, that waiver shall not be deemed a waiver of any other right.

5. Severability. If any provision of this Agreement is invalid or unenforceable against any party under certain circumstances, then this Agreement will be deemed to be amended by deleting such provision. This Agreement will be enforceable, as amended, to the fullest extent allowed by Applicable Laws and so long as the amendment does not result in a failure of consideration.

6. Time. Time is of the essence in the performance of this Agreement. If any date upon which action is required under this Agreement is a Saturday, Sunday, or legal holiday, the date will be extended to the first business day after such date that is not a Saturday, Sunday or legal holiday.

E. Enforcement.

1. Default.

a. Purchaser Default. If Purchaser fails to perform an obligation under this Agreement, and does not, within five (5) days after receiving written notice from Seller of such failure, either (i) cure such failure or (ii) if such failure cannot reasonably be cured within five (5) days, commence and diligently pursue a cure for such failure, then Seller may terminate this Agreement as its sole and exclusive remedy.

b. Seller Default. If (i) Seller fails to perform an obligation under this agreement or (ii) any representation or warranty made by Seller hereunder is or becomes materially untrue as the result of an act or omission of Seller, and Seller does not, within five (5) days after receiving written notice from Seller of such failure, either (i) cure such failure or take action to cause such representation or warranty to become materially true or (ii) if such failure cannot reasonably be cured within five (5) days or if such action cannot reasonably be completed within five (5) days, commence and diligently pursue a cure for such failure or such action, then, Purchaser may terminate this Agreement or pursue any other remedy available at law or equity, including without limitation an action for specific performance.

2. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3. Prevailing Party Attorney Fees. In any litigation filed to enforce this Agreement, the prevailing party will be entitled to recover from the other party its reasonable attorney's fees, litigation expenses, and court costs at trial and on appeal that are incurred in such litigation.

4. Venue. Venue for any litigation concerning the enforcement of this Agreement shall be in the Circuit Court of Lake County, Illinois, or the federal district court for the Northern District of Illinois.

F. Execution of Agreement.

1. Board Approval Required.

a. Effectiveness; Irrevocable Offer. Seller acknowledges that (i) even after it has executed this Agreement and Purchaser's Planning Committee has recommended approval of this Agreement, this Agreement is not effective until it is approved by Purchaser's Board of Commissioners in accordance with Applicable Laws, (ii) by executing this Agreement and delivering it to Purchaser, Seller has made an offer to Purchaser to enter into this Agreement, (iii) such offer may be accepted by the lawful approval of the Agreement by Purchaser's Board of Commissioners, and (iv) that such offer is irrevocable until February 23, 2023.

b. Confidentiality. Seller acknowledges that, even after it executes this Agreement, this Agreement will be a public document only on the earlier of (i) the date that Purchaser makes this Agreement available for public review on its website as an attachment to a posted meeting agenda and (ii) the date that Purchaser's Board of Commissioners approves this Agreement or its Planning Committee recommends approval of this Agreement at an open meeting (the "Agreement Disclosure Date"). Until the Agreement Disclosure Date, and as a condition precedent to such Committee and such Board considering this Agreement, Seller shall (and shall cause its attorneys, consultants, and agent to) keep this Agreement and all Negotiation Information strictly confidential and shall not (and shall cause its attorneys, consultants, and agents not to) disclose this Agreement and Negotiation Information to any third party.

c. Consideration. Seller acknowledges that Purchaser's good faith consideration of this Agreement, including the consideration thereof by Purchaser's Planning Committee, is adequate consideration for Seller's agreements in this Section.

2. Counterparts and Effectiveness. The parties may execute this Agreement in multiple counterparts, all of which taken together will constitute a single Agreement binding on the parties, notwithstanding that the parties are not signatories to the same counterpart. This Agreement will be deemed fully executed, and effective as of the Effective Date, when each party has executed at least one counterpart. Any signature of a party to this Agreement that is sent by that party to the other party via a telefax transmission or via an email transmission in a PDF format shall be deemed a binding signature hereto. Each party shall deliver an original signature to the other party upon the other party's request.

G. Notices. Notices under this Agreement must be delivered (i) personally, (ii) by overnight delivery by a nationally recognized courier service, or (iii) by email, with the notice also being sent personally, by overnight delivery as set forth above, or by regular U.S. mail. Notices under this agreement must be sent to the following addresses or to such other or further addresses as a party may hereafter designate by notice:

if to Seller: Alice K. Brownlee and Warren J. Brownlee

with a copy to: Churchill, Quinn, Richtman & Hamilton, Ltd.
Two South Whitney
Grayslake, IL 60030
Attn: Robert Churchill
Email: RChurchill@grayslakelaw.com

if to Purchaser: Lake County Forest Preserve District
1899 West Winchester Road
Libertyville, IL 60048
Attn.: Ken Jones
Email: kjones@lcfpd.org

with a copy to: Burke, Warren, MacKay & Serritella, P.C.
330 North Wabash, 21st Floor
Chicago, IL 60611
Attn.: Matthew Norton, Esq.
Email: mnorton@burkelaw.com

Any notice shall be deemed given upon actual receipt. Nothing in this Section will be deemed to invalidate a notice that is actually received, even if it is not given in strict accordance with this Section.

[Signature Page Follows]

The undersigned execute this Agreement on the dates next to their signatures and acknowledge that this Agreement will become effective as of the Effective Date.

Purchaser:

Lake County Forest Preserve District

By: 
Name: Angelo D. Kyle
Title: President

Attest:

By: 
Name: Julie Gragnani
Title: Board Secretary

Seller:

Alice K. Brownlee and Warren J. Brownlee

By:  1/25/2023
Name: Alice K. Brownlee

By:  1/25/2023
Name: Warren J. Brownlee

Exhibit A
Legal Description and General Depiction of Parcel

[To be confirmed and updated according to Title Commitment and Survey]

THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 46 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 1388.12 FEET THEREOF AND EXCEPT THE EAST 100 FEET OF THE SOUTH 166 FEET THEREOF) IN LAKE COUNTY, ILLINOIS, CONTAINING 18 AND 1/2 ACRES, MORE OR LESS.

PIN: 03-26-300-007-0000

Property Address: Wadsworth Road, Wadsworth, Illinois

Exhibit A

Legend

 Forest Preserve Property  The Parcel

Lake County Forest Preserve District
Land Preservation and Special Projects
1899 W Winchester Rd
Libertyville, Illinois 60048
847-968-3351

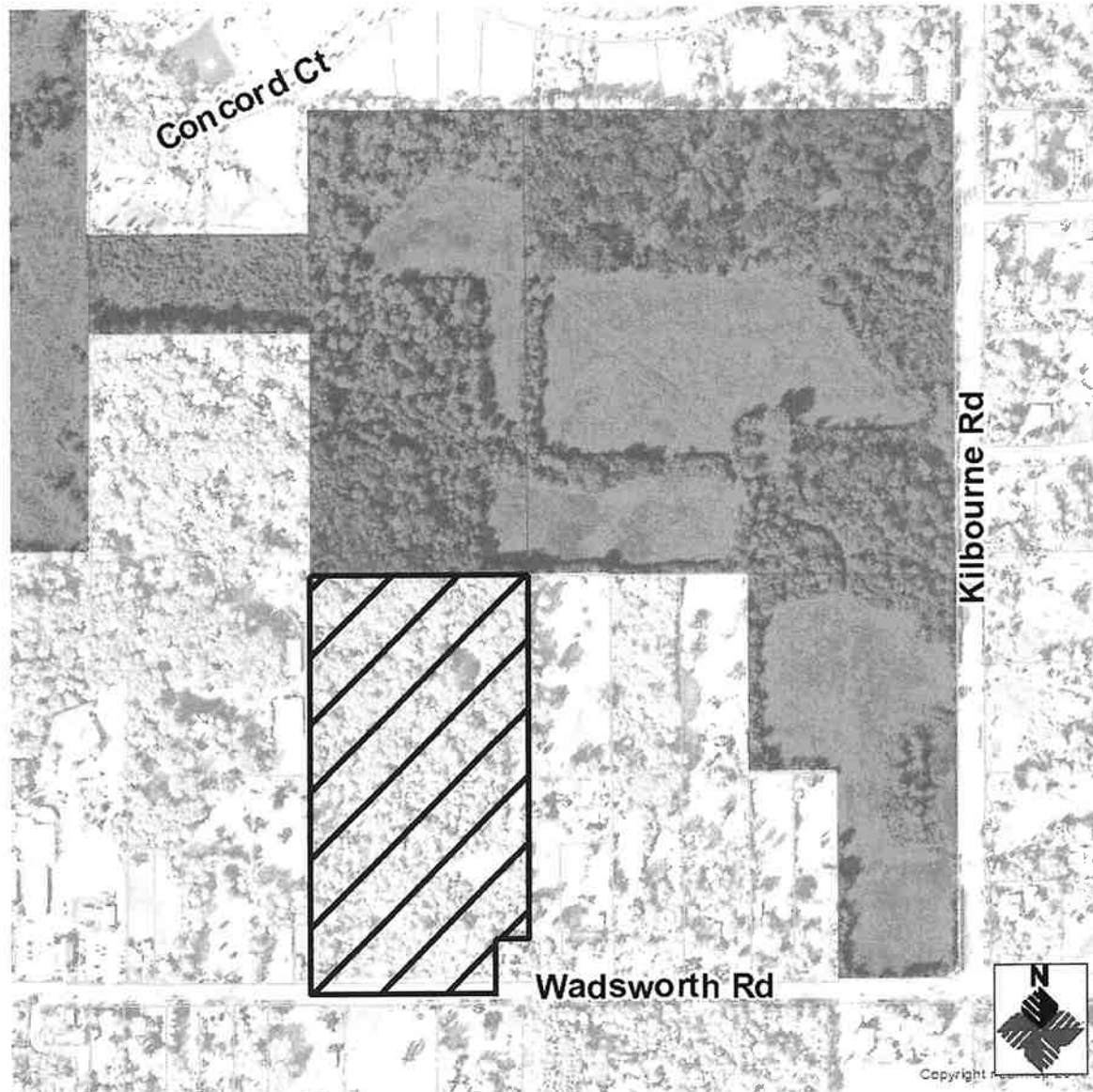
Courtesy Copy Only.
Property boundaries indicated are provided
for general location purposes. Wetland
and flood limits shown are approximate and
should not be used to determine setbacks for
structure or as a basis for purchasing property.

Prepared using information from:
Lake County Department of Information
& Technology: GIS/Mapping Division
18 North County Street
Waukegan, Illinois 60085-4357
847-377-2373

0 150 300 600 Feet

2022 Aerial Photo

Map Prepared 12//2020



Real Estate Purchase and Sale Agreement

This Real Estate Purchase and Sale Agreement ("Agreement") is made and entered into as of August __, 2024 (the "Effective Date") by and among **Lake County Forest Preserve District**, a body politic and corporate organized and existing under the Illinois Downstate Forest Preserve District Act, 70 ILCS 805/0.001 et seq. (the "Act") ("Purchaser"), and **Jeffrey Thomas Fogel and Deborah Fogel**, as joint tenants (collectively, "Parcel A Seller"), and **Jeffrey T. Fogel**, not individually but as trustee of the Jeffrey T. Fogel Trust under trust agreement dated the 13th of May, 2021 ("Parcel B Seller") (Parcel A Seller and Parcel B Seller, collectively, "Seller"). In consideration of the recitals and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

Section 1. Recitals.

A. Parcel A Seller currently owns fee simple title to that certain real property consisting of approximately 40.1 acres located at 26011 and 25991 W. Grass Lake Road, Antioch, Illinois 60002 ("Parcel A"), which is generally depicted on Exhibit A attached hereto.

B. Parcel B Seller currently owns fee simple title to that certain real property consisting of approximately 1.0 acre located at 26133 W. Grass Lake Road, Antioch, Illinois 60002 ("Parcel B"), which is generally depicted Exhibit A attached hereto. Parcel A and Parcel B are sometimes collectively referred to herein as the "Parcel".

C. Purchaser desires to purchase from Parcel A Seller, and Parcel A Seller desires to sell to Purchaser, (i) Parcel A, (ii) the improvements thereon (if any), (iii) all easements, tenements, riparian rights, hereditaments, privileges and appurtenances that run with or are appurtenant to Parcel A, whether or not of record, (iv) the use of all appurtenant and assignable rights-of-way, if any, abutting, adjacent, contiguous or adjoining Parcel A, and (v) all licenses, permits and franchises issued by any government authority relating to the development, use, or operation of Parcel A, running to or in favor of Parcel A Seller (collectively, the "Parcel A Premises"), subject to this Agreement.

D. Purchaser desires to purchase from Parcel B Seller, and Parcel B Seller desires to sell to Purchaser, (i) Parcel B, (ii) the improvements thereon (if any), (iii) all easements, tenements, riparian rights, hereditaments, privileges and appurtenances that run with or are appurtenant to Parcel B, whether or not of record, (iv) the use of all appurtenant and assignable rights-of-way, if any, abutting, adjacent, contiguous or adjoining Parcel B, and (v) all licenses, permits and franchises issued by any government authority relating to the development, use, or operation of Parcel B, running to or in favor of Parcel B Seller (collectively, the "Parcel B Premises"), subject to this Agreement. The Parcel A Premises and the Parcel B Premises are sometimes collectively referred to herein as the "Premises".

Section 2. Purchase and Sale; Purchase Price.

Seller agrees to sell the Premises to Purchaser, and Purchaser agrees to purchase the Premises from Seller, subject to the terms of this Agreement. The purchase price for Parcel A is

\$336,000.00, and the purchase price for Parcel B is \$25,000.00; the purchase price for the Premises, in the aggregate, is \$361,000.00 (the "Purchase Price"). Seller shall pay the Purchase Price, plus or minus prorations and adjustments as provided in this Agreement, at Closing through the Closing Escrow (defined in Section 9.B below) by wire transfer or a cashier's or certified check to Chicago Title Insurance Company, 175 E. Hawthorn Parkway, Suite 225, Vernon Hills, IL 60061, Tel: (847) 367-5820, Fax: (847) 918-9729 (the "Title Company"), as escrowee ("Escrowee"), in accordance with wire instructions provided by the Title Company.

Section 3. Parties' Preliminary Obligations and Rights.

A. Seller's Deliveries. Within five (5) days after the Effective Date, Seller shall deliver to Purchaser and Purchaser's attorney copies of all of the following pertaining to the Premises in its possession or control: (i) any and all unrecorded leases, tenancies, licenses, easements, and occupancy rights, all amendments thereto, and all correspondence and notices related thereto; (ii) existing survey(s), topographic surveys, tree inventories, and wetland delineations and assessments of the Premises (the "Assignable Seller Deliveries"); (iii) any environmental reports, including Phase I and Phase II reports; (iv) any and all notices and correspondence regarding compliance with laws, including environmental and zoning laws; and (v) all contracts and services agreements binding on the Premises and any unrecorded easements, licenses, or other rights to occupy or use the Premises (collectively "Seller's Deliveries"). Seller shall deliver a cover letter with Seller's Deliveries certifying that true, complete and correct copies of all of Seller's Deliveries have been delivered to Purchaser and its attorney.

B. Title Commitment. Seller, at Seller's cost, shall obtain a commitment(s) (the "Title Commitment") to issue to Purchaser at Closing ALTA Owner's Title Insurance Policies (2016 version) (i) in the amount of the Purchase Price, (ii) with an extended coverage endorsement over all standard exceptions, (iii) with such other endorsements as Purchaser deems appropriate, (iv) insuring good, marketable, and insurable title to the Premises, and (v) with coverage over any "gap" period, all subject only to the Permitted Exceptions (defined in Section 4.B.4) (the "Title Policy").

C. Survey. Purchaser, at Seller's cost, shall obtain a ALTA/NSPS 2016 standard survey(s) of the Premises (the "Survey"), that (i) is prepared by R.E. Allen and Associates, Ltd., (ii) is certified in favor of Seller, Purchaser and the Title Company, (iii) complies with all requirements of the Title Company that are conditions to the removal of the survey exception from the standard printed exceptions in the Title Commitment, (iv) is sufficient for the issuance of the Title Policy, (v) contains a certification as to the total acreage and square footage of the Premises, (vi) includes the Table A Items 1, 2, 3, 4, 7(a), 7(b)(1), 7(c), 8, 11, 16, 20 and 21(a), (vii) graphically depicts in relation to the Premises any offsite easements or servitudes benefitting the Premises and disclosed in the Title Commitment provided to the surveyor, and (viii) is provided to Purchaser in PDF format and MicroStation design file format (or compatible AutoCad digital format that can be converted to MicroStation design file format) in NAD 83 State Plane Coordinates. Purchaser shall cause the surveyor to prepare, and Seller and Purchaser shall work in good faith to finalize, the legal description that will be included on Seller's Deeds (as defined herein) so that it accurately describes the Premises.

D. Environmental Assessments. During the Due Diligence Period (as defined in Section 4.A), Purchaser and its environmental contractor may enter onto the Premises to perform a Phase I Environmental Site Assessment, and any other (i) environmental assessments, reviews, or

audits, (ii) tests or borings of the soil on the Parcel, (iii) asbestos testing of any vacant improvements located on the Parcel, and (iv) investigations or analyses concerning the environmental and physical condition of the Parcel (collectively, "Environmental Assessments"). Purchaser shall provide a copy of any completed Environmental Assessment to Seller, if requested by Seller.

Section 4. Due Diligence Period.

A. Period and License. During the period which begins on the date on which Seller executes this Agreement and ends on the sixtieth (60th) day after the Effective Date (the "Due Diligence Period"), Purchaser may conduct such investigations, inspections, reviews, and analyses of or with respect to the Premises as Purchaser desires, in its sole discretion (the "Due Diligence Activities") including, without limitation, reviews of Seller's Deliveries, the Title Commitment, the Survey, and the Environmental Assessments. By its execution of this Agreement Seller grants to Purchaser a license (irrevocable during the Due Diligence Period), for the use of Purchaser and its agents and contractors, to conduct Due Diligence Activities on the Parcel at any time upon one (1) day's prior notice to Seller.

B. Review of Title Commitment and Survey.

1. Identification of Unpermitted Exceptions and Commitment to Cure. Upon the fifth (5th) business day following Purchaser's receipt of the Title Commitment and the Survey, Purchaser shall send written notice ("Title Objection Notice") identifying any matter identified in the Title Commitment or Survey that Purchaser determines, in its sole discretion, will adversely affect Purchaser's intended use of the Premises (the "Unpermitted Exceptions"). Within seven (7) business days after receipt of a Title Objection Notice, Seller shall send Purchaser, with respect to each Unpermitted Exception, a written notice (the "Title Objection Notice Response") stating that Seller either: (i) commits, at Seller's cost, to (a) cure or remove the Unpermitted Exception or (b) cause the Title Company to insure over the Unpermitted Exception in a manner satisfactory to Purchaser (a "Commitment to Clear Exceptions") or (ii) will not cure, remove, or cause the Title Company to commit to insure over the Unpermitted Exception. Notwithstanding the process identified in this Section 4.B.1, the following are Unpermitted Exceptions, whether or not identified by Purchaser, that Seller must cure, and not merely insure over, prior to or at Closing and that Seller will be deemed to commit to cure in the Commitment to Clear Exceptions, whether or not Seller identifies them therein: (i) each mechanics', materialmen's, repairmen's, contractors' or other similar lien that encumbers the Premises, unless the lien arises from the acts of Purchaser, (ii) all mortgages, security deeds, and other security instruments that encumber against the Premises, (iii) all past due Real Estate Taxes (defined in Section 9.F) applicable to the Premises, (iv) all judgments against Seller which may constitute a lien against the Premises, and (v) all encroachments onto the Premises as shown on the Survey.

2. Purchaser's Option to Close or Terminate. If, in its Title Objection Notice Response, Seller does not make a Commitment to Clear Exceptions with respect to all Unpermitted Exceptions, then Purchaser, within five (5) days after receiving such Title Objection Notice Response, shall send Seller a written notice (a "Closing/Termination Notice") electing to either: (i) proceed with the Closing, in which case Purchaser shall be deemed to have accepted the uncleared or uninsured Unpermitted Exceptions and shall accept Seller's Deeds at Closing subject to the uncleared or

uninsured Unpermitted Exceptions or (ii) terminate this Agreement. If Purchaser fails to give a Closing/Termination Notice as provided above, at least five (5) days prior to Closing, Purchaser shall be deemed to have elected to proceed with the Closing and accept the uncleared or uninsured Unpermitted Exceptions, as set forth in this Section 4.B.2. Notwithstanding the foregoing, Seller shall have no obligation to cure any Unpermitted Exceptions which are caused solely by Purchaser.

3. Seller's Compliance with Commitment to Clear Exception. If Seller makes a Commitment to Clear Exceptions with respect to some or all Unpermitted Exceptions, then, at least five (5) days prior to Closing, Seller shall deliver to Purchaser an updated Title Commitment, showing that all Unpermitted Exceptions that Seller committed to clear in the Commitment to Clear Exceptions have been cleared. If it fails to do so, then Purchaser, at any time, may either (i) proceed with the Closing and deduct from the Purchase Price the amount reasonably necessary to clear the Unpermitted Exception that Seller committed to, but failed to, clear, in which case Purchaser shall be deemed to have accepted the uncleared or uninsured Unpermitted Exception and shall accept Seller's Deeds at Closing subject to the uncleared or uninsured Unpermitted Exception or (ii) terminate this Agreement.

4. Permitted Exceptions. Any matter of record shown in the Title Commitment that is (i) not objected to by Purchaser in a Title Objection Notice or (ii) is an uncleared or uninsured Unpermitted Exception that is deemed accepted by Purchaser pursuant to Section 4.B.2 or Section 4.B.3, is a "Permitted Exception."

5. Effect of Termination. In the event of a termination pursuant to Section 4.B.2 or Section 4.B.3, neither party shall have any claim or obligation under this Agreement, unless an Unpermitted Exception was caused by a willful or wrongful act or omission of Seller, in which case Purchaser may pursue any and all remedies available at law or in equity.

C. Review of Environmental Assessments. If Purchaser determines, in its sole discretion, through its review of an Environmental Assessment, that there exists within the Premises a condition that (i) may require environmental clean-up, remediation, or (in the case of underground and above ground storage tanks (collectively, "Storage Tanks")) removal, and (ii) may adversely affect Purchaser's intended use of the Premises, then, no later than the expiration of the Due Diligence Period, Purchaser may send Seller either (i) a written notice terminating this Agreement, in which event neither party shall have any further liability to the other or (ii) a written notice describing the clean-up work, remediation work, or removal of any Storage Tanks (collectively, the "Environmental Work") in reasonable detail, if requested by Seller and requesting that Seller either (a) perform or cause to be performed the described Environmental Work before Closing or (b) provide Purchaser with a credit at Closing for the costs and expenses of the Environmental Work (a "Remediation Notice"). Within seven (7) business days after receiving a Remediation Notice, Seller shall provide Purchaser with a written notice stating whether Seller (i) will comply with Purchaser's request to perform the Environmental Work before Closing or provide a credit at Closing or (ii) declines to perform the Environmental Work before Closing or provide the requested credit (a "Remediation Notice Response"). If Seller does not timely provide a Remediation Notice Response, it will be deemed to have declined to either perform the Environmental Work or provide a credit.

D. Purchaser's Right to Terminate. Not later than the last day of the Due Diligence Period (the "Approval Deadline"), Purchaser may deliver to Seller a written notice stating that, based on the results of the Due Diligence Activities, the Premises are not suitable for Purchaser's intended uses, as determined by Purchaser in its sole and absolute discretion and that Purchaser has elected to terminate this Agreement ("Termination Notice"). In the event of a termination pursuant to this Section 4.D, neither party shall have any claim or obligation under this Agreement.

E. Restoration. If a Due Diligence Activity damages the Parcel, and the transaction contemplated in this Agreement does not close, then Purchaser shall restore the Parcel to a condition that is substantially the same as its condition prior to the performance of such Due Diligence Activity.

Section 5. Seller's Representations and Warranties.

A. General Representations and Warranties. Seller, and the person executing this Agreement on Seller's behalf, represent and warrant to Purchaser that as of the date hereof and as of the date of Closing:

- (i) Seller has not entered into any agreements or granted any options pursuant to which any third party has the right to acquire all or any portion of the Premises or any interest therein;
- (ii) there are not now and will not be at Closing, any leases, tenancies, licenses, concessions, franchises, options or rights of occupancy or purchase, service or maintenance contracts or other contracts which will be binding upon Purchaser or the Premises after the Closing, other than that certain farm lease for the Premises dated March 1, 2024 between Seller and Thomas Olson which has been provided to Purchaser and which shall be assigned to Purchaser at Closing;
- (iii) the Premises are not affected by or subject to: (a) any pending or, to the best of Seller's knowledge, threatened condemnation suits or similar proceedings, (b) other pending or, to the best of Seller's knowledge, threatened claims, charges, complaints, petitions or unsatisfied orders by or before any administrative agency or court, or (c) any pending or, to the best of Seller's knowledge, threatened claims, suits, actions, complaints, petitions or unsatisfied orders by or in favor of any party whatsoever;
- (iv) to the best of Seller's knowledge, there are no threatened requests, applications or proceedings to alter or restrict the zoning or other use restrictions applicable to the Premises;
- (v) to the best of Seller's knowledge, there are no unrecorded easements, liens or encumbrances affecting the Premises;
- (vi) Seller has received no written notice of, and to the best of Seller's knowledge, there is not any violation of any law, ordinance, order, regulation or requirement, including, but not limited to, building, zoning, environmental, safety and health ordinances, statutes, regulations and requirements issued by any governmental or

municipal body or agency having jurisdiction over the Premises;

- (vii) to the best of Seller's knowledge and except as disclosed in the Environmental Assessments: (a) any use of the Parcel for the generation, storage or disposal of any (1) asbestos, (2) petroleum, (3) explosives, (4) radioactive materials, wastes or substances, or (5) any substance defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601, *et seq.*, the Hazardous Materials Transportation Act (49 U.S.C. 1802), the Resource Conservation and Recovery Act (42 U.S.C. 6901), or in any other Applicable Law (as defined in Section 13.D.2) governing environmental matters ("Environmental Laws") (collectively, "Hazardous Materials") has been in compliance with all Environmental Laws, (b) there are not any Hazardous Materials present on the Parcel, (c) the Parcel is currently in compliance with all Environmental Laws; and (d) there are currently no Storage Tanks on the Parcel and any Storage Tanks formerly located on the Parcel were removed in compliance with all Environmental Laws;
- (viii) except as disclosed in Seller's Deliveries, Seller has received no written notice of: (a) any pending or threatened action or proceeding arising out of the presence of Hazardous Materials on the Real Estate or (b) any alleged violation of any Environmental Laws;
- (ix) Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986;
- (x) Seller has the requisite power and authority to enter into and perform the terms of this Agreement and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary trustee, executory, and individual action and authority, do not violate any agreement to which Seller is a party, and no other proceedings on Seller's part are necessary in order to permit Seller to consummate the transaction contemplated hereby;
- (xi) Neither Seller nor any of its affiliates have (i) commenced a voluntary case or had entered against them a petition for relief under any applicable law relative to bankruptcy, insolvency, or other relief for debtors, (ii) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator, or similar official in any federal, state or foreign judicial or non-judicial proceeding to hold, administer, and/or liquidate all or substantially all of their respective assets, (iii) had filed against them any involuntary petition seeking relief under any applicable law relative to bankruptcy, insolvency, or other relief to debtors which involuntary petition is not dismissed within 60 days, or (iv) made a general assignment for the benefit of creditors; and
- (xii) the person executing this Agreement on behalf of Seller is fully authorized to do so and, by doing so, to bind Seller to its obligations under this Agreement.

At Purchaser's request, Seller shall reconfirm all representations and warranties set forth in this Section 5 as true, accurate, and complete on and as of Closing.

B. Survival; Indemnification. Seller's representations and warranties shall survive Closing. Seller agrees to indemnify, hold harmless, and defend Purchaser and its successors and assigns, from and against any and all claims, demands, losses, liens, costs, expenses (including reasonable attorneys' fees and court costs), damages, liabilities, judgments or decrees of whatsoever kind or nature which, directly or indirectly, are caused by, result from, arise out of, or occur in any manner in connection with any material inaccuracy in the representations or warranties contained herein. The preceding indemnity and hold harmless shall not apply to matters attributable to acts or omissions of the Purchaser or third parties, or which arise after Closing.

Section 6. Seller's Covenants and Agreements.

Seller covenants and agrees with Purchaser from the Effective Date until the Closing:

- (i) Seller shall not make, enter into, grant, amend, extend, renew or grant any waiver or consent under any lease, tenancy, easement, license or other agreement allowing the use or occupancy of all or any portion of the Parcel, without Purchaser's prior written consent,
- (ii) Seller shall not enter into or amend any contracts, agreements or undertakings that will be binding upon Purchaser or the Parcel, without Purchaser's prior written consent,
- (iii) Seller shall not create, or allow the creation of, any encumbrance on the title of the Premises, without Purchaser's prior written consent (except for any Permitted Exceptions),
- (iv) Seller shall not take any action, directly or indirectly, to encourage, initiate, or engage or participate in discussions or negotiations with any third party concerning a potential sale of all or any portion of, or any interest in, the Premises,
- (v) Seller shall promptly inform Purchaser of any developments which would cause any of its representations or warranties contained in this Agreement to be no longer materially accurate,
- (vi) Seller, at its own expense, and before Closing, shall completely remove all materials, equipment, signs, personal property, garbage and debris located at or on the Premises in accordance with all Applicable Laws, and
- (viii) Seller shall continue to maintain and keep the Parcel in its current condition, will use commercially reasonable efforts to comply with all Applicable Laws materially affecting it, and will pay taxes and mortgage payments on it as they become due.

Section 7. Temporary Access Easement. Seller shall grant to Purchaser at Closing, in a form to be mutually agreed upon by Seller and Purchaser during the due Diligence Period and thereafter attached hereto as Exhibit B-1, a temporary access easement (the "Temporary Access Easement")

over that portion of Seller's property identified in Exhibit B-2 as the "Temporary Access Easement Premises", granting Purchaser, its Commissioners, employees, agents, representatives, assignees and invitees, but not the general public, pedestrian and vehicular access over such area for a period of twelve (12) months following the Closing Date. Purchaser shall cause the surveyor to prepare a legal description for the Temporary Access Easement Premises, which legal description shall be mutually agreed upon by Seller and Purchaser and attached to the Temporary Access Easement at Closing.

Section 8. Conditions Precedent to Closing. Purchaser's obligation to close is subject to each and all of the following conditions being satisfied or waived by Purchaser, in writing (the "Purchaser Closing Contingencies"):

- (i) all of Seller's representations and warranties contained in this Agreement, must be materially true and correct on the date hereof and as of the Closing Date,
- (ii) Seller must have timely performed all of its obligations under this Agreement,
- (iii) all conditions precedent to Purchaser's obligation to close on the transaction contemplated in this Agreement must have been satisfied or waived as of the Closing Date,
- (iv) Seller must have delivered all items required to be delivered by Seller pursuant to Section 9.C,
- (v) the Title Company has issued or is irrevocably committed to issue the Title Policy, and
- (vi) Seller shall, at Seller's sole cost and expense, have (a) removed those certain portions of the existing fence on Parcel B as depicted on Exhibit C attached hereto, and (b) installed new fencing in the area depicted on Exhibit C (collectively, the "Seller's Fence Work"). In the event that Seller fails to complete the Seller's Fence Work prior to the Closing, and Purchaser nonetheless elects, in its sole discretion, to proceed to close, then Seller shall be obligated to complete the Seller's Fence Work within ninety (90) days after the Closing, which obligation shall survive the Closing. In the event that Seller fails to complete the Seller's Fence Work within ninety (90) days after the Closing, and such failure continues for five (5) days after written notice from Purchaser to Seller of such failure, then, so long as Seller is not diligently pursuing the completion of the Seller's Fence Work, Purchaser shall have the right, following a second written notice to Seller, to complete that portion of the Seller's Fence Work identified in (a) above, whereupon Seller shall reimburse Purchaser for the reasonable, actual costs thereof within ten (10) days after receipt of a reasonably detailed invoice therefor. In the event that Seller fails to timely reimburse Purchaser, Purchaser shall have the right to exercise any remedies available to Purchaser at law or in equity.

If a Purchaser Closing Contingency is not satisfied because of a default by Seller, Purchaser will have all of its rights under Section 13.E.1.

Section 9. Closing.

A. Conveyance and Possession. At Closing, Parcel A Seller shall convey fee simple title to Parcel A to Purchaser, and Parcel B Seller shall convey fee simple to Parcel B to Purchaser, by delivery of Seller's warranty deeds (collectively, "Seller's Deeds") in recordable form conveying fee simple title to the Premises, subject to the Permitted Exceptions. To the extent that Purchaser has the right to terminate this Agreement pursuant to Section 4.B.2, Section 4.B.3, Section 4.D, Section 10, Section 13.E.2, or as otherwise expressly permitted under this Agreement, Purchaser shall have the right to terminate this Agreement with respect to both Parcel A and Parcel B, with respect to Parcel A only, or with respect to Parcel B only, in Purchaser's sole and absolute discretion. Seller shall deliver full and complete possession of the Premises to Purchaser upon Closing except for the property leased as outlined in Section 5(A)(ii) above.

B. Time, Place; Closing Escrow. The consummation of the transaction contemplated hereunder ("Closing") shall occur on (i) the tenth (10th) business day following the expiration of the Due Diligence Period or (ii) another date mutually agreed to in writing by the parties (the "Closing Date"). The Closing shall be at the office of the Title Company. The parties need not physically attend the Closing. On or before Closing, an escrow shall be established by the respective counsel for Purchaser and Seller in the usual form of deed and money escrow agreement then in use by Title Company with such changes made as may be necessary to conform with the provisions of this Agreement ("Closing Escrow"). The Closing shall be a "New York" style closing.

C. Seller Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Purchaser the following, in each case, fully executed (as applicable) and in the form provided by Purchaser or the Title Company, except for item (i) below which shall be prepared by Seller:

- (i) evidence reasonably satisfactory to the Title Company of the authority of Seller to consummate the transaction set forth in this Agreement, to the extent such authority is not apparent in the documents recorded when Seller acquired title to the Premises,
- (ii) Seller's Deeds and bills of sale (with general warranty of title) and other instruments of transfer and conveyance transferring the Premises to Purchaser free of all liens other than the Permitted Exceptions,
- (iii) Seller's counterpart of the Temporary Access Easement,
- (iv) to the extent required by the Title Company, a "gap" undertaking in customary form and substance for the "gap" period" through the Closing Date or the date of recording, as the case may be,
- (v) a current form of ALTA Statement in customary form and substance as required by the Title Company,
- (vi) a counterpart to the closing statement,

- (vii) real estate transfer declarations or exemptions required by Applicable Laws,
- (viii) at Purchaser's request, a certification that all representations or warranties contained in Section 5 are true, accurate, and complete as of the Closing Date,
- (ix) at Purchaser's request, a title affidavit in the form to be agreed upon by Seller and Purchaser or as required by the Title Company,
- (x) at Purchaser's request, a Certification of Voluntary Transaction Involving Land Sale in the form required by the IDNR; notwithstanding the foregoing, if IDNR requires such Certification prior to the Closing Date, Seller shall execute and deliver such Certification to Purchaser within five (5) business days following written notice from Purchaser,
- (xi) at Purchaser's request, an assignment of the Assignable Seller Deliveries in form and substance reasonably acceptable to Purchaser,
- (xii) all other documents, certificates, forms and agreements required by this Agreement or Applicable Law or customarily required by the Title Company, in order to close the transaction, including any instrument, assurance or deposit required for the Title Company to insure over Unpermitted Exceptions in such form, terms, conditions and amount as may be required by the Title Company,
- (xiii) such additional information, materials, affidavits, including a Plat Act affidavit, and certificates as Purchaser or the Title Company reasonably requests to evidence Seller's compliance with its obligations under this Agreement, including without limitation, evidence that all consents and approvals required as a condition to Purchaser's obligation to close hereunder have been obtained, title affidavits, such affidavits and indemnities as the Title Company may reasonably require to issue the Title Policy, the "gap" coverage and all endorsements and any other documents expressly required by this Agreement to be delivered by Seller at Closing, or as may be reasonably required by the Title Company or by law,
- (xiv) a non-foreign affidavit sufficient in form and substance to relieve Purchaser of any and all withholding obligations under Section 1445 of the Internal Revenue Code,
- (xv) a marked-up signed Title Commitment or Title Policy, and
- (xvi) a release of liens from all real estate brokers, finders and salespersons with respect to this Agreement.

D. Purchaser's Deliveries. At the Closing, Purchaser shall deliver or cause to be delivered to Seller the following, in each case, fully executed (as applicable) and in form and substance reasonably satisfactory to Seller:

- (i) the Purchase Price, subject to the adjustments contemplated herein,

- (ii) Purchaser's counterpart of the Temporary Access Easement,
- (iii) a counterpart to the closing statement,
- (iv) all other documents, certificates, forms and agreements required by this Agreement or Applicable Law or customarily required by the Title Company to close the transaction, and
- (v) such additional information and materials as the Title Company and Seller reasonably request to evidence Purchaser's compliance with its obligations under this Agreement or as otherwise required to be delivered by Applicable Laws.

E. Closing Costs. Seller shall pay (i) 50% of the Title Company's closing fees, (ii) the premium for the Title Policy, including an extended coverage endorsement, (iii) the cost of the Survey, and (iv) Seller's own attorneys' fees. Purchaser shall pay (i) 50% of the Title Company's closing fees, (ii) 100% of the costs incurred in recording Seller's Deeds, (iii) the cost of all title insurance endorsements, except the extended coverage endorsement, (iv) any costs incurred in connection with Purchaser's Due Diligence Activities (specifically excluding, however, the cost of any Environmental Work, which shall be a Seller expense), (v) Purchaser's own attorneys' fees, and (vi) any transfer taxes (or exempt stamp fee) imposed by the State of Illinois or Lake County.

F. Prorations. All ad valorem, special tax roll, or other real estate taxes, charges, and assessments, including special assessments and special service area taxes, affecting the Premises (collectively, "Real Estate Taxes") shall be prorated on an accrual basis and on a per diem basis, disregarding any discount or penalty and on the basis of the fiscal year of the authority levying the same. All outstanding Real Estate Taxes for the Premises shall be paid by Seller at Closing. If any outstanding Real Estate Taxes have not been finally assessed as of the Closing Date, including the 2023 and 2024 Real Estate Taxes, they shall be prorated based upon 105% of the latest available Real Estate Tax bill for the Premises, and all such prorations shall be final. In the event that the 2023 real estate tax bill has been issued as of the Closing Date, Seller shall pay said bill at or prior to Closing. All water and sewer charges, if any, shall also be prorated as of Closing. All Real Estate Taxes for the day of Closing shall accrue to Seller.

Section 10. Casualty; Condemnation.

The risk of loss due to fire, other casualty, or condemnation remains with Seller until after Closing. If, prior to Closing, any such loss occurs or any condemnation action is filed, then Purchaser may terminate this Agreement, in which case neither Purchaser nor Seller shall have any further liability hereunder, unless Purchaser's acts or omissions related to such loss or action violate its obligations under this Agreement, including the representations and warranties in Section 5.A or the covenants and agreements in Section 6.

Section 11. Brokers.

Seller and Purchaser each represents and warrants to the other that it knows of no broker or other person or entity who has been instrumental in submitting or showing the Premises to

Purchaser. If any claim for a broker's commission, finder's fee, or similar payment in connection with the transaction contemplated in this Agreement is asserted against Seller by any person, Purchaser shall indemnify and hold harmless Seller from and against any damage, liability, or expense, including costs and reasonable attorneys' fees that Seller incurs because of such claim, if the claim is based upon any statement, representation, or agreement alleged to have been made or entered into by Purchaser. If any such claim is asserted against Purchaser, Seller shall indemnify and hold harmless Purchaser from and against any damage, liability or expense, including costs and reasonable attorneys' fees that Purchaser incurs because of such claim, if the same is based upon any statement, representation, or agreement alleged to have been made or entered into by Seller.

Section 12. Patriot Act.

A. Definitions. All capitalized words and phrases and all defined terms used in the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") and in other statutes and all orders, rules and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001, are collectively referred to as the "Patriot Rules" and are incorporated into this Section.

B. Representations and Warranties. Purchaser and Seller hereby represent and warrant, each to the other, that each and every "person" or "entity" affiliated with each respective party or that has an economic interest in each respective party or that has or will have an interest in the transaction contemplated by this Agreement or in any property that is the subject matter of this Agreement or will participate, in any manner whatsoever, in the purchase and sale of the Premises is, to the best of Purchaser's or Seller's knowledge:

- (i) not a "blocked" person listed in the Annex to Executive Order Nos. 12947, 13099 and 13224,
- (ii) in full compliance with the requirements of the Patriot Rules and all other requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("OFAC"),
- (iii) operated under policies, procedures and practices, if any, that are in compliance with the Patriot Rules and available to each other for review and inspection during normal business hours and upon reasonable prior notice,
- (iv) not in receipt of any notice from the Secretary of State or the Attorney General of the United States or any other department, agency or office of the United States claiming a violation or possible violation of the Patriot Rules,
- (v) not listed as a Specially Designated Terrorist or as a blocked person on any lists maintained by the OFAC pursuant to the Patriot Rules or any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the

OFAC issued pursuant to the Patriot Rules or on any other list of terrorists or terrorist organizations maintained pursuant to the Patriot Rules,

- (vi) not a person who has been determined by competent authority to be subject to any of the prohibitions contained in the Patriot Rules, and
- (vii) not owned or controlled by or now acting and or will in the future act for or on behalf of any person or entity named in the Annex or any other list promulgated under the Patriot Rules or any other person who has been determined to be subject to the prohibitions contained in the Patriot Rules.

C. Mutual Notice; Termination. Each party covenants and agrees that in the event it receives any notice that it or any of its beneficial owners or affiliates or participants become listed on the Annex or any other list promulgated under the Patriot Rules or indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, the party that receives such notice shall immediately notify the other (the "Non-Blocked Party") and the effect of the issuance of a notice pursuant to the Patriot Rules is that the Non-Blocked Party may elect to either: (i) obtain permission from OFAC to proceed with the Closing, in which case, the Closing Date shall be delayed until such permission is obtained, or (ii) send written notice to the other party terminating this Agreement, in which event the parties shall have no further rights or obligations under this Agreement, except for those rights, liabilities or obligations that survive a termination of this Agreement.

Section 13 . General Provisions.

A. Integration; Modification. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, and negotiations pertaining thereto. It may be modified only by a written amendment or other agreement that is lawfully approved and executed by both parties.

B. Further Actions. The parties shall execute all documents and take all other actions consistent with this Agreement that are reasonably necessary to consummate the transaction contemplated in this Agreement.

C. Confidentiality. In addition to Seller's confidentiality obligations pursuant to Section 13.F.1.b, Seller shall keep all negotiations, information, and documents related to this Agreement (including without limitation any appraisals or financial information) (collectively, "Negotiation Information"), strictly confidential and shall not disclose (and shall cause their attorneys, consultants, and agents not to disclose) Negotiation Information to any third party, without Purchaser's prior written consent, which consent may be granted or withheld in Purchaser's sole discretion. Seller acknowledges that such disclosure may negatively impact Purchaser's ability to fulfill its statutory mission to acquire, and negotiate for the acquisition of, other lands. The obligations of this Section will survive Closing or the termination of this Agreement. Nothing in this Section will be deemed to prohibit disclosure of any information that is generally available to the public.

D. Interpretation.

1. **Presumption.** There is no presumption that this Agreement is to be construed for or against Seller or Purchaser, or either party as the principal author of the Agreement. Instead, this Agreement shall be interpreted in accordance with the general tenor of the language in an effort to reach the intended result.

2. **Compliance with Applicable Laws; Governing Law.** In performing their obligations under this Agreement, the parties shall comply with all applicable federal, state, and local statutes, regulations, requirements, ordinances, and other laws ("Applicable Laws"). The internal laws of the State of Illinois, without regard to its conflict of laws rules, shall govern the interpretation of this Agreement.

3. **Headings and Exhibits.** The Section headings in this Agreement are used as a matter of convenience and do not define, limit, construe or describe the scope or intent of the text within such headings. The following Exhibits attached hereto are incorporated herein as an integral part of this Agreement:

- Exhibit A: General Depiction of Parcel
- Exhibit B-1: Form of Temporary Access Easement
- Exhibit B-2: Depiction of Temporary Access Easement Premises
- Exhibit C: Seller's Fence Work

4. **Non-Waiver.** Except as expressly provided in this Agreement, the mere failure by a party to insist upon the strict performance of any obligation of this Agreement or to exercise any right or remedy related to a default thereof shall not constitute a waiver of its rights. If a party does waive a right under this Agreement, that waiver shall not be deemed a waiver of any other right.

5. **Severability.** If any provision of this Agreement is invalid or unenforceable against any party under certain circumstances, then this Agreement will be deemed to be amended by deleting such provision. This Agreement will be enforceable, as amended, to the fullest extent allowed by Applicable Laws and so long as the amendment does not result in a failure of consideration.

6. **Time.** Time is of the essence in the performance of this Agreement. If any date upon which action is required under this Agreement is a Saturday, Sunday, or legal holiday, the date will be extended to the first business day after such date that is not a Saturday, Sunday or State or Federal legal holiday.

E. Enforcement.

1. Default.

a. **Purchaser Default.** If Purchaser fails to perform an obligation under this Agreement, and does not, within five (5) days after receiving written notice from Seller of such failure, either (i) cure such failure or (ii) if such failure cannot reasonably be cured within five (5)

days, commence and diligently pursue a cure for such failure, then Seller may terminate this Agreement.

b. Seller Default. If (i) Seller fails to perform an obligation under this agreement or (ii) any representation or warranty made by Seller hereunder is or becomes materially untrue as the result of an act or omission of Seller, and Seller does not, within five (5) days after receiving written notice from Seller of such failure, either (i) cure such failure or take action to cause such representation or warranty to become materially true or (ii) if such failure cannot reasonably be cured within five (5) days or if such action cannot reasonably be completed within five (5) days, commence and diligently pursue a cure for such failure or such action, then, Purchaser may terminate this Agreement or pursue any other remedy available at law or equity, including without limitation an action for specific performance.

2. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3. Prevailing Party Attorney Fees. In any litigation filed to enforce this Agreement, the prevailing party will be entitled to recover from the other party its reasonable attorney's fees, litigation expenses, and court costs at trial and on appeal that are incurred in such litigation.

4. Venue. Venue for any litigation concerning the enforcement of this Agreement shall be in the Circuit Court of Lake County, Illinois, or the federal district court for the Northern District of Illinois.

F. Execution of Agreement.

1. Board Approval Required.

a. Effectiveness; Irrevocable Offer. Seller acknowledges that (i) even after it has executed this Agreement and Purchaser's Planning Committee has recommended approval of this Agreement, this Agreement is not effective until it is approved by Purchaser's Board of Commissioners in accordance with Applicable Laws, (ii) by executing this Agreement and delivering it to Purchaser, Seller has made an offer to Purchaser to enter into this Agreement, (iii) such offer may be accepted by the lawful approval of the Agreement by Purchaser's Board of Commissioners, and (iv) such offer is irrevocable until August 16, 2024.

b. Confidentiality. Seller acknowledges that, even after it executes this Agreement, this Agreement will be a public document only on the earlier of (i) the date that Purchaser makes this Agreement available for public review on its website as an attachment to a posted meeting agenda and (ii) the date that Purchaser's Board of Commissioners approves this Agreement or its Planning Committee recommends approval of this Agreement at an open meeting (the "Agreement Disclosure Date"). Until the Agreement Disclosure Date, and as a condition precedent to such Committee and such Board considering this Agreement, Seller shall (and shall cause its attorneys, consultants, and agent to) keep this Agreement and all Negotiation Information strictly confidential and shall not (and shall cause its attorneys, consultants, and agents not to) disclose this Agreement and Negotiation Information to any third party.

c. **Consideration.** Seller acknowledges that Purchaser's good faith consideration of this Agreement, including the consideration thereof by Purchaser's Planning Committee and Board of Commissioners, is adequate consideration for Seller's agreements in this Section.

2. **Counterparts and Effectiveness.** The parties may execute this Agreement in multiple counterparts, all of which taken together will constitute a single Agreement binding on the parties, notwithstanding that the parties are not signatories to the same counterpart. This Agreement will be deemed fully executed, and effective as of the Effective Date, when each party has executed at least one counterpart. Any signature of a party to this Agreement that is sent by that party to the other party via a telefax transmission or via an email transmission in a PDF format shall be deemed a binding signature hereto. Each party shall deliver an original signature to the other party upon the other party's request.

G. **Notices.** Notices under this Agreement must be delivered (i) personally, (ii) by overnight delivery by a nationally recognized courier service, or (iii) by email, with the notice also being sent personally, by overnight delivery as set forth above, or by regular U.S. mail. Notices under this Agreement must be sent to the following addresses or to such other or further addresses as a party may hereafter designate by notice:

if to Seller: Jeffrey and Deborah Fogel
26079 W. Grass Lake Road
Antioch, IL 60002
Email: jeff@modelsplusinc.com and
debbie@modelsplusinc.com

with a copy to: Julie Ann Jelinek, Attorney at Law
919 Toft Avenue
Antioch, IL 60002
Email: juliejelinek@sbcglobal.net

if to Purchaser: Lake County Forest Preserve District
1899 West Winchester Road
Libertyville, IL 60048
Attn.: Ken Jones
Email: kjones@lcfpd.org

with a copy to: Burke, Warren, MacKay & Serritella, P.C.
330 North Wabash, 21st Floor
Chicago, IL 60611
Attn: Matthew Norton, Esq.
Email: mnorton@burkelaw.com

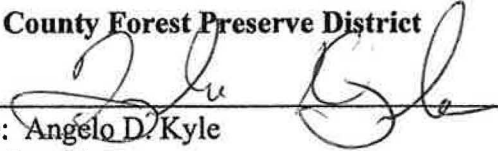
Any notice shall be deemed given upon actual receipt. Nothing in this Section will be deemed to invalidate a notice that is actually received, even if it is not given in strict accordance with this Section.

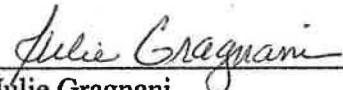
[Signature Page Follows]

The undersigned execute this Agreement on the dates next to their signatures and acknowledge that this Agreement will become effective as of the Effective Date.

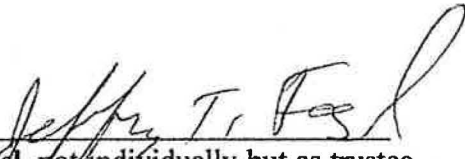
Purchaser:

Lake County Forest Preserve District

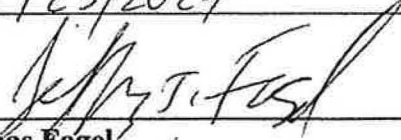
By: 
Name: Angelo D. Kyle
Title: President
Date: AUGUST 14, 2024

Attest:
By: 
Name: Julie Gragnani
Title: Board Secretary
Date: AUGUST 14, 2024

Seller:


Jeffrey T. Fogel, not individually but as trustee
of the Jeffrey T. Fogel Trust under trust
agreement dated the 13th of May, 2021

Date: 7/23/2024


Jeffrey Thomas Fogel

Date: 7/23/2024


Deborah Fogel

Date: 7/23/2024

Exhibit A

General Depiction of Parcel

Exhibit A

Legend



Lake County Forest Preserve District
Land Preservation Department
1959 W Winchester Rd
Libertyville, Illinois 60048
847-968-3351

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

Prepared using information from:
Lake County Department of Information
& Technology, GIS/Mapping Division
18 North County Street
Waukegan, Illinois 60086-4357
847-377-2373



2024 Aerial Photo

Map Prepared 11 June 2024



Exhibit B-1

Form of Temporary Access Easement

[To be Attached]

Exhibit B-2



Depiction of Temporary Access Easement Premises

[Attached]

Exhibit B-2

Lake County Forest Preserve District
Land Preservation and Special Projects
1899 W Winchester Rd
Libertyville, Illinois 60048
847-968-3351

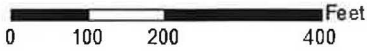
Legend

-  The Property
-  Temporary Access Easement Premises



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

Prepared using information from:
Lake County Department of Information & Technology: GIS/Mapping Division
18 North County Street
Waukegan, Illinois 60085-4357
847-377-2373



2024 Aerial Photo

Map Prepared 3 July 2024



Exhibit C





Seller's Fence Work

[Attached]

Exhibit C

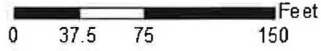
Lake County Forest Preserve District
 Land Preservation and Special Projects
 1899 W Winchester Rd
 Libertyville, Illinois 60048
 847-988-3351

Legend

-  The Property
-  Fence to Remove
-  Fence to Remain
-  Fence to be Installed on Private Property

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

Prepared using information from:
 Lake County Department of Information & Technology: GIS/Mapping Division
 18 North County Street
 Waukegan, Illinois 60085-4357
 847-377-2373



2024 Aerial Photo

Map Prepared 3 July 2024



Real Estate Purchase and Sale Agreement

This Real Estate Purchase and Sale Agreement ("Agreement") is made and entered into as of MARCH 12, 2025 (the "Effective Date") by and among **Lake County Forest Preserve District**, a body politic and corporate organized and existing under the Illinois Downstate Forest Preserve District Act, 70 ILCS 805/0.001 et seq. (the "Act") ("Purchaser"), and **Elliot W. Frank LLC**, an Illinois limited liability company ("Seller"). In consideration of the recitals and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

Section 1. Recitals.

A. Seller currently owns fee simple title to that certain real property consisting of approximately 34.4 acres located at the northwest corner of Rena Avenue and West Highland Avenue, Antioch Township, Illinois, which is generally depicted and legally described on Exhibit A attached hereto (the "Parcel").

B. Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, (i) the Parcel, (ii) the improvements thereon (if any), (iii) all easements, tenements, riparian rights, hereditaments, privileges and appurtenances that run with or are appurtenant to the Parcel, whether or not of record, (iv) the use of all appurtenant and assignable rights-of-way, if any, abutting, adjacent, contiguous or adjoining the Parcel, and (v) all licenses, permits and franchises issued by any government authority relating to the development, use, or operation of the Parcel, running to or in favor of Seller (collectively, the "Premises"), subject to this Agreement.

Section 2. Purchase and Sale; Purchase Price.

Seller agrees to sell the Premises to Purchaser, and Purchaser agrees to purchase the Premises from Seller, subject to the terms of this Agreement. The purchase price for the Premises (the "Purchase Price") is \$960,000.00. Seller shall pay the Purchase Price, plus or minus prorations and adjustments as provided in this Agreement, at Closing through the Closing Escrow (defined in Section 9.B below) by wire transfer or a cashier's or certified check to Chicago Title Insurance Company, 175 E. Hawthorn Parkway, Suite 225, Vernon Hills, IL 60061, Tel: (847) 367-5820, Fax: (847) 918-9729 (the "Title Company"), as escrowee ("Escrowee"), in accordance with wire instructions provided by the Title Company.

Section 3. Parties' Preliminary Obligations and Rights.

A. Seller's Deliveries. Within five (5) days after the Effective Date, Seller shall deliver to Purchaser and Purchaser's attorney copies of all of the following pertaining to the Premises in its possession or control: (i) any and all unrecorded leases, tenancies, licenses, easements, and occupancy rights, all amendments thereto, and all correspondence and notices related thereto; (ii) existing survey(s), topographic surveys, tree inventories, and wetland delineations and assessments of the Premises (the "Assignable Seller Deliveries"); (iii) any environmental reports, including Phase I and Phase II reports; (iv) any and all notices and correspondence regarding compliance with laws, including environmental and zoning laws; and (v) all contracts and services agreements binding on

the Premises and any unrecorded easements, licenses, or other rights to occupy or use the Premises (collectively "Seller's Deliveries"). Seller shall deliver a cover letter with Seller's Deliveries certifying that true, complete and correct copies of all of Seller's Deliveries have been delivered to Purchaser and its attorney.

B. Title Commitment. Seller, at Seller's cost, has obtained a commitment ("Title Commitment") to issue to Purchaser at Closing an ALTA Owner's Title Insurance Policy (2016 version) (i) in the amount of the Purchase Price, (ii) with an extended coverage endorsement over all standard exceptions, (iii) with such other endorsements as Purchaser deems appropriate, (iv) insuring good, marketable, and insurable title to the Premises, and (v) with coverage over any "gap" period, all subject only to the Permitted Exceptions (defined in Section 4.B.4) (the "Title Policy").

C. Survey. Purchaser, at Purchaser's cost, shall obtain an ALTA/NSPS 2016 standard survey of the Premises (the "Survey"), that (i) is prepared by Peklay Surveying Co., Ltd, or another surveyor selected by Purchaser, (ii) is certified in favor of Seller, Purchaser and the Title Company, (iii) complies with all requirements of the Title Company that are conditions to the removal of the survey exception from the standard printed exceptions in the Title Commitment, (iv) is sufficient for the issuance of the Title Policy, (v) contains a certification as to the total acreage and square footage of the Premises, (vi) includes the Table A Items 1, 2, 3, 4, 7(a), 7(b)(1), 7(c), 8, 11, 16, 20 and 21(a), (vii) graphically depicts in relation to the Premises any offsite easements or servitudes benefitting the Premises and disclosed in the Title Commitment provided to the surveyor, and (viii) is provided to Purchaser in PDF formant and MicroStation design file format (or compatible AutoCad digital format that can be converted to MicroStation design file format) in NAD 83 State Plane Coordinates. If the legal description on the Survey differs from the legal description set forth on Exhibit A attached hereto, Seller and Purchaser shall work in good faith to finalize the legal description that will be included on Seller's Deed (as defined herein) so that it accurately depicts the Premises. Purchaser may enter the Parcel to facilitate the Survey. Purchaser shall provide a copy of the Survey to Seller.

D. Environmental Assessments. During the Due Diligence Period (as defined in Section 4.A), Purchaser and its environmental contractor may enter onto the Premises to perform a Phase I Environmental Site Assessment, and any other (i) environmental assessments, reviews, or audits, (ii) tests or borings of the soil on the Parcel, (iii) asbestos testing of any vacant improvements located on the Parcel, and (iv) investigations or analyses concerning the environmental and physical condition of the Parcel (collectively, "Environmental Assessments"). Purchaser shall provide a copy of any completed Environmental Assessment to Seller.

Section 4. Due Diligence Period.

A. Period and License. During the period which begins on the date on which Seller executes this Agreement and ends on the ninetieth (90th) day after the Effective Date (the "Due Diligence Period"), Purchaser may conduct such investigations, inspections, reviews, and analyses of or with respect to the Premises as Purchaser desires, in its sole discretion (the "Due Diligence Activities") including, without limitation, reviews of Seller's Deliveries, the Title Commitment, the Survey, and the Environmental Assessments. By its execution of this Agreement Seller grants to Purchaser a license (irrevocable during the Due Diligence Period), for the use of Purchaser and its agents and contractors, to conduct Due Diligence Activities on the Parcel at any time upon one (1)

day's prior notice to Seller. Purchaser shall have the option to extend the Due Diligence Period for an additional ninety (90) days upon written notice to Seller.

B. Review of Title Commitment and Survey.

1. Identification of Unpermitted Exceptions and Commitment to Cure.

Upon the later to occur of (i) five (5) days after the Effective Date and (ii) five (5) business days following Purchaser's receipt of the Title Commitment and the Survey, Purchaser shall send written notice ("Title Objection Notice") identifying any matter identified in the Title Commitment or Survey that Purchaser determines, in its sole discretion, will adversely affect Purchaser's intended use of the Premises (each, an "Unpermitted Exception", and, collectively, the "Unpermitted Exceptions"). Within five (5) days after receipt of a Title Objection Notice, Seller shall send Purchaser, with respect to each Unpermitted Exception, a written notice (the "Title Objection Notice Response") stating that Seller either: (i) commits, at Seller's cost, to (a) cure or remove the Unpermitted Exception or (b) cause the Title Company to insure over the Unpermitted Exception in a manner satisfactory to Purchaser (a "Commitment to Clear Exceptions") or (ii) will not cure, remove, or cause the Title Company to commit to insure over the Unpermitted Exception. Notwithstanding the process identified in this Section 4.B.1, the following are Unpermitted Exceptions, whether or not identified by Purchaser, that Seller must cure, and not merely insure over, prior to or at Closing and that Seller will be deemed to commit to cure in the Commitment to Clear Exceptions, whether or not Seller identifies them therein: (i) each mechanics', materialmen's, repairmen's, contractors' or other similar lien that encumbers the Premises, unless the lien arises from the acts of Purchaser, (ii) all mortgages, security deeds, and other security instruments that encumber against the Premises, (iii) all past due Real Estate Taxes (defined in Section 9.F) applicable to the Premises, (iv) all judgments against Seller which may constitute a lien against the Premises, and (v) all encroachments onto the Premises as shown on the Survey. Without limiting any of the foregoing, Seller and Purchaser acknowledge that the deed by which Seller took title to the Premises includes a typographical error and incorrectly identifies the Seller (as grantee pursuant to such deed) as "Elliott W. Frank LLC", and that Seller shall cause to be filed and/or recorded any documentation required to correct such error and convey title to Purchaser as required hereunder.

2. Purchaser's Option to Close or Terminate. If, in its Title Objection Notice Response, Seller does not make a Commitment to Clear Exceptions with respect to all Unpermitted Exceptions, then Purchaser, within five (5) days after receiving such Title Objection Notice Response, shall send Seller a written notice (a "Closing/Termination Notice") electing to either: (i) proceed with the Closing, in which case Purchaser shall be deemed to have accepted the uncleared or uninsured Unpermitted Exceptions and shall accept Seller's Deed at Closing subject to the uncleared or uninsured Unpermitted Exceptions or (ii) terminate this Agreement. If Purchaser fails to give a Closing/Termination Notice as provided above, Purchaser shall be deemed to have elected to proceed with the Closing and accept the uncleared or uninsured Unpermitted Exceptions, as set forth in this Section 4.B.2.

3. Seller's Compliance with Commitment to Clear Exception. If Seller makes a Commitment to Clear Exceptions with respect to some or all Unpermitted Exceptions, then, at least five (5) days prior to Closing, Seller shall deliver to Purchaser an updated Title

Commitment, showing that all Unpermitted Exceptions that Seller committed to clear in the Commitment to Clear Exceptions have been cleared. If it fails to do so, then Purchaser, at any time, may either (i) proceed with the Closing and deduct from the Purchase Price the amount reasonably necessary to clear the Unpermitted Exception that Seller committed to, but failed to, clear, in which case Purchaser shall be deemed to have accepted the uncleared or uninsured Unpermitted Exception and shall accept Seller's Deed at Closing subject to the uncleared or uninsured Unpermitted Exception or (ii) terminate this Agreement.

4. Permitted Exceptions. Any matter of record shown in the Title Commitment that is (i) not objected to by Purchaser in a Title Objection Notice or (ii) is an uncleared or uninsured Unpermitted Exception that is deemed accepted by Purchaser pursuant to Section 4.B.2 or Section 4.B.3, is a "Permitted Exception."

5. Effect of Termination. In the event of a termination pursuant to Section 4.B.2 or Section 4.B.3, neither party shall have any claim or obligation under this Agreement, unless an Unpermitted Exception was caused by a willful or wrongful act or omission of Seller, in which case Purchaser may pursue any and all remedies available at law or in equity.

C. Review of Environmental Assessments. If Purchaser determines, in its sole discretion, through its review of an Environmental Assessment, that there exists within the Premises a condition that (i) may require environmental clean-up, remediation, or (in the case of underground and above ground storage tanks (collectively, "Storage Tanks")) removal, and (ii) may adversely affect Purchaser's intended use of the Premises, then, no later than the expiration of the Due Diligence Period, Purchaser may send Seller either (i) a written notice terminating this Agreement, in which event neither party shall have any further liability to the other or (ii) a written notice describing the clean-up work, remediation work, or removal of any Storage Tanks (collectively, the "Environmental Work") in reasonable detail and requesting that Seller either (a) perform or cause to be performed the described Environmental Work before Closing or (b) provide Purchaser with a credit at Closing for the costs and expenses of the Environmental Work (a "Remediation Notice"). Within five (5) days after receiving a Remediation Notice, Seller shall provide Purchaser with a written notice stating whether Seller (i) will comply with Purchaser's request to perform the Environmental Work before Closing or provide a credit at Closing or (ii) declines to perform the Environmental Work before Closing or provide the requested credit (a "Remediation Notice Response"). If Seller does not timely provide a Remediation Notice Response, it will be deemed to have declined to either perform the Environmental Work or provide a credit.

D. Purchaser's Right to Terminate. Not later than the last day of the Due Diligence Period (the "Approval Deadline"), Purchaser may deliver to Seller a written notice stating that, based on the results of the Due Diligence Activities, the Premises are not suitable for Purchaser's intended uses, as determined by Purchaser in its sole and absolute discretion and that Purchaser has elected to terminate this Agreement ("Termination Notice"). In the event of a termination pursuant to this Section 4.D, neither party shall have any claim or obligation under this Agreement.

E. Restoration. If a Due Diligence Activity damages the Parcel, and the transaction contemplated in this Agreement does not close, then Purchaser shall restore the Parcel to a condition

that is substantially the same as its condition prior to the performance of such Due Diligence Activity.

Section 5. Seller's Representations and Warranties.

A. General Representations and Warranties. Seller, and the person executing this Agreement on Seller's behalf, represent and warrant to Purchaser that as of the date hereof and as of the date of Closing:

- (i) Seller has not entered into any agreements or granted any options pursuant to which any third party has the right to acquire all or any portion of the Premises or any interest therein;
- (ii) there are not now and will not be at Closing, any leases, tenancies, licenses, concessions, franchises, options or rights of occupancy or purchase, service or maintenance contracts or other contracts which will be binding upon Purchaser or the Premises after the Closing, except for a farm lease which Seller is currently negotiating (the ("Farm Lease");
- (iii) the Premises are not affected by or subject to: (a) any pending or, to the best of Seller's knowledge, threatened condemnation suits or similar proceedings, (b) other pending or, to the best of Seller's knowledge, threatened claims, charges, complaints, petitions or unsatisfied orders by or before any administrative agency or court, or (c) any pending or, to the best of Seller's knowledge, threatened claims, suits, actions, complaints, petitions or unsatisfied orders by or in favor of any party whatsoever;
- (iv) to the best of Seller's knowledge, there are no threatened requests, applications or proceedings to alter or restrict the zoning or other use restrictions applicable to the Premises;
- (v) to the best of Seller's knowledge, there are no unrecorded easements, liens or encumbrances affecting the Premises;
- (vi) Seller has received no written notice of, and to the best of Seller's knowledge, there is not any violation of any law, ordinance, order, regulation or requirement, including, but not limited to, building, zoning, environmental, safety and health ordinances, statutes, regulations and requirements issued by any governmental or municipal body or agency having jurisdiction over the Premises;
- (vii) to the best of Seller's knowledge and except as disclosed in the Environmental Assessments: (a) any use of the Parcel for the generation, storage or disposal of any (1) asbestos, (2) petroleum, (3) explosives, (4) radioactive materials, wastes or substances, or (5) any substance defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601, et seq., the Hazardous Materials Transportation Act (49 U.S.C. 1802), the Resource Conservation and Recovery Act (42 U.S.C. 6901), or in any other Applicable Law (as defined in Section 13.D.2)

governing environmental matters ("Environmental Laws") (collectively, "Hazardous Materials") has been in compliance with all Environmental Laws, (b) there are not any Hazardous Materials present on the Parcel, (c) the Parcel is currently in compliance with all Environmental Laws; and (d) there are currently no Storage Tanks on the Parcel and any Storage Tanks formerly located on the Parcel were removed in compliance with all Environmental Laws;

- (viii) except as disclosed in Seller's Deliveries, Seller has received no written notice of: (a) any pending or threatened action or proceeding arising out of the presence of Hazardous Materials on the Real Estate or (b) any alleged violation of any Environmental Laws;
- (ix) Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986;
- (x) Seller has the requisite power and authority to enter into and perform the terms of this Agreement and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary trustee, executory, and individual action and authority, do not violate any agreement to which Seller is a party, and no other proceedings on Seller's part are necessary in order to permit Seller to consummate the transaction contemplated hereby;
- (xi) Neither Seller nor any of its affiliates have (i) commenced a voluntary case or had entered against them a petition for relief under any applicable law relative to bankruptcy, insolvency, or other relief for debtors, (ii) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator, or similar official in any federal, state or foreign judicial or non-judicial proceeding to hold, administer, and/or liquidate all or substantially all of their respective assets, (iii) had filed against them any involuntary petition seeking relief under any applicable law relative to bankruptcy, insolvency, or other relief to debtors which involuntary petition is not dismissed within 60 days, or (iv) made a general assignment for the benefit of creditors; and
- (xii) the person executing this Agreement on behalf of Seller is fully authorized to do so and, by doing so, to bind Seller to its obligations under this Agreement.

At Purchaser's request, Seller shall reconfirm all representations and warranties set forth in this Section 5 as true, accurate, and complete on and as of Closing.

B. Survival; Indemnification. Seller's representations and warranties shall survive Closing. Seller agrees to indemnify, hold harmless, and defend Purchaser and its successors and assigns, from and against any and all claims, demands, losses, liens, costs, expenses (including reasonable attorneys' fees and court costs), damages, liabilities, judgments or decrees of whatsoever kind or nature which, directly or indirectly, are caused by, result from, arise out of, or occur in any manner in connection with any material inaccuracy in the representations or

warranties contained herein. The preceding indemnity and hold harmless shall not apply to matters attributable to acts or omissions of the Purchaser or third parties, or which arise after Closing.

Section 6. Seller's Covenants and Agreements.

Seller covenants and agrees with Purchaser from the Effective Date until the Closing:

- (i) Seller shall not make, enter into, grant, amend, extend, renew or grant any waiver or consent under any lease, tenancy, easement, license or other agreement allowing the use or occupancy of all or any portion of the Parcel, without Purchaser's prior written consent,
- (ii) Seller shall not enter into or amend any contracts, agreements or undertakings that will be binding upon Purchaser or the Parcel, without Purchaser's prior written consent,
- (iii) Seller shall not create, or allow the creation of, any encumbrance on the title of the Premises, without Purchaser's prior written consent (except for any Permitted Exceptions),
- (iv) Seller shall not take any action, directly or indirectly, to encourage, initiate, or engage or participate in discussions or negotiations with any third party concerning a potential sale of all or any portion of, or any interest in, the Premises,
- (v) Seller shall promptly inform Purchaser of any developments which would cause any of its representations or warranties contained in this Agreement to be no longer materially accurate,
- (vi) Seller, at its own expense, and before Closing, shall completely remove all materials, equipment, signs, personal property, garbage and debris located at or on the Premises in accordance with all Applicable Laws, and
- (viii) Seller shall continue to maintain and keep the Parcel in its current condition, will use commercially reasonable efforts to comply with all Applicable Laws materially affecting it, and will pay taxes and mortgage payments on it as they become due.

Section 7. Bulk Sales/Illinois Income Tax Withholding.

At least thirty (30) days prior to the Closing, Seller shall notify the Illinois Department of Revenue (the "Department") of the intended sale of the Premises and request the Department to make a determination as to whether Seller has an assessed, but unpaid, amount of tax, penalties, or interest under 35 ILCS 5/902(d) or 35 ILCS 120/5j (the "Act"). At or prior to the Closing, Seller shall deliver to Purchaser evidence that the sale of the Premises to Purchaser hereunder is not subject to, and does not subject Purchaser to liability under the Act. Purchaser may, at the Closing, deduct and withhold from the proceeds that are due Seller the amount necessary to comply with the withholding requirements imposed by the Act, provided that such amounts are deposited in escrow at Closing and released to Seller upon obtaining a release from the Department or otherwise satisfying any amounts due under the Act. Seller shall indemnify, defend and hold

harmless Purchaser, and its commissioners, officers, employees, agents, successors and assigns, harmless from any and all obligations, liabilities, claims, demands, losses, expenses or damages arising from Seller's failure to (i) provide any required notice of its sale of the Premises to the appropriate state, county or municipal governmental authorities, (ii) pay any and all taxes and other amounts due in connection with its ownership, operation or sale of the Premises, or (iii) otherwise comply with any bulk sales laws of the State of Illinois or County of Lake. The foregoing indemnity shall survive the Closing Date.

Section 8. Conditions Precedent to Closing. Purchaser's obligation to close is subject to each and all of the following conditions being satisfied or waived by Purchaser, in writing (the "Purchaser Closing Contingencies"):

- (i) all of Seller's representations and warranties contained in this Agreement, must be materially true and correct on the date hereof and as of the Closing Date,
- (ii) Seller must have timely performed all of its obligations under this Agreement,
- (iii) all conditions precedent to Purchaser's obligation to close on the transaction contemplated in this Agreement must have been satisfied or waived as of the Closing Date,
- (iv) Seller must have delivered all items required to be delivered by Seller pursuant to Section 9.C, and
- (v) the Title Company has issued or is irrevocably committed to issue the Title Policy.
- (vi) Seller and Purchaser shall have executed an assignment and assumption of the Farm Lease in form reasonably acceptable to both Seller and Purchaser (the "Farm Lease Assignment and Assumption").

If a Purchaser Closing Contingency is not satisfied because of a default by Seller, Purchaser will have all of its rights under Section 13.E.1.

Section 9. Closing.

A. Conveyance and Possession. At Closing, Seller shall convey fee simple title to the Premises to Purchaser by delivery of Seller's warranty deed ("Seller's Deed") in recordable form conveying fee simple title to the Premises, subject to the Permitted Exceptions. Seller shall deliver full and complete possession of the Premises to Purchaser upon Closing.

B. Time, Place; Closing Escrow. The consummation of the transaction contemplated hereunder ("Closing") shall occur on (i) the tenth (10th) business day following the expiration of the Due Diligence Period or (ii) another date mutually agreed to in writing by the parties (the "Closing Date"). The Closing shall be at the office of the Title Company. The parties need not physically attend the Closing. On or before Closing, an escrow shall be established by the respective counsel for Purchaser and Seller in the usual form of deed and money escrow agreement then in use by Title

Company with such changes made as may be necessary to conform with the provisions of this Agreement (“Closing Escrow”). The Closing shall be a “New York” style closing.

C. Seller Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Purchaser the following, in each case, fully executed (as applicable) and in the form provided by Purchaser or the Title Company, except for item (i) below which shall be prepared by Seller:

- (i) evidence reasonably satisfactory to the Title Company of the authority of Seller to consummate the transaction set forth in this Agreement, to the extent such authority is not apparent in the documents recorded when Seller acquired title to the Premises,
- (ii) Seller’s Deed and a bill of sale (with general warranty of title) and other instruments of transfer and conveyance transferring the Premises to Purchaser free of all liens other than the Permitted Exceptions,
- (iii) to the extent required by the Title Company, a “gap” undertaking in customary form and substance for the “gap” period” through the Closing Date or the date of recording, as the case may be,
- (iv) a current form of ALTA Statement in customary form and substance as required by the Title Company,
- (v) a counterpart to the closing statement,
- (vi) real estate transfer declarations or exemptions required by Applicable Laws,
- (vii) at Purchaser’s request, a certification that all representations or warranties contained in Section 5 are true, accurate, and complete as of the Closing Date,
- (viii) at Purchaser’s request, an assignment of the Assignable Seller Deliveries in form and substance reasonably acceptable to Purchaser,
- (ix) at Purchaser’s request, a Certification of Voluntary Transaction Involving Land Sale within five (5) business days following written notice from Purchaser,
- (x) all other documents, certificates, forms and agreements required by this Agreement or Applicable Law or customarily required by the Title Company, in order to close the transaction, including any instrument, assurance or deposit required for the Title Company to insure over Unpermitted Exceptions in such form, terms, conditions and amount as may be required by the Title Company,
- (xi) such additional information, materials, affidavits, including a Plat Act affidavit, and certificates as Purchaser or the Title Company reasonably requests to evidence Seller’s compliance with its obligations under this Agreement, including without limitation, evidence that all consents and approvals required as a condition to Purchaser’s obligation to close hereunder have been obtained, title affidavits, such affidavits and

indemnities as the Title Company may reasonably require to issue the Title Policy, the “gap” coverage and all endorsements and any other documents expressly required by this Agreement to be delivered by Seller at Closing, or as may be reasonably required by the Title Company or by law,

- (xii) a non-foreign affidavit sufficient in form and substance to relieve Purchaser of any and all withholding obligations under Section 1445 of the Internal Revenue Code,
- (xiii) a marked-up signed Title Commitment or Title Policy,
- (xiv) Seller's counterpart of the Farm Lease Assignment and Assumption, and
- (xv) a release of liens from all real estate brokers, finders and salespersons with respect to this Agreement.

D. Purchaser’s Deliveries. At the Closing, Purchaser shall deliver or cause to be delivered to Seller the following, in each case, fully executed (as applicable) and in form and substance reasonably satisfactory to Seller:

- (i) the Purchase Price, subject to the adjustments contemplated herein,
- (ii) a counterpart to the closing statement,
- (iii) all other documents, certificates, forms and agreements required by this Agreement or Applicable Law or customarily required by the Title Company to close the transaction,
- (iv) Purchaser's counterpart of the Assignment to the Farm Lease Assignment and Assumption, and
- (v) such additional information and materials as the Title Company and Seller reasonably request to evidence Purchaser’s compliance with its obligations under this Agreement or as otherwise required to be delivered by Applicable Laws.

E. Closing Costs. Seller shall pay (i) 50% of the Title Company’s closing fees, (ii) the premium for the Title Policy, including an extended coverage endorsement, and (iii) Seller’s own attorneys’ fees. Purchaser shall pay (i) 50% of the Title Company’s closing fees, (ii) 100% of the costs incurred in recording Seller’s Deed, (iii) the cost of all title insurance endorsements, except the extended coverage endorsement, (iv) the cost of the Survey, (v) any costs incurred in connection with Purchaser’s Due Diligence Activities (specifically excluding, however, the cost of any Environmental Work, which shall be a Seller expense), (vi) Purchaser’s own attorneys’ fees, and (viii) any transfer taxes (or exempt stamp fee) imposed by the State of Illinois or Lake County.

F. Prorations. All ad valorem, special tax roll, or other real estate taxes, charges, and assessments, including special assessments and special service area taxes, affecting the Premises (collectively, “Real Estate Taxes”) shall be prorated on an accrual basis and on a per diem basis, disregarding any discount or penalty and on the basis of the fiscal year of the authority levying the

same. All outstanding Real Estate Taxes for the Premises shall be paid by Seller at Closing. If any outstanding Real Estate Taxes have not been finally assessed as of the Closing Date, including the 2024 and 2025 Real Estate Taxes, they shall be prorated based upon 105% of the latest available Real Estate Tax bill for the Premises, and all such prorations shall be final. In the event that the 2024 real estate tax bill has been issued as of the Closing Date, Seller shall pay said bill at or prior to Closing. All water, sewer, and other utility charges, if any, shall also be prorated as of Closing. All Real Estate Taxes and utility charges for the day of Closing shall accrue to Seller.

Section 10. Casualty; Condemnation.

The risk of loss due to fire, other casualty, or condemnation remains with Seller until after Closing. If, prior to Closing, any such loss occurs or any condemnation action is filed, then Purchaser may terminate this Agreement, in which case neither Purchaser nor Seller shall have any further liability hereunder, unless Purchaser's acts or omissions related to such loss or action violate its obligations under this Agreement, including the representations and warranties in Section 5.A or the covenants and agreements in Section 6.

Section 11. Brokers.

Seller and Purchaser each represents and warrants to the other that it knows of no broker or other person or entity who has been instrumental in submitting or showing the Premises to Purchaser, other than Robert E. Frank Real Estate Inc. ("**Broker**"). If any claim for a broker's commission, finder's fee, or similar payment in connection with the transaction contemplated in this Agreement is asserted against Seller by any person other than the Broker, Purchaser shall indemnify and hold harmless Seller from and against any damage, liability, or expense, including costs and reasonable attorneys' fees that Seller incurs because of such claim, if the claim is based upon any statement, representation, or agreement alleged to have been made or entered into by Purchaser. If any such claim is asserted against Purchaser, Seller shall indemnify and hold harmless Purchaser from and against any damage, liability or expense, including costs and reasonable attorneys' fees that Purchaser incurs because of such claim, if the same is based upon any statement, representation, or agreement alleged to have been made or entered into by Seller.

Section 12. Patriot Act.

A. Definitions. All capitalized words and phrases and all defined terms used in the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "**Patriot Act**") and in other statutes and all orders, rules and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001, are collectively referred to as the "**Patriot Rules**" and are incorporated into this Section.

B. Representations and Warranties. Purchaser and Seller hereby represent and warrant, each to the other, that each and every "person" or "entity" affiliated with each respective party or that has an economic interest in each respective party or that has or will have an interest in the transaction contemplated by this Agreement or in any property that is the subject matter of this

Agreement or will participate, in any manner whatsoever, in the purchase and sale of the Premises is, to the best of Purchaser's or Seller's knowledge:

- (i) not a "blocked" person listed in the Annex to Executive Order Nos. 12947, 13099 and 13224,
- (ii) in full compliance with the requirements of the Patriot Rules and all other requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("OFAC"),
- (iii) operated under policies, procedures and practices, if any, that are in compliance with the Patriot Rules and available to each other for review and inspection during normal business hours and upon reasonable prior notice,
- (iv) not in receipt of any notice from the Secretary of State or the Attorney General of the United States or any other department, agency or office of the United States claiming a violation or possible violation of the Patriot Rules,
- (v) not listed as a Specially Designated Terrorist or as a blocked person on any lists maintained by the OFAC pursuant to the Patriot Rules or any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC issued pursuant to the Patriot Rules or on any other list of terrorists or terrorist organizations maintained pursuant to the Patriot Rules,
- (vi) not a person who has been determined by competent authority to be subject to any of the prohibitions contained in the Patriot Rules, and
- (vii) not owned or controlled by or now acting and or will in the future act for or on behalf of any person or entity named in the Annex or any other list promulgated under the Patriot Rules or any other person who has been determined to be subject to the prohibitions contained in the Patriot Rules.

C. Mutual Notice; Termination. Each party covenants and agrees that in the event it receives any notice that it or any of its beneficial owners or affiliates or participants become listed on the Annex or any other list promulgated under the Patriot Rules or indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, the party that receives such notice shall immediately notify the other (the "Non-Blocked Party") and the effect of the issuance of a notice pursuant to the Patriot Rules is that the Non-Blocked Party may elect to either: (i) obtain permission from OFAC to proceed with the Closing, in which case, the Closing Date shall be delayed until such permission is obtained, or (ii) send written notice to the other party terminating this Agreement, in which event the parties shall have no further rights or obligations under this Agreement, except for those rights, liabilities or obligations that survive a termination of this Agreement.

Section 13 . General Provisions.

A. Integration; Modification. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, and negotiations pertaining thereto. It may be modified only by a written amendment or other agreement that is lawfully approved and executed by both parties.

B. Further Actions. The parties shall execute all documents and take all other actions consistent with this Agreement that are reasonably necessary to consummate the transaction contemplated in this Agreement.

C. Confidentiality. In addition to Seller's confidentiality obligations pursuant to Section 13.F.1.b, Seller shall keep all negotiations, information, and documents related to this Agreement (including without limitation any appraisals or financial information) (collectively, "Negotiation Information"), strictly confidential and shall not disclose (and shall cause their attorneys, consultants, and agents not to disclose) Negotiation Information to any third party, without Purchaser's prior written consent, which consent may be granted or withheld in Purchaser's sole discretion. Seller acknowledges that such disclosure may negatively impact Purchaser's ability to fulfill its statutory mission to acquire, and negotiate for the acquisition of, other lands. The obligations of this Section will survive Closing or the termination of this Agreement. Nothing in this Section will be deemed to prohibit disclosure of any information that is generally available to the public.

D. Interpretation.

1. Presumption. There is no presumption that this Agreement is to be construed for or against Seller or Purchaser, or either party as the principal author of the Agreement. Instead, this Agreement shall be interpreted in accordance with the general tenor of the language in an effort to reach the intended result.

2. Compliance with Applicable Laws; Governing Law. In performing their obligations under this Agreement, the parties shall comply with all applicable federal, state, and local statutes, regulations, requirements, ordinances, and other laws ("Applicable Laws"). The internal laws of the State of Illinois, without regard to its conflict of laws rules, shall govern the interpretation of this Agreement.

3. Headings and Exhibits. The Section headings in this Agreement are used as a matter of convenience and do not define, limit, construe or describe the scope or intent of the text within such headings. The following Exhibit attached hereto is incorporated herein as an integral part of this Agreement:

Exhibit A: Legal Description and General Depiction of Parcel

4. Non-Waiver. Except as expressly provided in this Agreement, the mere failure by a party to insist upon the strict performance of any obligation of this Agreement or to exercise any right or remedy related to a default thereof shall not constitute a waiver of its rights. If a party does waive a right under this Agreement, that waiver shall not be deemed a waiver of any other right.

5. Severability. If any provision of this Agreement is invalid or unenforceable against any party under certain circumstances, then this Agreement will be deemed to be amended by deleting such provision. This Agreement will be enforceable, as amended, to the fullest extent allowed by Applicable Laws and so long as the amendment does not result in a failure of consideration.

6. Time. Time is of the essence in the performance of this Agreement. If any date upon which action is required under this Agreement is a Saturday, Sunday, or legal holiday, the date will be extended to the first business day after such date that is not a Saturday, Sunday or legal holiday.

E. Enforcement.

1. Default.

a. Purchaser Default. If Purchaser fails to perform an obligation under this Agreement, and does not, within five (5) days after receiving written notice from Seller of such failure, either (i) cure such failure or (ii) if such failure cannot reasonably be cured within five (5) days, commence and diligently pursue a cure for such failure, then Seller may terminate this Agreement as its sole and exclusive remedy.

b. Seller Default. If (i) Seller fails to perform an obligation under this agreement or (ii) any representation or warranty made by Seller hereunder is or becomes materially untrue as the result of an act or omission of Seller, and Seller does not, within five (5) days after receiving written notice from Purchaser of such failure, either (i) cure such failure or take action to cause such representation or warranty to become materially true or (ii) if such failure cannot reasonably be cured within five (5) days or if such action cannot reasonably be completed within five (5) days, commence and diligently pursue a cure for such failure or such action, then, Purchaser may terminate this Agreement or pursue any other remedy available at law or equity, including without limitation an action for specific performance.

2. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3. Prevailing Party Attorney Fees. In any litigation filed to enforce this Agreement, the prevailing party will be entitled to recover from the other party its reasonable attorney's fees, litigation expenses, and court costs at trial and on appeal that are incurred in such litigation.

4. Venue. Venue for any litigation concerning the enforcement of this Agreement shall be in the Circuit Court of Lake County, Illinois, or the federal district court for the Northern District of Illinois.

F. Execution of Agreement.

1. Board Approval Required.

Lake Villa, IL 60046
Email: Dan@VenturiLaw.com

if to Purchaser: Lake County Forest Preserve District
1899 West Winchester Road
Libertyville, IL 60048
Attn.: Ken Jones
Email: kjones@lcfpd.org

with a copy to: Burke, Warren, MacKay & Serritella, P.C.
330 North Wabash, 21st Floor
Chicago, IL 60611
Attn: Rachel D. Wanroy, Esq.
Email: rwanroy@burkelaw.com

Any notice shall be deemed given upon actual receipt. Nothing in this Section will be deemed to invalidate a notice that is actually received, even if it is not given in strict accordance with this Section.

Section 14. §1031 Exchange.

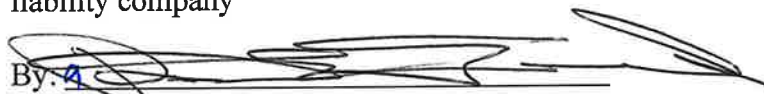
Purchaser and Seller may each effect a tax-deferred exchange (each, an “Exchange”) in accordance with Section 1031 of the Internal Revenue Code of 1986, as amended, which Exchange will involve an exchange of another property or properties, and the Property, so long as same does not postpone the Closing Date. Each party agrees to accommodate the other party by participating in the Exchange provided that (a) the non-exchanging party shall not incur any cost, expense or liability in connection with the exchanging party’s Exchange, (b) the exchanging party shall indemnify, defend and hold the non-exchanging party harmless from and against any and all cost, loss, liability and expenses arising out of or in connection with the exchanging party’s Exchange, (c) such Exchange is carried out in accordance with all applicable laws and all documentation concerning the Exchange shall be reasonably satisfactory to the non-exchanging party and its attorneys, (d) such Exchange does not adversely affect the non-exchanging party in any material respect, regarding the terms and conditions of the transaction, and (e) such Exchange does not have an adverse effect on title set forth in this Agreement. The terms and provisions of this Section 19 shall survive the Closing.

[Signature Pages Follow]

The undersigned execute this Agreement on the dates next to their signatures and acknowledge that this Agreement will become effective as of the Effective Date.

Seller:

Elliot W. Frank LLC, an Illinois limited liability company

By: 


Name: Robert E. Frank

Title: Agent/Manager

Date: 2/08/05

Purchaser:

Lake County Forest Preserve District

By: 
Name: Jessica Vealitzek
Title: President
Date: 3-12-2025

Attest:


By: 
Name: Julie Gragnani
Title: Board Secretary
Date: 3-12-2025

Exhibit A

Legal Description and General Depiction of Parcel

THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 25, TOWNSHIP 46 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 1320.0 FEET THEREOF), IN LAKE COUNTY, ILLNOIS

PIN: 01-25-100-008
01-25-100-009 (Portion)

Exhibit A

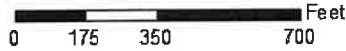
Legend

 Forest Preserve Property  The Property

Lake County Forest Preserve District
Land Preservation and Special Projects
1899 W Winchester Rd
Libertyville, Illinois 60048
847-969-3351

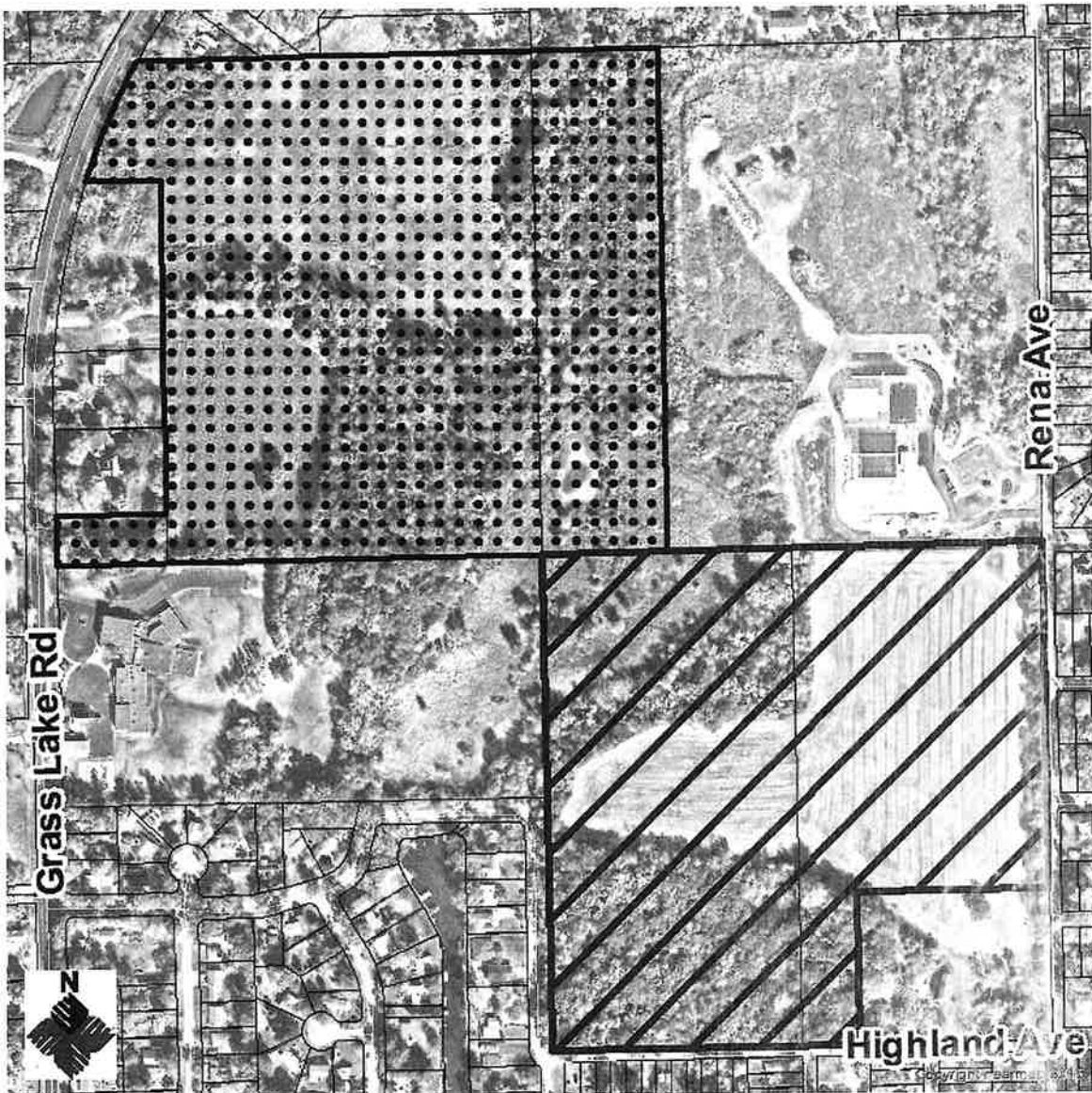
Courtesy Copy Only.
Property boundaries indicated are provided
for general location purposes. Wetland
and flood limits shown are approximate and
should not be used to determine setbacks for
structure or as a basis for purchasing property.

Prepared using information from:
Lake County Department of Information
& Technology: GIS/Mapping Division
18 North County Street
Waukegan, Illinois 60085-4367
847-377-2373



2024 Aerial Photo

Map Prepared 10 February 2025



Attestation of No Double Counting and No Net Harm



Carbon Credits for Lotus Country and Brownlee Properties Attestation of No Double Counting of Credits & No Net Harm

I am the Manager of Restoration Ecology of the Lake County Forest Preserve District and make this attestation regarding the no double counting of credits and no net harm from this tree preservation project, Carbon Credits for Lotus Country and Brownlee Properties.

1. Project Description

The Project that is the subject of this attestation is described more fully in both our Application and our Project Design Document (PDD), both of which are incorporated into this attestation.

2. No Double Counting by Applying for Credits from another Registry

The Lake County Forest Preserve District has not and will not seek credits for CO₂ for the project trees or for this project from any other organization or registry issuing credits for CO₂ storage.

3. No Double Counting by Seeking Credits for the Same Trees or Same CO₂ Storage

The Lake County Forest Preserve District (LCFPD) has not and will not apply for a project including the same trees as this project nor will it seek credits for CO₂ storage for the project trees or for this project in any other project or more than once. LCFPD checked the location of the Project Area against the Registry-provided geospatial database, which contains geospatial data on the project areas of all registered urban forest carbon preservation projects to date. LCFPD has determined that there is no overlap of Project Area or Project Trees with any registered urban forest carbon preservation project.

4. No Net Harm

The trees preserved in this project will produce many benefits, as described in our Application and PDD. Like almost all urban trees, the project trees are preserved for the benefits they deliver to people, communities, and the environment in a metropolitan area.

The project trees will produce many benefits and will not cause net harm. Specifically, they will not:

- Displace native or indigenous populations
- Deprive any communities of food sources
- Degrade a landscape or cause environmental damage

Signed on August 26th in 2025, by Matthew Ueltzen for the Lake County Forest Preserve District.

Signature

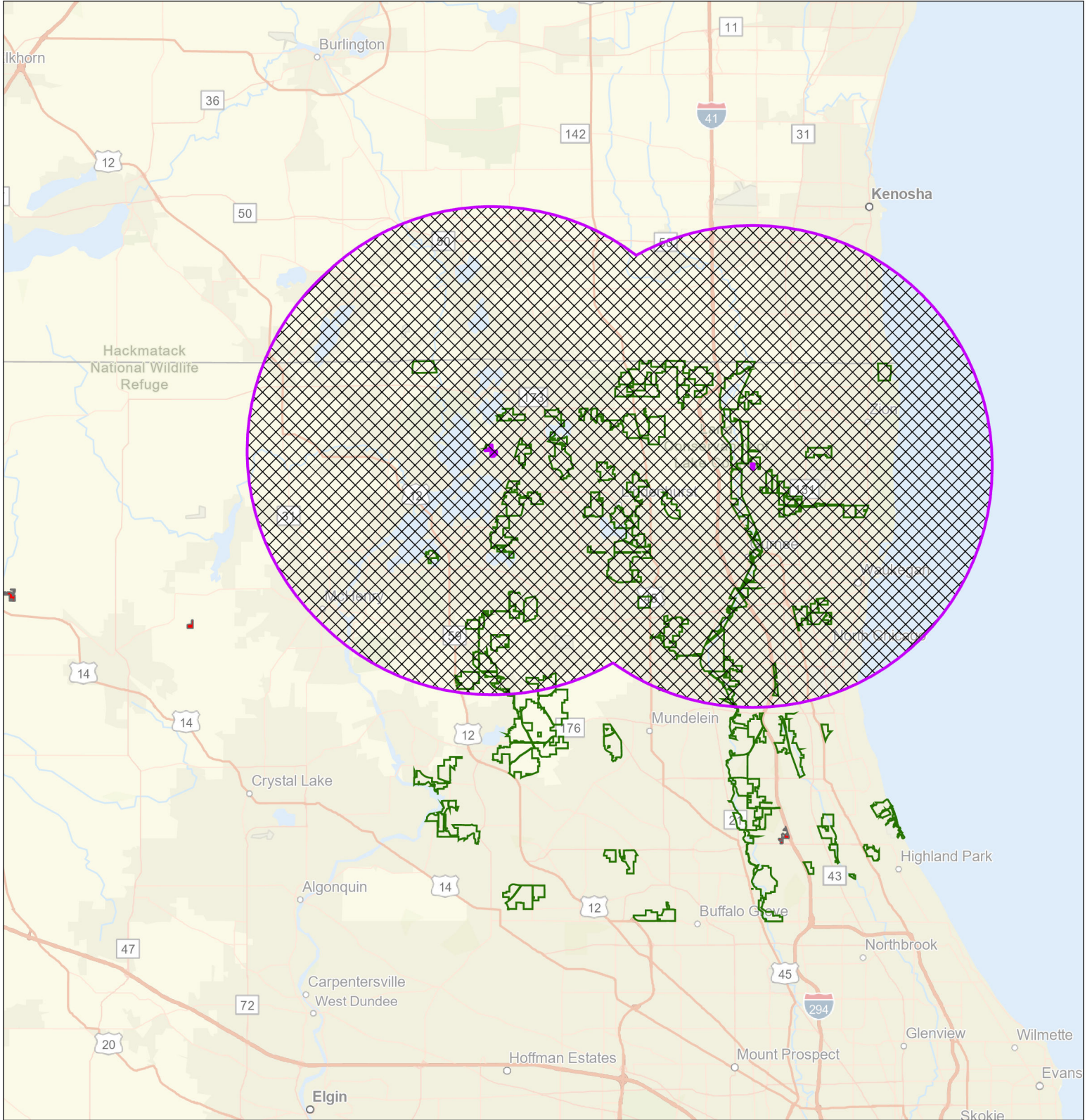
847-968-3290

Phone

muelzen@LCFPD.org

Email

LAKE COUNTY FOREST PRESERVES - CARBON PRESERVATION PROJECT NO DOUBLE COUNTING MAP



Disclaimer: Property Boundaries and other data provided is for general information only and not for commercial purposes. The District provides this data for the user's exclusive use only. Any re-use, transmission, duplication, or distribution without the permission of the District is prohibited. Map sources include: Lake County GIS Division | Basemap: 2024 Aerial



**Lake County
Forest Preserves**

Map Created on 8/7/2025

0 14,500 29,000



L
E
G
E
N
D



City Forest Credits - Existing Preservation Projects



LCFPD Project Areas (with 10 mile buffer - no overlapping projects)



Forest Preserve Boundaries

Attestation of Additionality



Carbon Credits for Lotus Country and Brownlee Properties Attestation of Additionality

I am the Manger of Restoration Ecology of the Lake County Forest Preserve District and make this attestation regarding additionality from this tree preservation project, Carbon Credits for Lotus Country and Brownlee Properties.

- Project Description
 - The Project that is the subject of this attestation is described more fully in the Application and the Project Design Document (PDD), both of which are incorporated into this attestation.
- Prior to the Preservation Commitment, the trees in the Project Area were not protected via easement or recorded encumbrance or in a protected zoning status that preserves the trees
- Prior to the Preservation Commitment, the zoning in the Project Area allowed for a non-forest use.
- Prior to the Preservation Commitment, the trees in the Project Area passed one of three tests to demonstrate a threat or risk of removal or conversion out of forest
- The Lake County Forest Preserve District recorded in the public land records an easement, covenant, or deed restriction specifically protecting the trees for the project duration of 40 years.
- Additionality is also embedded in the quantification methodology that our project followed. Projects cannot receive, and the project will not receive, credits for trees that would have remained had development occurred, nor can they receive soil carbon credits for soil that would have been undisturbed had development occurred. The project also had to apply a discount to credited carbon for potential displaced development due to the project.
- Project Implementation Agreement for Project Duration
 - The Lake County Forest Preserve District signed a Project Implementation Agreement with City Forest Credits for 40 years.
- Financial Additionality
 - The successful preservation of carbon stock on the Project Area over the 40-year Project Duration requires stewardship and maintenance to manage forest health, including the increased risk of pests, disease, and invasive species encroachment in urban and peri-urban areas. The Project Operator has no guaranteed source of long-term maintenance funding outside of the carbon revenues. The Lake County Forest Preserve District does not have habitat maintenance funds in any of the general operating budgets.
 - The revenue from the sale of carbon credits will play a material role in the successful and durable preservation of the Project Area's carbon stock by providing funding for stewardship and maintenance that ensure the forest's long-term health and resilience. The Lake County Forest Preserve District will utilize the carbon revenues to ensure the Lotus Country and Brownlee properties have funding to ensure the health of the trees and habitat.

- Prior consideration: The Lake County Forest Preserve District has been aware of City Forest Credits' carbon credit project since its 3-year tree planting and preservation project in 2019. A Notice of Intent was not necessary for this project.

Signed on October 28th in 2025, by Matt Ueltzen, for Lake County Forest Preserve District.



Signature

Matt Ueltzen

Printed Name

847-2676230

Phone

MUeltzen@lcpd.org

Email

Carbon Quantification Tool

CITY FOREST CREDITS - PRESERVATION CARBON QUANTIFICATION CALCULATOR

Credit calculator for use with standard carbon stock tables (Section 10.1.A)

City Forest Credits - Preservation Protocol Carbon Quantification Calculator

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Project Operator	LCFPD
Project Name	Lotus Country and Brownlee
Project Location	Lake County, IL

Carbon Quantification Summary

26.520	Total Project Area Acres
37.26377451	Biomass tC/ac
136.6	Biomass tCO2e/ac
3,624	Accounting Stock, tCO2e
62%	Fraction at risk of tree removal
2,243	Avoided Biomass Emissions, tCO2e
11%	Avoided impervious surface, percent
3.0035	Avoided impervious surface, acres
360	Avoided Soil Carbon Emissions, tCO2e
18.3%	Displacement
410	Displaced Biomass Emissions, tCO2e
109	Displaced Soil Emissions
1,833	Credits from Avoided Biomass Emissions, tCO2e
251	Credits from Avoided Soil Emissions, tCO2e
2,084	Total Credits attributed to the project, tCO2e
208	Registry Reversal Pool Account (10%), tCO2e

Protocol Section Supplemental Information/Notes

	include project area for all parcels enrolled in carbon project
11.1.A	use appropriate GTR table and stand age, use bottom half of table, find years on the left and use 'total nonsoil' number
11.1.A	
11.1.A	
11.2	Based on zoning - see 11.2 in preservation protocol
11.2	
11.3	Based on zoning - see 11.4 in preservation protocol
11.3	
11.3	
11.4	Fraction of avoided development that cannot be served by development or re-development of existing non-treed properties within the urban area
11.4	
11.4	Assumes that redevelopment causes increase in impervious surface on redeveloped parcels

1,875	Total credits issued to the project, tCO2e
71	Total credits issued to the project, tCO2e/acre

Year	Credits Issued This Year	Cumulative Credits Issued	Buffer Credits Issued
1	1875	1875	208
2	0	1875	0
3	0	1875	0
4	0	1875	0
5	0	1875	0

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Project Operator
 Project Name
 Project Location
 Stand & Zoning

Carbon Quantification Summary

19.490	Total Project Area Acres
26.96	Biomass tC/ac
98.9	Biomass tCO ₂ e/ac
1,927	Accounting Stock, tCO ₂ e
90%	Fraction at risk of tree removal
1,734	Avoided Biomass Emissions, tCO ₂ e
10%	Avoided impervious surface, percent
1.949	Avoided impervious surface, acres
234	Avoided Soil Carbon Emissions, tCO ₂ e
18.3%	Displacement
317	Displaced Biomass Emissions, tCO ₂ e
71	Displaced Soil Emissions
1,417	Credits from Avoided Biomass Emissions, tCO ₂ e
163	Credits from Avoided Soil Emissions, tCO ₂ e
1,580	Total Credits attributed to the project, tCO ₂ e
158	Registry Reversal Pool Account (10%), tCO ₂ e
1,422	Total credits issued to the project, tCO₂e
73	Total credits issued to the project, tCO₂e/acre

Protocol Section Supplemental Information/Notes

	include project area for all parcels enrolled in carbon project
11.1.A	use appropriate GTR table and stand age, use bottom half of table, find years on the left and use 'total nonsoil' number
11.1.A	
11.1.A	
11.2	Based on zoning - see 11.2 in preservation protocol
11.2	
11.3	Based on zoning - see 11.3 in preservation protocol
11.3	
11.3	
11.4	Fraction of avoided development that cannot be served by development or re-development of existing non-treed properties within the urban area
11.4	
11.4	Assumes that redevelopment causes increase in impervious surface on redeveloped parcels

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Project Operator
 Project Name
 Project Location
 Stand & Zoning

Carbon Quantification Summary

7.030	Total Project Area Acres
65.83	Biomass tC/ac
241.4	Biomass tCO ₂ e/ac
1,697	Accounting Stock, tCO ₂ e
30%	Fraction at risk of tree removal
509	Avoided Biomass Emissions, tCO ₂ e
15%	Avoided impervious surface, percent
1.0545	Avoided impervious surface, acres
127	Avoided Soil Carbon Emissions, tCO ₂ e
18.3%	Displacement
93	Displaced Biomass Emissions, tCO ₂ e
38	Displaced Soil Emissions
416	Credits from Avoided Biomass Emissions, tCO ₂ e
88	Credits from Avoided Soil Emissions, tCO ₂ e
504	Total Credits attributed to the project, tCO ₂ e
50	Registry Reversal Pool Account (10%), tCO ₂ e
454	Total credits issued to the project, tCO₂e
65	Total credits issued to the project, tCO₂e/acre

Protocol Section Supplemental Information/Notes

	include project area for all parcels enrolled in carbon project
11.1.A	use appropriate GTR table and stand age, use bottom half of table, find years on the left and use 'total nonsoil' number
11.1.A	
11.1.A	
11.2	Based on zoning - see 11.2 in preservation protocol
11.2	
11.3	Based on zoning - see 11.3 in preservation protocol
11.3	
11.3	
11.4	Fraction of avoided development that cannot be served by development or re-development of existing non-treed properties within the urban area
11.4	
11.4	Assumes that redevelopment causes increase in impervious surface on redeveloped parcels

Tree Inventory & Carbon Biomass

Benefits Summary of Trees by Stratum and Species

Location: Wadsworth, Lake, Illinois, United States of America
 Project: Brownlee Series: LCFPD Brownlee, Year: 2025
 Generated: 10/1/2025



Stratum	Species	Trees		Carbon Storage	
		Number	SE	(metric ton)	SE
Wooded	Shagbark hickory	50	±28	3.54	±2.33
	Black walnut	30	±20	4.71	±2.91
	Black cherry	71	±48	4.83	±2.96
	White oak	332	±113	278.74	±72.06
	Swamp white oak	71	±67	48.87	±46.38
	Bur oak	20	±12	151.07	±92.55
	Northern red oak	161	±56	38.09	±17.02
	Total	735	±148	529.85	±67.06

Biomass tC/acre calculation: Davey Resource Group conducted a sample forest assessment adhering to the standards set in CFC Tree Preservation Protocol Section 11.1.B. The sample established 7 sample plots sized at 1/10th-acre. Within every plot, each live tree at least 5” in diameter at 4.5’ above the ground where the height above the ground is measured on the uphill side of the tree was inventoried. Species, diameter, and overall tree condition were recorded for each tree. Davey Resource Group utilized i-Tree Eco to input the sample plot data to determine the carbon storage

Carbon quantification is based on the sample plots. The metric tons of Carbon is 529.85. The standard error is 67.06.

Biomass tC/ac = (metric tons of carbon – standard error)/project area acres

$$(529.85-67.06)/7.03 = 65.83 \text{ (cell B11 on carbon quantification spreadsheet)}$$

Benefits Summary of Trees by Stratum and Species

Location: Lake Villa, Lake, Illinois, United States of America

Project: Lotus, Series: LCFPD Lotus, Year: 2025

Generated: 11/19/2025



Stratum	Species	Trees		Carbon Storage		
		Number	SE	(metric ton)	SE	(\$)
Wooded	Boxelder	46	±25	6.23	±3.32	2,970.56
	Bitternut hickory	12	±11	0.66	±0.63	312.87
	Shagbark hickory	184	±43	96.63	±32.13	46,092.07
	Northern catalpa	12	±11	0.61	±0.58	291.56
	White mulberry	23	±22	2.65	±2.54	1,265.35
	Eastern cottonwood	12	±11	50.42	±48.19	24,052.45
	Black cherry	196	±86	31.40	±19.14	14,977.52
	White oak	196	±70	196.22	±64.06	93,598.52
	Bur oak	81	±35	69.99	±37.05	33,387.56
	Pin oak	23	±22	13.59	±12.99	6,483.22
	Northern red oak	288	±113	184.61	±96.65	88,060.02
	American elm	58	±31	7.01	±3.98	3,344.35
	Total	1,130	±165	660.03	±134.54	314,836.04

Biomass tC/acre calculation: Davey Resource Group conducted a sample forest assessment adhering to the standards set in CFC Tree Preservation Protocol Section 11.1.B. The sample established __22__ sample plots sized at 1/10th-acre. Within every plot, each live tree at least 5” in diameter at 4.5’ above the ground where the height above the ground is measured on the uphill side of the tree was inventoried. Species, diameter, and overall tree condition were recorded for each tree. Davey Resource Group utilized i-Tree Eco to input the sample plot data to determine the carbon storage.

Carbon quantification is based on the sample plots. The metric tons of Carbon is 660.03. The standard error is 134.54.

Biomass tC/ac = (metric tons of carbon – standard error)/project area acres

(660.03-134.54)/19.49 = 26.96 (cell B11 on carbon quantification spreadsheet)

Tree Characteristics Chart(s)

Tree Characteristics of the Urban Forest - Brownlee

The urban forest of Brownlee has an estimated 735 trees with a tree cover of 84.4 percent. The three most common species are White oak (45.2 percent), Northern red oak (21.9 percent), and Black cherry (9.6 percent).

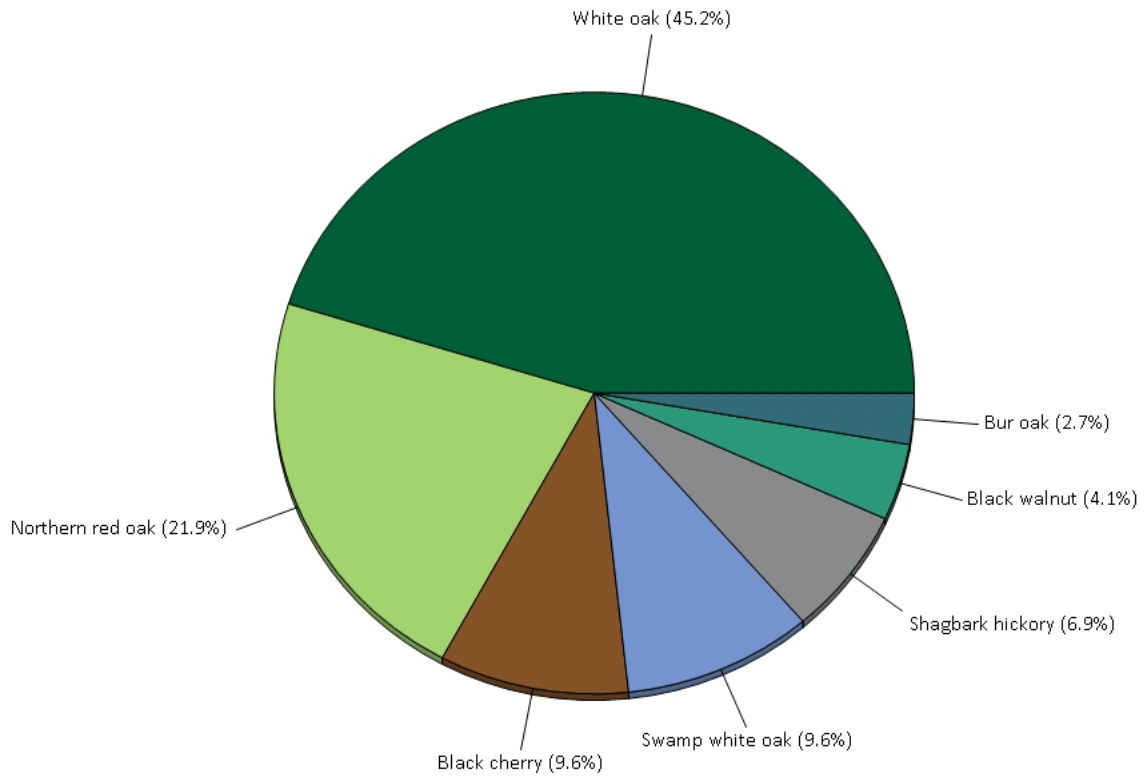


Figure 1. Tree species composition in Brownlee

The overall tree density in Brownlee is 258 trees/hectare (see Appendix III for comparable values from other cities).

I. Tree Characteristics of the Urban Forest

The urban forest of Lotus has an estimated 1,130 trees with a tree cover of 80.3 percent. The three most common species are Northern red oak (25.5 percent), Black cherry (17.3 percent), and White oak (17.3 percent).

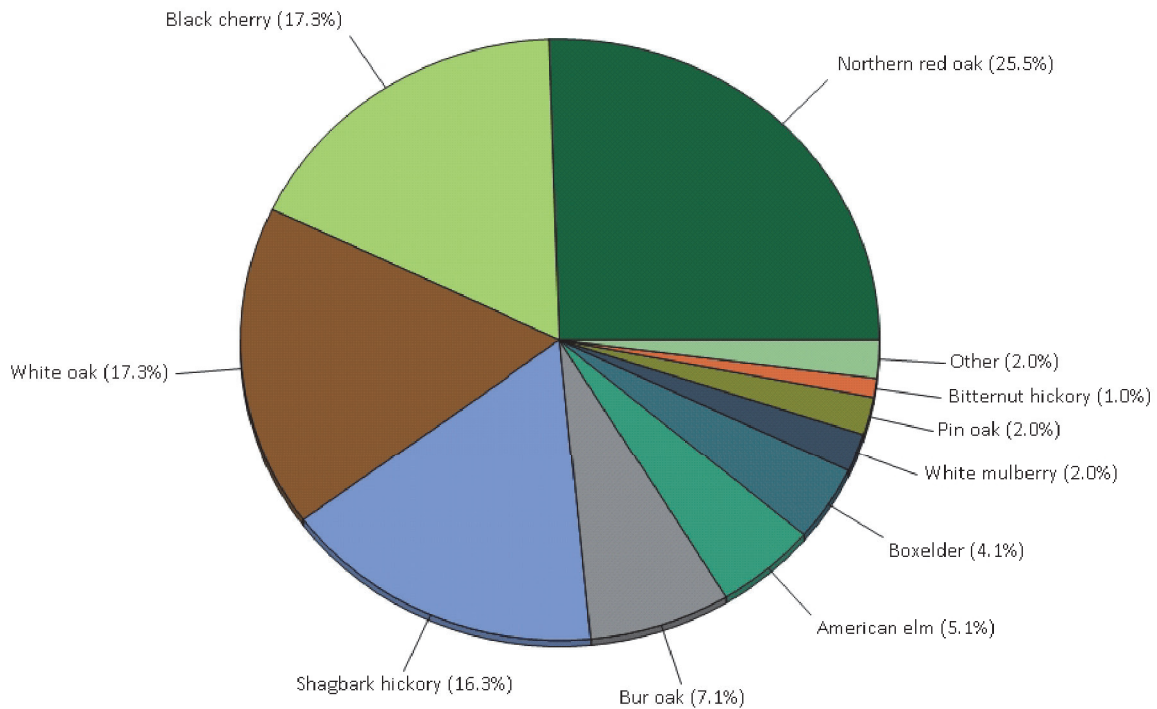


Figure 1. Tree species composition in Lotus

The overall tree density in Lotus is 186 trees/hectare (see Appendix III for comparable values from other cities).

iTree Eco Data

Plot	ID	Survey Date	Species	Land Use	DBH 1 (in)	DBH 1: Height (ft)	DBH 1: Measured?	DBH 2 (in)	DBH 2: Height (ft)	DBH 2: Measured?	DBH 3 (in)	DBH 3: Height (ft)	DBH 3: Measured?	DBH 4 (in)	DBH 4: Height (ft)	DBH 4: Measured?	DBH 5 (in)	DBH 5: Height (ft)	DBH 5: Measured?	DBH 6 (in)	DBH 6: Height (ft)	DBH 6: Measured?	Crown Condition
1	1	9/12/2025	Northern red oak (Quercus rubra)		6.8	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				85% - 90%
1	2	9/12/2025	White oak (Quercus alba)		25	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				80% - 85%
1	3	9/12/2025	White oak (Quercus alba)		22.2	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				70% - 75%
1	4	9/12/2025	White oak (Quercus alba)		24	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				65% - 70%
1	5	9/12/2025	Northern red oak (Quercus rubra)		9.5	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				70% - 75%
3	1	9/12/2025	White oak (Quercus alba)		25.1	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				70% - 75%
3	2	9/12/2025	Shagbark hickory (Carya ovata)		5.9	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				90% - 95%
3	3	9/12/2025	Northern red oak (Quercus rubra)		6.1	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				80% - 85%
3	4	9/12/2025	Northern red oak (Quercus rubra)		7.8	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				75% - 80%
3	5	9/12/2025	White oak (Quercus alba)		19.2	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				70% - 75%
3	6	9/12/2025	White oak (Quercus alba)		29.3	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				75% - 80%
4	1	9/12/2025	Northern red oak (Quercus rubra)		14.5	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				50% - 55%
4	2	9/12/2025	Northern red oak (Quercus rubra)		13.5	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				55% - 60%
4	3	9/12/2025	Black cherry (Prunus serotina)		5.3	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				65% - 70%
4	4	9/12/2025	Bur oak (Quercus macrocarpa)		48.7	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				65% - 70%
4	5	9/12/2025	Black cherry (Prunus serotina)		10.1	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				70% - 75%
5	1	9/12/2025	Black walnut (Juglans nigra)		9.2	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				85% - 90%
5	2	9/12/2025	White oak (Quercus alba)		24.9	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				75% - 80%
5	3	9/12/2025	White oak (Quercus alba)		16	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				65% - 70%
5	4	9/12/2025	Black walnut (Juglans nigra)		7.3	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				90% - 95%
5	5	9/12/2025	White oak (Quercus alba)		15.6	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				70% - 75%
5	6	9/12/2025	Northern red oak (Quercus rubra)		5.2	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				65% - 70%
5	7	9/12/2025	Northern red oak (Quercus rubra)		7.3	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				75% - 80%
5	8	9/12/2025	Northern red oak (Quercus rubra)		6.9	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				75% - 80%
5	9	9/12/2025	Northern red oak (Quercus rubra)		5.2	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				80% - 85%
5	10	9/12/2025	Northern red oak (Quercus rubra)		5.9	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				80% - 85%
5	11	9/12/2025	Northern red oak (Quercus rubra)		12.6	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				80% - 85%
5	12	9/12/2025	Shagbark hickory (Carya ovata)		5.3	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				90% - 95%
5	13	9/12/2025	White oak (Quercus alba)		13.4	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				70% - 75%
5	14	9/12/2025	White oak (Quercus alba)		14.7	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				70% - 75%
5	15	9/12/2025	White oak (Quercus alba)		13.8	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				75% - 80%
5	16	9/12/2025	Northern red oak (Quercus rubra)		7.4	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				70% - 75%
5	17	9/12/2025	White oak (Quercus alba)		17.7	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				65% - 70%
5	18	9/12/2025	White oak (Quercus alba)		13.6	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				70% - 75%
7	1	9/12/2025	White oak (Quercus alba)		14	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				75% - 80%
7	2	9/12/2025	White oak (Quercus alba)		12.6	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				85% - 90%
7	3	9/12/2025	White oak (Quercus alba)		17.8	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				70% - 75%
7	4	9/12/2025	White oak (Quercus alba)		15.8	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				70% - 75%
7	5	9/12/2025	White oak (Quercus alba)		13.3	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				75% - 80%
7	6	9/12/2025	White oak (Quercus alba)		14	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				65% - 70%
7	7	9/12/2025	White oak (Quercus alba)		16.3	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				65% - 70%
7	8	9/12/2025	White oak (Quercus alba)		15.1	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				70% - 75%
7	9	9/12/2025	White oak (Quercus alba)		18.4	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				65% - 70%
7	10	9/12/2025	Northern red oak (Quercus rubra)		27.2	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				75% - 80%
7	11	9/12/2025	White oak (Quercus alba)		19.6	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				70% - 75%
7	12	9/12/2025	White oak (Quercus alba)		16.2	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				70% - 75%
7	13	9/12/2025	White oak (Quercus alba)		15.7	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				70% - 75%
8	1	9/12/2025	Black cherry (Prunus serotina)		5.9	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				75% - 80%
8	2	9/12/2025	White oak (Quercus alba)		24.3	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				75% - 80%
8	3	9/12/2025	White oak (Quercus alba)		20.9	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				70% - 75%
8	4	9/12/2025	White oak (Quercus alba)		17.2	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				75% - 80%
8	5	9/12/2025	Shagbark hickory (Carya ovata)		5.6	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				90% - 95%
8	6	9/12/2025	White oak (Quercus alba)		17.2	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				80% - 85%
8	7	9/12/2025	Black walnut (Juglans nigra)		12.2	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				80% - 85%
8	8	9/12/2025	Black cherry (Prunus serotina)		6.2	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				55% - 60%
8	9	9/12/2025	White oak (Quercus alba)		21.1	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				75% - 80%
8	10	9/12/2025	Black cherry (Prunus serotina)		6.3	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				70% - 75%
8	11	9/12/2025	White oak (Quercus alba)		18.9	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				75% - 80%
8	12	9/12/2025	Shagbark hickory (Carya ovata)		8.4	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				85% - 90%
8	13	9/12/2025	Black cherry (Prunus serotina)		5.4	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				50% - 55%
8	14	9/12/2025	Black cherry (Prunus serotina)		5	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				50% - 55%
8	15	9/12/2025	Shagbark hickory (Carya ovata)		6.5	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				85% - 90%
8	16	9/12/2025	Northern red oak (Quercus rubra)		6.6	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				85% - 90%
8	17	9/12/2025	White oak (Quercus alba)		21.8	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				70% - 75%
8	18	9/12/2025	Northern red oak (Quercus rubra)		5.2	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				90% - 95%
9	1	9/12/2025	Bur oak (Quercus macrocarpa)		79.2	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				75% - 80%
9	2	9/12/2025	Swamp white oak (Quercus bicolor)		13.3	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				70% - 75%
9	3	9/12/2025	Swamp white oak (Quercus bicolor)		27.5	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				80% - 85%
9	4	9/12/2025	Swamp white oak (Quercus bicolor)		9.9	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				70% - 75%
9	5	9/12/2025	Swamp white oak (Quercus bicolor)		13.9	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				70% - 75%
9	6	9/12/2025	Swamp white oak (Quercus bicolor)		19.6	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				80% - 85%
9	7	9/12/2025	Swamp white oak (Quercus bicolor)		18.7	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				80% - 85%
9	8	9/12/2025	Swamp white oak (Quercus bicolor)		11.3	4.5	TRUE			TRUE			TRUE			TRUE			TRUE				75% - 80%

ID	Stratum	Date	Crew	Size (ac)	Stake	% Tree	% Measured	Complete?
1	Wooded	9/12/2025	NP	0.1	FALSE	85% - 90%	100	TRUE
2	Wooded			0.1	FALSE		100	FALSE
3	Wooded	9/12/2025	NP	0.1	FALSE	80% - 85%	100	TRUE
4	Wooded	9/12/2025	NP	0.1	FALSE	75% - 80%	100	TRUE
5	Wooded	9/12/2025	NP	0.1	FALSE	80% - 85%	100	TRUE
6	Wooded			0.1	FALSE		100	FALSE
7	Wooded	9/12/2025	NP	0.1	FALSE	85% - 90%	100	TRUE
8	Wooded	9/12/2025	NP	0.1	FALSE	85% - 90%	100	TRUE
9	Wooded	9/12/2025	NP	0.1	FALSE	80% - 85%	100	TRUE

ID	Stratum	Date	Crew	Size (ac)	Stake	% Tree	% Measured	Complete?
1	Wooded	11/11/2025	NP	0.1	FALSE	95% - 99%	100	TRUE
2	Wooded	11/11/2025	NP	0.1	FALSE	25% - 30%	100	TRUE
3	Wooded	9/15/2025	NP	0.1	FALSE	20% - 25%	100	TRUE
4	Wooded	11/11/2025	NP	0.1	FALSE	80% - 85%	100	TRUE
5	Wooded	9/15/2025	NP	0.1	FALSE	90% - 95%	100	TRUE
6	Wooded	11/11/2025	NP	0.1	FALSE	85% - 90%	100	TRUE
7	Wooded	9/15/2025	NP	0.1	FALSE	35% - 40%	100	TRUE
8	Wooded	11/11/2025	NP	0.1	FALSE	35% - 40%	100	TRUE
11	Wooded	9/15/2025	NP	0.1	FALSE	75% - 80%	100	TRUE
12	Wooded	11/11/2025	NP	0.1	FALSE	75% - 80%	100	TRUE
13	Wooded	11/11/2025	NP	0.1	FALSE	70% - 75%	100	TRUE
14	Wooded	9/15/2025	NP	0.1	FALSE	85% - 90%	100	TRUE
15	Wooded	9/15/2025	NP	0.1	FALSE	80% - 85%	100	TRUE
16	Wooded	11/11/2025	NP	0.1	FALSE	40% - 45%	100	TRUE
18	Wooded	11/11/2025	NP	0.1	FALSE	55% - 60%	100	TRUE
20	Wooded	11/11/2025	NP	0.1	FALSE	65% - 70%	100	TRUE
21	Wooded	9/15/2025	NP	0.1	FALSE	75% - 80%	100	TRUE
22	Wooded	11/11/2025	NP	0.1	FALSE	1% - 5%	100	TRUE
23	Wooded	9/15/2025	NP	0.1	FALSE	20% - 25%	100	TRUE
24	Wooded	9/15/2025	NP	0.1	FALSE	75% - 80%	100	TRUE
25	Wooded	11/11/2025	NP	0.1	FALSE	10% - 15%	100	TRUE
26	Wooded	9/15/2025	NP	0.1	FALSE	55% - 60%	100	TRUE

Cobenefit Calculator

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City Forest Preservation Co-Benefits Quantification Tool for the Midwest Climate Zone

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A Project Operator can use this method to calculate the amount of co-benefits estimated to be produced by existing tree canopy. The quantification tool uses information the Project Operator provides on tree canopy cover (deciduous and coniferous), and estimates annual co-benefits in Resource Units and Dollars per year. Transfer functions (i.e., kWh of electricity per m² of tree canopy) were calculated as the average of values for the large, medium and small trees in the deciduous and coniferous life forms. Resource units for the dbh corresponding to a 25-year old tree were used, along with the crown projection area of the representative species for each tree-type. Energy effects are reduced to 20% of values in the i-Tree Streets source data because preserved areas generally have fewer nearby buildings affected by climate and shade effects than areas with street trees. Local prices were from i-Tree Streets.

Steps

- 1) Use i-Tree Canopy, or another tool, to estimate the amount of area that is covered by deciduous and coniferous tree cover. In Table 1 enter the area (acres) in deciduous and coniferous tree cover in the project area. Also, enter the non-tree cover area.
- 2) Table 2 automatically provides estimates of co-benefits for the current canopy in Resource Units (e.g., kWh) per year and \$ per year. Values are adapted from i-Tree Streets results for this climate zone and assume that the deciduous and coniferous canopy is evenly distributed among large, medium and small tree types.

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Light yellow background denotes an input cell ->



Directions
1) Use i-Tree Canopy, or another tool, to estimate the amount of deciduous and coniferous tree cover area (acres) (Cell C20 and D20).
2) Use i-Tree Canopy, or another tool, to estimate the amount of non-tree cover area (acres) (Cell F20) in the project area.
3) In Cell G20 the total area of the project is calculated (acres). Prompt i-Tree Canopy to provide an estimate of the project area by clicking on the gear icon next to the upper right portion of the image and selecting "Report By Area."
4) Total Project Area, cell G17 should equal 100%.

Table 1. Tree Cover

	Deciduous Tree Cover	Coniferous Tree Cover	Total Tree Cover	Non-Tree Cover	Total Project Area
Percent (%)	81%	0%	81%	19%	100%
Area (sq miles)	0.034	0.000	0.034	0.008	0.04
Area (m2)	87,330	0	87,330	19,991	107,322
Area (acres)	21.58	0.00	21.58	4.94	26.52

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Using the information you provide on tree canopy cover, the tool provides estimates of co-benefits in Resource Units and \$ per year.

Table 2. Co-Benefits per year with current tree canopy cover.

Ecosystem Services	Resource Units Totals	Total \$
Rain Interception (m3/yr)	5,837.6	\$41,796.24
Air Quality (t/yr)		
O3	0.1114	\$168.76
NOx	0.0186	\$28.16
PM10	0.0570	\$73.43
Net VOCs	0.0573	\$97.52
Air Quality Total	0.2443	\$367.87
Energy (kWh/yr & kBtu/yr)		
Cooling - Elec.	45,953	\$3,487.85
Heating - Nat. Gas	859,244	\$8,364.55
Energy Total (\$/yr)		\$11,852.40
Grand Total (\$/yr)		\$54,016.51

Social Impacts

City Forest Carbon Project

Social Impacts



UN Sustainable Development Goals

The 17 United Nations Sustainable Development Goals (SDGs) are an urgent call for action and global partnership among all countries, representing key benchmarks for creating a better world and environment for everyone. Well-designed and managed urban forests make significant contributions to the environmental sustainability, economic viability and livability of cities. They help mitigate climate change and natural disasters, reduce energy costs, poverty and malnutrition, and provide ecosystem services and public benefits. See more details in the CFC Carbon Project Social Impact Reference Guide.

Instructions

This template sets out all relevant SDGs and lists various urban forest project activities that fall within each SDG. Evaluate the SDGs to determine how your carbon project provides social impacts that may contribute towards achievement of the global goals. Check the box(es) that contain one of your project activities and describe in no fewer than two sentences how your project activities align with the corresponding SDG. On page 12, select the icon for three to five of the most relevant SDGs to your project and provide any additional information.

SDG 3 - Good Health and Well Being

Goal: Ensure healthy lives and promote well-being for all at all ages.

Examples of project activities include, but are not limited to:

- Plant or protect trees to reduce or remove air pollutants
- If planting trees, select trees for reduced pollen counts and irritant production
- Plant or protect trees to create shade, provide UV exposure protection, reduce extreme heat negative effects, and/or reduce temperatures to relieve urban heat effects
- Design project to buffer sounds, optimize biodiversity, or create nature experiences
- Locate project near vulnerable populations, such as children or elderly
- Locate project near high volume roads to screen pollutants
- Locate project near people to encourage recreation, provide new parks or green space, or otherwise promote an active lifestyle
- Locate project near schools, elderly facilities, or mental health services to promote nature-based wellness, attention restoration, or other mental well-being
- Locate project in area with conditions of project-defined high inequity to trees, such as at schools, affordable or subsidized housing, formerly redlined neighborhoods, areas with high property vacancy rates, or area with high proportion of renters
- Reduce stormwater runoff or improve infiltration rates
- Design project to reduce human exposure to specific pollutants or toxins
- Other

This project will protect 26.52 acres of forested parcels, including one adjacent to an elementary school. The protected trees will provide ecosystem services, including removing air pollutants and reducing stormwater runoff, and individual and community health and wellness benefits. Time spent in nature has quantitative impacts on personal and community health, including reduced stress and anxiety, improvements in chronic health conditions such as high blood pressure and diabetes, reduced rates of asthma and other respiratory conditions, etc.

SDG 6 - Clean Water and Sanitation

Goal: Ensure availability and sustainable management of water and sanitation for all

Examples of project activities include, but are not limited to:

- Research and assess environmental injustices related to water in project area
- Locate project near high-traffic roads or to otherwise improve, mitigate, or remediate toxic landscapes near water
- Protect or plant trees to improve historically or culturally important sites related to water that have been degraded and/or neglected
- Reduce stormwater by planting or protecting trees
- Plant forested buffers adjacent to streams, rivers, wetlands, or floodplains
- Prevent soil erosion by protect steep slopes
- Improve infiltration rates
- Improve, mitigate, or remediate toxic landscapes and human exposure to risk
- Drought resistance, such as selecting appropriate water-efficient trees for project climate zone
- Other

This project will protect 26.52 acres of forested parcels. The protected trees will provide ecosystem services, including reducing stormwater runoff.

SDG 10 - Reduced Inequalities

Goal: Reduce inequalities within and among countries

Examples of project activities include, but are not limited to:

- Provide connections and cohesion for social health, such as create or reinforce places that promote informal interactions, engage local residents and users in tree management, include symbolic or cultural elements, or other events
- Research, understand, and design to address understand historic and current sociocultural inequities, community health conditions, environmental injustices, or prior local greening efforts in community
- Locate project near vulnerable populations, such as children or elderly, to provide air quality improvements or buffer against extreme heat effects
- Locate project in high-density residential areas or where there is a lack of trees to improve access and promote an active lifestyle
- Locate project near schools, elderly facilities, or mental health services to promote nature-based wellness, attention restoration, or other mental well-being
- Locate project in area with conditions of project-defined high inequity to trees, such as at schools, affordable or subsidized housing, formerly redlined neighborhoods, areas with high property vacancy rates, or area with high proportion of renters
- Locate project near high-traffic roads or to otherwise improve, mitigate, or remediate toxic landscapes
- Protect or plant trees to improve historically or culturally important sites that have been degraded and/or neglected
- Community engagement in project design, including such things as engaging and respecting existing relationships and social networks, community cultural traditions, and public participation methods that are empowering and inclusive
- Community participation in project implementation, including such things as addressing and removing barriers to participation, promote ongoing community-based care and access to financial resources
- Emphasize local hiring and support small businesses
- Research and consider potential for gentrification and displacements
- Promote local economic opportunities through workforce training, career pathway development, or other employment
- Other

This project will protect 26.52 acres of forested parcels, including one adjacent to an elementary school. The protected trees will provide ecosystem services, including removing air pollutants and reducing stormwater runoff.

SDG 11 - Sustainable Cities and Communities

Overall: Make cities inclusive, safe, resilient, and sustainable.

Examples of project activities include, but are not limited to:

- Plant or protect trees to reduce or remove air pollutants
- If planting trees, select trees for reduced pollen counts and irritant production
- Locate project near high volume roads to screen pollutants
- Locate project near vulnerable populations, such as children or elderly
- Plant or protect trees to create shade, provide UV exposure protection, reduce extreme heat negative effects, and/or reduce temperatures to relieve urban heat effects
- Locate project near people to encourage recreation, provide new parks or green space, or otherwise promote an active lifestyle
- Design project to improve wellness and mental health, such as planting trees to buffer sounds, optimize biodiversity, optimize views from buildings, or create nature experiences
- Locate project near schools, elderly facilities, or mental health services to promote nature-based wellness, attention restoration, or other mental well-being
- Provide connections and cohesion for social health, such as create or reinforce places that promote informal interactions, engage local residents and users in tree management, include symbolic or cultural elements, or other events
- Research, understand, and design to address understand historic and current sociocultural inequities, community health conditions, environmental injustices, or prior local greening efforts in community
- Locate project in area with conditions of project-defined high inequity to trees, such as at schools, affordable or subsidized housing, formerly redlined neighborhoods, areas with high property vacancy rates, or area with high proportion of renters
- Community engagement in project design, including such things as engaging and respecting existing relationships and social networks, community cultural traditions, and public participation methods that are empowering and inclusive
- Community participation in project implementation, including such things as addressing and removing barriers to participation, promote ongoing community-based care and access to financial resources
- Other

This project will protect 26.52 acres of forested parcels, including one adjacent to an elementary school. The protected trees will provide ecosystem services, including removing air pollutants, reducing stormwater runoff, and providing new greenspace for nature experiences.

SDG 13 - Climate Action

Goal: Take urgent action to combat climate change and its impacts.

Examples of project activities include, but are not limited to:

- Plant or protect trees to reduce or remove air pollutants
- Plant or protect trees to create shade or reduce temperatures to relieve urban heat effects
- Promote community capacity for social and climate resilience by engaging local residents or users in tree management, or other events to connect people to the project
- Reflect cultural traditions and inclusive engagement for climate resilience
- Design project to improve soil health
- Provide cooling benefits and energy savings by shading impervious surfaces such as streets or parking lots, or planting trees on south and west sides of buildings
- Plant or protect trees to reduce stormwater runoff
- Select water-efficient trees for climate zone and drought resistance
- Create and/or enhance wildlife habitat
- Other

This project will protect 26.52 acres of forested parcels. The protected trees will provide ecosystem services, including removing air pollutants, carbon sequestration, and reducing stormwater runoff, all which help to combat climate change. The protected acres will enhance exceptional wildlife habitat through preservation and increased connectivity for rare, threatened, and endangered species as well as for the largest heron and egret rookery in the county.

SDG 15 - Life on Land

Goal: Protect, restore and promote sustainable use of terrestrial ecosystems, sustainably manage forests, combat desertification, and halt and reverse land degradation and halt biodiversity loss.

Examples of project activities include, but are not limited to the following with increased functionality of green infrastructure:

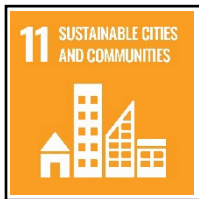
- Plant or protect trees to reduce stormwater runoff
- Select water-efficient trees for climate zone and drought resistance
- Create and/or enhance wildlife habitat to improve local biodiversity
- Plant forested buffers adjacent to streams, rivers, wetlands, or floodplains
- Prevent soil erosion by protect steep slopes
- Improve infiltration rates
- Other

This project will protect 26.52 acres of forested parcels. The protected trees will provide ecosystem services, including removing air pollutants, carbon sequestration, and reducing stormwater runoff, all which promote sustainable ecosystems. The protected acres will halt biodiversity loss and enhance exceptional wildlife habitat through preservation and increased connectivity for rare, threatened, and endangered species as well as for the largest heron and egret rookery in the county.

Summary of Project Social Impacts



This project will protect 26.52 acres of forested parcels, including one adjacent to an elementary school. The protected trees will provide ecosystem services, including removing air pollutants and reducing stormwater runoff, and individual and community health and wellness benefits. Time spent in nature has quantitative impacts on personal and community health, including reduced stress and anxiety, improvements in chronic health conditions such as high blood pressure and diabetes, reduced rates of asthma and other respiratory conditions, etc.



This project will protect 26.52 acres of forested parcels, including one adjacent to an elementary school. The protected trees will provide ecosystem services, including removing air pollutants, reducing stormwater runoff, and providing new greenspace for nature experiences.



This project will protect 26.52 acres of forested parcels. The protected trees will provide ecosystem services, including removing air pollutants, carbon sequestration, and reducing stormwater runoff, all which help to combat climate change. The protected acres will enhance exceptional wildlife habitat through preservation and increased connectivity for rare, threatened, and endangered species as well as for the largest heron and egret rookery in the county.

The protected parcels have become part of the Lake County Forest Preserve District (District) in Lake County, Illinois. Since 1958, the District has protected the natural and cultural heritage of Lake County with holdings of more than 31,100 acres across 65 preserves. Each year, the preserves provide more than 3.5 million people opportunities to exercise, relax, and spend quality time outdoors in peaceful, natural settings. The preserves are free and open to the public every day and contribute to the health and well-being of all in Lake County. The woodlands, prairies, and wetlands also provide habitat for thousands of species, including 148 designated as endangered or threatened. The District has been completing large-scale habitat restoration projects for decades. And once a preserve has been fully restored, it is maintained in that state forever. Acknowledged as a regional and national leader, the District is the largest landowner in Lake County and the second-largest Forest Preserve District in Illinois. The District is the permanent, leading force driving positive transformations in health and wellbeing, sustainability, biodiversity, and climate resilience for Lake County.