



DATE: August 4, 2025

MEMO TO: Paul Frank, Chair
Planning Committee

FROM: Ken Jones
Director of Land Preservation

Agenda Item # 11.6

RECOMMENDATION: Recommend approval of a Resolution to sell a 4.7-acre parcel (the “Cemetery Addition”) in Moraine Township to the United States of America (the “VA”), acting by and through the United States Department of Veteran Affairs, National Cemetery Administration, for \$610,000 as an addition to the Fort Sheridan National Cemetery, adjacent to Fort Sheridan Forest Preserve.

STRATEGIC DIRECTIONS SUPPORTED: Leadership, Organizational Sustainability, Education and Outreach

FINANCIAL DATA: The purchase price of the Cemetery Addition is \$610,000, which will be payable to the Preservation Foundation of the Lake County Forest Preserves (the “Foundation”), which will hold the funds for the benefit of the Lake County Forest Preserve District (the “District”). The District will be obligated to use the proceeds from the sale of the Cemetery Addition for the long-term management of District property.

The United States Army originally conveyed the Fort Sheridan property to the District subject to a deed restriction that required the District to maintain the grounds of the 7.6-acre Fort Sheridan National Cemetery (the “Cemetery”) in perpetuity. The District has continued to provide care and maintenance of the Cemetery at a cost of approximately \$35,000 per year. As discussed below, the VA would release the District from this perpetual maintenance obligation in connection with the sale of the Cemetery Addition. However, if the VA is unable to find a contractor to take over Cemetery maintenance for the remainder of 2025 prior to closing, the District will donate the maintenance services through the current contract period, ending November 30, 2025, and a Post-Closing Property Access Agreement will be drafted and signed by both parties prior to closing to provide for District maintenance of the Cemetery through November 30, 2025.

At the end of 2024, the District had an unaudited Fund Balance of \$214,498 in the Fort Sheridan Cemetery Fund (Code 2761), the remainder of which (less all 2025 costs) could be reallocated after the VA takes responsibility for maintenance, since it will no longer be needed to fund the on-going District maintenance of the Cemetery.

BACKGROUND: In December 2019, the District was contacted by the VA with a request to purchase District property for an expansion of the Cemetery. The VA has stated that it desires to expand the Cemetery by installing columbaria, which are used for the above-ground interment of

cremated remains. Discussions with the VA regarding the terms and property configuration for a potential conveyance lasted until February 2022, when a “For Information Only” presentation was made to the Planning Committee, which approved an open house held in April, 2022. The open house provided an opportunity for the public to obtain information and ask questions of staff, representatives from the VA and commissioners regarding the VA’s plans to acquire and use the Cemetery Addition.

In June 2022, the District and VA entered into a 180-day Property Access Agreement to allow the VA and its contractors to perform due diligence, including obtaining appraisals of value, performing surveys, conducting engineering tests and studies, taking soil borings and carrying out other investigations to confirm the Cemetery Addition is appropriate and feasible for the expansion of the Cemetery. Two months later, the Planning Committee provided staff with policy direction to begin negotiations to formalize the terms of a conveyance.

Because the Downstate Forest Preserve District Act does not specifically authorize the District to convey property to the VA, the General Assembly enacted a law authorizing the District’s proposed conveyance of the Cemetery Addition.

The Cemetery Addition consists of two parcels, one to the east and the other to the west of the Cemetery, which have been surveyed by the VA. The Cemetery Addition is approximately 4.7 acres in size and is vacant.

The VA has determined that within the next 15 years, the remaining burial capacity at the Cemetery will be depleted. This transfer will allow the Grantee to expand the Cemetery by installing columbaria.

An Offer to Sell (the “OTS”) has been negotiated by District staff and received initial approval by the VA’s staff. Pursuant to the OTS, the VA will pay \$610,000 for the Cemetery Addition and will release the District from its obligation to perpetually maintain the Cemetery as required by the original conveyance of the Fort Sheridan property from the VA. Under its procedures, the VA requires the District to approve and sign the OTS prior to the VA’s execution and delivery of a Notice of Acceptance of Offer (the “NAO”), which is the VA’s formal approval of the OTS. Collectively, the OTS and the NAO effectively constitute a purchase and sale agreement.

REVIEW BY OTHERS: Executive Director, Chief Operations Officer, Deputy Director of Finance, Manager of Board Operations and Corporate Counsel.

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR AUGUST MEETING
AUGUST 13, 2025**

MADAM PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **PLANNING COMMITTEE** presents herewith “A Resolution to Sell a 4.7-acre parcel to the United States of America, acting by and through the United States Department of Veteran Affairs, National Cemetery Administration as an addition to the Fort Sheridan National Cemetery,” and requests its approval.

PLANNING COMMITTEE:

Date: 8-4-2025 Roll Call Vote: Ayes: _____ Nays: _____
 Voice Vote Majority Ayes; Nays: 0

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

A RESOLUTION TO SELL A 4.7-ACRE PARCEL TO THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE UNITED STATES DEPARTMENT OF VETERAN AFFAIRS, NATIONAL CEMETERY ADMINISTRATION, AS AN ADDITION TO THE FORT SHERIDAN NATIONAL CEMETERY

WHEREAS, the Lake County Forest Preserve District (the “District”) owns a certain parcel of land known as Fort Sheridan Forest Preserve (“Fort Sheridan”); and

WHEREAS, in December 2019, the District was contacted by the United States of America (“Grantee”), acting by and through the United States Department of Veteran Affairs, with a request to purchase approximately 4.7 acres of District property (the “Cemetery Addition”) for an expansion of Grantee’s Fort Sheridan National Cemetery (the “Cemetery”), which will allow the Grantee to expand the Cemetery by installing columbaria; and

WHEREAS, in February 2022, a “For Information Only” presentation was made to the Planning Committee, and an open house was held in April, 2022, providing an opportunity for the public to obtain information and ask questions of staff, representatives from the Grantee, and District commissioners regarding the Grantee’s plans to acquire and use the Cemetery Addition; and

WHEREAS, the sale of the Cemetery Addition to the Grantee is authorized by act of the General Assembly, Public Act 103-133, which was recorded with the Lake County Recorder of Deeds as #7999195; and

WHEREAS, the District’s Department of Land Preservation and the Grantee have negotiated an Offer to Sell (the “OTS”), subject to approval by the Board of Commissioners and acceptance by Grantee through execution and delivery of a Notice of Acceptance of Offer, (the “NAO”), and, upon such acceptance, the OTS will effectively constitute a purchase and sale agreement; and

WHEREAS, pursuant to the proposed OTS and the NAO, the Grantee will pay \$610,000 to purchase the 4.7-acre Cemetery Addition (the “Purchase Price”), and will release the District from its existing obligation to perpetually maintain the Cemetery, which currently costs the District approximately \$35,000 per year; and

WHEREAS, the Purchase Price will be payable to the Preservation Foundation of the Lake County Forest Preserves (the “Foundation”), which will hold the funds for the benefit of the District to be used for the long-term management of District Property; and

WHEREAS, the Planning Committee has recommended that the District approve the OTS and approve sale of the Cemetery Addition to the Grantee upon the terms set forth therein; and

WHEREAS, the Board of Commissioners finds that (i) sale of the Cemetery Addition to the Grantee is for an appropriate public purpose and is authorized by Public Act 103-133 and (ii) it is in the best interests of the District to approve the OTS;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois **THAT**:

Section 1: Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2: Approval of Offer to Sell. The OTS is hereby approved. Subject to the Grantee's execution and delivery of the NAO, the District shall sell the Cemetery Addition to the Grantee, upon the terms and conditions set forth in the OTS, and such other terms and conditions as shall be approved by the District, for \$610,000 and the release of the District's perpetual maintenance obligations for the Cemetery. The Executive Director of the District (and the Executive Director's designees) are hereby authorized and directed (i) to execute and attest to, on behalf of the District, the OTS and all other documents that are necessary to complete the sale of the Property (including, if necessary, a Post-Closing Property Access Agreement to provide for District maintenance of the Cemetery through November 30, 2025), provided that any documents have first been approved by the District's Corporate Counsel, and (ii) to take such other actions as may be necessary to complete the sale of the Property.

Section 3: Authority to Direct Payment. The Executive Director and Treasurer of the District are hereby authorized and directed to direct that payment for the Cemetery Addition be made by the Grantee to the Foundation, to be held by the Foundation for the benefit of the District, pursuant to the terms and conditions of the OTS.

Section 4: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this ____ day of _____, 2025

AYES:

NAYS:

APPROVED this ____ day of _____, 2025

Jessica Vealitzek, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

OFFER TO SELL REAL PROPERTY

THIS OFFER TO SELL (this “**Offer**”) is made and entered into this ____ day of ____, 2025 (the “**Effective Date**”), by and between the LAKE COUNTY FOREST PRESERVE DISTRICT, with an address of 1899 W. Winchester Road, Libertyville, IL 60048 (the “**Seller**”), as offeror, and THE UNITED STATES OF AMERICA, FOR AND ON BEHALF OF THE DEPARTMENT OF VETERANS AFFAIRS, (together with its assign(s), “**Government**”), a federal agency, with an address of 810 Vermont Avenue, N.W. Washington, DC 20420, as offeree.

WHEREAS, the Seller is record owner of fee simple title to the real property legally described on **Exhibit A** attached hereto located in Lake County, IL, containing 4.7 acres, more or less, of land situated within the corporate limits of Lake Forest, IL, along with all rights, title and interest of the Seller, if any, to hereditaments, easements, and appurtenances thereto, including, but not limited to, any and all streets or other public ways adjacent to the real estate, and to any land lying in the bed of any highway, street, road or avenue, streams, alleys, ways, strips, gores, or railroad rights-of-way abutting or adjoining the property to the center line thereof (collectively, the “**Property**”); and

WHEREAS, Government may desire to acquire the Property, which is adjacent to that certain cemetery owned by the United States and operated by the Government and known, at various times as “Fort Sheridan Post Cemetery” and “Fort Sheridan National Cemetery” (the “**Cemetery**”) for the purpose of constructing, operating, maintaining, and repairing within the Property, and as part of the operation and use of the Cemetery, one or more columbaria for the interment of cremated remains of deceased veterans and others eligible to be interred at the Cemetery (the “**Columbaria**”); and

WHEREAS, pursuant to that certain Quit Claim Deed recorded as Document No. 4095134, in the Public Records of Lake County, Illinois, the Property is subject to a restrictive covenant requiring that the Property be used only for a golf course and recreational open space in perpetuity and no other use (the “**Use Restriction**”); and

WHEREAS, the Seller desires to offer to convey to Government a fee simple interest in the Property; that is conditioned upon (a) the Government’s acceptance of this Offer, (b) the completion of “Due Diligence” (as hereinafter defined), which shall include but not be limited to, the completion of the Government’s legal obligations under the National Environmental Policy Act (NEPA), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), and Section 106 of the National Historic Preservation Act (NHPA), (c) Government’s final acceptance and approval of the Property, and which may include the Government determining whether its proposed use of the Property is consistent with the Use Restriction and/or whether the Use Restriction will be released, (d) Government’s release of Seller from the Cemetery Maintenance Obligations (as defined in, and pursuant to and as provided in, the “Release of Cemetery Maintenance Obligations” attached hereto as **Exhibit B** (the “**Cemetery Maintenance Release**”), (e) the parties’ compliance with the post-closing obligations in Paragraph 9 of this Offer, and (f) other requirements and Conditions Precedent (defined in Paragraph 5) set forth herein, as satisfactory to the Government in Government’s sole opinion; and

WHEREAS, the Preservation Foundation of the Lake County Forest Preserves (the “**Foundation**”) is a private, not for profit corporation organized and existing under the Illinois General Not For Profit Corporation Act of 1986 (805 ILCS 105/101.01). The Foundation’s primary purpose is to provide financial assistance to benefit Purchaser’s mission. The Foundation raises funds for a variety of Purchaser’s purposes, including land acquisition, habitat restoration, development of trails or other amenities and educational programs; and

NOW THEREFORE, in consideration of the above, the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Offer to Sell.** In consideration of the mutual covenants and agreements set forth herein, the Seller hereby offers to sell and convey to the Government all right, title and interest of the Seller, to the Property.
2. **Acceptance of the Offer.** The Seller agrees that this Offer may be accepted by the Government, through any duly authorized representative, by the Government executing and delivering, mailing, or e-mailing the Notice of Acceptance of Offer attached hereto and incorporated herein as **Exhibit C.** Upon Government’s delivery of the Notice of Acceptance of Offer, the terms and conditions herein shall become a binding agreement (hereinafter, the “**Agreement**”).
3. **Purchase Price.** The amount of consideration to be paid by the Government to the Seller at Closing (as defined in Paragraph 7) for the purchase of the Property (“**Purchase Price**”) shall be the sum of Six Hundred Ten Thousand Dollars (\$610,000.00). Full payment of the Purchase Price, subject to adjustments and prorations provided for in this Offer, shall be paid by Government to Seller or, at Seller's direction, the Foundation, at the time of Closing.
4. **Due Diligence Investigations.** Commencing upon Acceptance and for a period of ninety (90) days thereafter (the “**Due Diligence Period**”), Government, its agents, employees and contractors, shall be entitled to perform, at Government’s sole cost and expense, such due diligence investigations and inspections of the Property and all matters relating thereto and each aspect thereof that Government determines necessary or appropriate (“**Due Diligence**”). Due Diligence shall be conducted in accordance with the Property Access Agreement (“**Access Agreement**”) between Seller and Government attached hereto as **Exhibit D.** Government’s Due Diligence activities may include, without limitation, reviewing and assessing title matters concerning the Property, conducting surveys, reviewing and assessing the compliance of the Property with applicable laws, rules and regulations such as those relating to title, Hazardous Materials (as defined), flood plains, wetlands, water-table, endangered species, historic and archeological structures or artifacts, subsoil and other conditions affecting the Property. In connection therewith, Government and its agents may enter upon the Property (as coordinated through Seller) upon reasonable prior notice to Seller, to perform inspections and tests of the Property and matters related thereto, including, but not limited to, surveys, test borings and environmental studies, subject to the terms and provisions of the Access Agreement. Seller shall have the right, not later than 5:00 p.m. Lake Forest, Illinois time on the last day of the Due Diligence Period (the “**Due Diligence Deadline**”) to either: (a) in the event that Government determines, in its sole and absolute discretion, that the Property is not satisfactory to Government, to terminate the Agreement

by delivering written notice thereof to Seller (“**Due Diligence Termination Notice**”); or (b) notify Seller in writing of any unsatisfactory condition(s) at the Property (“**Conditions**”) which Government desires Seller to cure (“**Remediation Notice**”). If Government timely delivers a Due Diligence Termination Notice, this Offer shall be of no further force and effect except for those that expressly survive such termination. If Government timely delivers a Remediation Notice, Seller shall, within ten (10) business days after receipt of such Remediation Notice, notify Government in writing as to whether Seller commits to cure any or all of the Conditions (“**Remediation Response**”).

5. **Conditions Precedent.** The conditions listed in this Paragraph 5 (“**Conditions Precedent**”) must be satisfied in order for Closing to occur. Should any of the Conditions Precedent not be satisfied, corrected, or mitigated to Government’s satisfaction, Government may, at its sole discretion, terminate this Offer and reject the Seller’s offer whereupon the terms and conditions stated herein shall be of no further force and effect except for those that expressly survive such termination.

(a.) **Title.** Government will obtain a title insurance commitment, prepared by a title insurance company selected by Government (the “Title Company”), obligating the Title Company to issue a title insurance policy using the form of American Land Title Association (ALTA) U.S. Policy, 9-28-91 (Revised 12-13-12) (the “Commitment”), for the Property. The Commitment shall reflect the United States of America and its assigns as the proposed insured in the full amount of the Purchase Price and insure fee simple title to the Property.

(i.) **Title Defects.** The legal title to the Property must be satisfactory to the Attorney General of the United States whose written approval thereof shall be obtained prior to the conveyance. Seller acknowledges that the title examination of the Property shall be conducted by attorneys of the United States Government pursuant to 40 USC §3111 and in accordance with the Regulations of the Attorney General Governing the Review and Approval of Title for Federal Land Acquisitions (2016) (“The Attorney General’s Title Regulations 2016”), and other applicable laws and regulations, as hereinafter provided. The Attorney General shall notify Seller, not later than the Due Diligence Deadline, of any exceptions to title that are unacceptable to the Attorney General (“Title Defects”). Within ten (10) business days after receipt of Government’s notice of Title Defects, Seller shall notify Government whether Seller is able and willing to cure any or all of the Title Defects; provided, however, that Seller shall in all events be obligated to cure any Title Defects which constitute monetary liens of a definite and ascertainable amount. In the event that Seller notifies Government that Seller is unable or unwilling to remove or mitigate any such Title Defects, Government may, at its sole discretion: (i) proceed to Closing and accept the Property subject to such Title Defects, without any reduction in the Purchase Price, or (ii) terminate this Offer, whereupon the terms and conditions stated herein shall be of no further force and effect except for those that expressly survive such termination.

(ii.) **Delay in Closing Due to Title Defects.** If the Seller is unable to cure any Title Defect that Seller has committed in writing to cure, the Seller shall provide notice to Government a minimum of thirty (30) days prior to the Closing Date (as defined in Paragraph 7), and thereupon the Closing Date (as defined in Paragraph 7) shall be extended for a period of time equivalent to the number of days necessary to clear such Title Defects, unless a new Closing

Date (as defined in Paragraph 7) is agreed to in writing by both parties. The Government, at its sole discretion, may grant the Seller additional time to clear Title Defects which Seller has committed in writing to cure.

(b.) **Intentionally Omitted.**

(c.) **Secretarial Approval.** 38 U.S.C. § 2406 authorizes the Secretary of the Department of Veterans Affairs to acquire land for Government. Pursuant to Government's land policy, the Secretary must approve this land acquisition in order for this Offer to become a valid and enforceable agreement.

(d.) **Environmental Conditions.** Notwithstanding anything to the contrary in this Section 5, or elsewhere in this agreement, should at any time prior to Closing Date, (i) any Hazardous Materials (as defined in Paragraph 10(c) below) be deposited or otherwise enter or affect the Property, or (ii) any environmental law be violated that affects the Property, or (iii) any other adverse environmental condition affect the Property, not caused by the acts or omissions of the Government, any occurrence of the foregoing shall be deemed a Title Defect and subject to the provisions of Section 5(a)(i), above.

(e.) **Application of Sale Proceeds; Satisfaction.** If, as of the Closing Date (as defined in Paragraph 7), there are any Title Defects that the Seller is obligated to pay and discharge, the Seller shall use the cash balance of the Purchase Price to satisfy the same before applying such proceeds to any instruments in recordable form sufficient to satisfy such liens and encumbrances of record, together with the cost of recording and filing said instruments. The existence of any such tax or other liens and encumbrances shall not be deemed Title Defects as of the Closing Date (as defined in Paragraph 7) if the Seller shall comply with the foregoing requirements.

6. **Maintenance of Property.** From and after the date of this Offer, through the Closing Date (as defined in Paragraph 7), the Property will be operated and managed by the Seller in the normal course of business, in a manner consistent with the way the Property is presently being operated and managed.

7. **Closing.** The deed of conveyance shall transfer the Seller's interest to Government pursuant to this Offer (the "**Closing**") on a mutually agreed upon date on or before September 30, 2025 (the "**Closing Date**"). Possession of the Property shall be delivered to Government immediately following the Closing.

(a.) **Seller's Deliveries.** At Closing, Seller shall deliver to Government the following (collectively, the "Seller's Closing Documents"):

(i.) Quit Claim Deed, in recordable form conveying fee simple title to the Property to Government, free from encumbrances except as may be specifically described therein (the "**Deed**").

(ii.) A Cemetery Maintenance Release, executed by Seller.

(iii.) Taxes and assessments for the then current year and future years, if applicable, as are not yet due and payable at Closing.

(iv.) An executed Closing Statement.

(v.) Any affidavit required by the Title Company to delete exceptions for parties in possession and mechanics' and materialmen's liens from the title policy for the Property.

(vi.) All other documents reasonably required to effectuate this Offer and the transaction contemplated hereby.

(vii.) Any and all keys, codes, or information related to access to and security of the Property.

(vii.) A recording instrument agreeing that the Seller, its respective heirs, executors, administrators, successors, and permitted assigns, will not seek to enforce the Use Restrictions in Quit Claim Deed recorded as Document No. 4095134, executed by Seller.

(b.) **Government's Deliveries.** It is agreed that the Government will defray the expenses incident to the preparation and recordation of the deed to the United States and procurement of the necessary title evidence. At Closing, Government shall deliver to Seller the following (or, with respect to (i), at Seller's direction, the Foundation) the following:

(i.) The Purchase Price.

(ii.) A Cemetery Maintenance Release, executed by Government.

(iii.) An executed Closing Statement.

(iv.) All other documents reasonably required to effectuate this Offer pursuant to federal law.

(c.) **Delay of Closing.** In the event Seller is unable to convey title or satisfy the Condition Precedents in this Offer, then Government shall have the option of either: (i) accepting at Closing such title as Seller is able to convey, if such Title Defect(s) is (are) waivable by Government, or (ii) terminating this Agreement, in which event all obligations, liabilities and rights of the parties under this Offer shall terminate except as otherwise herein provided.

8. **Apportionments, Taxes and Expenses.**

(a.) **Prorations for Ad Valorem Taxes.** All ad valorem taxes for the year of the Closing shall be prorated as of the Closing Date. Seller expressly agrees to pay any and all ad valorem taxes for all periods prior to the Closing Date. Seller shall be responsible for the payment of any and all roll-back taxes that are attributable to all periods prior to the Closing Date promptly after receipt of notice from Government that any such roll-back taxes have been levied and assessed against the Property for such periods. The provisions of this Paragraph shall survive Closing.

(b.) **Prorations for Non Ad Valorem Taxes.** Taxes that are assessed, levied, imposed, or that are a lien on the Property, as well as rents, general and special water and sewer rent or rates, electric and gas charges, and any other charges, if any, (“**Non Ad Valorem Taxes**”) shall be pro-rated and adjusted to the day of Closing, or the day the Government takes possession of the Property, whichever event occurs earlier. Seller expressly agrees to pay any and all Non Ad Valorem taxes for the period as of and subsequent to the Closing Date. The provisions of this Paragraph shall survive any Closing and any termination of this Agreement.

(c.) **Operating Expenses.** All maintenance, management, electricity, water, gas, sewage and other utility and operating expenses applicable to the Property shall be prorated between the Seller and Government as of the Closing. The proration will be made based upon final readings or invoices as of Closing, or based on estimates of the amounts that will be due and payable on the next payment date, if no final readings or invoices are available. During the sixty (60) day period following the Closing, Seller and Government shall recalculate the foregoing adjustment with the result that Seller shall pay for those expenses attributable to the period of time prior to the Closing Date and Government shall pay for those expenses attributable to the period of time commencing with the Closing Date. Any and all deposits held by utility companies or with other providers of services to the Property shall remain the property of Seller and be returned to the Seller by such companies and providers.

(d.) **Closing Costs.** Government shall pay all of the costs associated with Closing, preparation, and recordation of the Deed as well as other documents necessary to effectuate the transfer of title to the Government and an owner's policy of title insurance.

9. **Post-Closing Rights and Obligations.**

(a.) **Immediate Right of Use and Occupancy.** If the Government and Seller agree to the Government’s immediate occupancy and use of the land for any purpose whatsoever, from and after acceptance by the Government of this Offer, before closing, a separate Immediate Right of Use and Occupancy agreement will be attached and incorporated herein as a part of this Offer, an Exhibit.

(b.) **Existing District Parking Lot.** The parties acknowledge that the existing District parking lot adjacent to the Cemetery and generally depicted on **Exhibit E** as the “Existing District Parking Lot” is intended to provide parking only for members of the general public and not for persons using the Cemetery or, following conveyance of the Property, the Property or the Columbaria. Accordingly, the Government (i) shall cause its employees, contractors, representatives, and other visitors not to park in the Existing District Parking Lot and (ii) at all times during and after construction and development of the Columbaria, shall cause its contractors not to block, limit, or interfere in any way with, the District’s or the general public’s access to or use the Existing District Parking Lot.

Any provision in this Offer to Sell that purports to assign liability or require expenditure of funds to the Government shall be governed by the provisions of the Contract Disputes Act of 1978, 41 U.S.C. §§ 7101-7109, Anti-deficiency Act, 31 U.S.C. §1341, the Federal Tort Claims Act, 28 U.S.C. §§1346(b)(1), 2671-2680, and shall be subject to the availability of appropriations.

(c.) **Pre-Construction Inspection.** Government will cause its contractors, prior to the commencement of each phase of construction of the Columbaria, to schedule an on-site meeting with the District’s Executive Director or his designee(s) at the Existing District Parking Lot to inspect and photographically document the condition of the Existing District Parking Lot and Vattman Road before construction activities commence within the Property.

Any provision in this Offer to Sell that purports to assign liability or require expenditure of funds to the Government shall be governed by the provisions of the Contract Disputes Act of 1978, 41 U.S.C. §§ 7101-7109, Anti-deficiency Act, 31 U.S.C. §1341, the Federal Tort Claims Act, 28 U.S.C. §§1346(b)(1), 2671-2680, and shall be subject to the availability of appropriations.

(d.) **Construction Access.** Government will cause its contractors to (i) access the Property only via (a) the U.S. Army Reserve Center or (b) Vattman Road (in the locations generally depicted on **Exhibit E**), (ii) when using Vattman Road, operate vehicles only on the existing pavement, (iii) not operate any vehicle on any District trail, or any other District Property, except Vattman Road.

Any provision in this Offer to Sell that purports to assign liability or require expenditure of funds to the Government shall be governed by the provisions of the Contract Disputes Act of 1978, 41 U.S.C. §§ 7101-7109, Anti-deficiency Act, 31 U.S.C. §1341, the Federal Tort Claims Act, 28 U.S.C. §§1346(b)(1), 2671-2680, and shall be subject to the availability of appropriations.

(e.) **Safety Barriers and Erosion Control Devices.** Prior to the commencement of each phase of construction, the Government will cause its contractors to

- (i) install construction safety barriers along the boundaries of the Property sufficient to keep the public from entering the construction area,
- (ii) install sufficient protective devices to control soil erosion and prevent sediment flows onto adjacent District land (“**Erosion Control Devices**”), including but not limited to
 - a. silt fences (static sliced or trenched in, backfilled and compacted) along either
 - (1) the area being developed during each phase of construction or
 - (2) the entire boundary between the Property and District land,
 - b. a triangular silt dike at the location identified on **Exhibit E** (the “**Silt Dike**”), and
 - c. sufficient inlet protection devices (“**Inlet Protection**”) to ensure silt and sediment do not enter the existing underground drainage system within the Property that drains onto adjacent District land, as depicted on **Exhibit E**.
- (iii) maintain all Erosion Control Devices in an upright and good condition at all times, including immediately replacing any fabric or stakes that become ineffective and

removing sediment from all Erosion Control Devices when accumulation reaches one-half the height of the device.

Any provision in this Offer to Sell that purports to assign liability or require expenditure of funds to the Government shall be governed by the provisions of the Contract Disputes Act of 1978, 41 U.S.C. §§ 7101-7109, Anti-deficiency Act, 31 U.S.C. §1341, the Federal Tort Claims Act, 28 U.S.C. §§1346(b)(1), 2671-2680, and shall be subject to the availability of appropriations.

(f.) **Abating Dangerous Conditions.** If, during the construction of the Columbaria, any acts or omissions by or through the Government or its contractors results in a condition that threatens the health or safety of the general public or District employees using District lands, the Government will take all necessary action within its legal authority to abate the condition.

Any provision in this Offer to Sell that purports to assign liability or require expenditure of funds to the Government shall be governed by the provisions of the Contract Disputes Act of 1978, 41 U.S.C. §§ 7101-7109, Anti-deficiency Act, 31 U.S.C. §1341, and the Federal Tort Claims Act, 28 U.S.C. §§1346(b)(1), 2671-2680 and shall be subject to the availability of appropriations.

(g.) **Restoration.** If any damage occurs to Vattman Road, the Existing District Parking Lot, or any other District land resulting from construction access, Government shall cause its contractors to restore such property to its prior condition, to the satisfaction of the District's Executive Director and at no cost to the District or Government.

Any provision in this Offer to Sell that purports to assign liability or require expenditure of funds to the Government shall be governed by the provisions of the Contract Disputes Act of 1978, 41 U.S.C. §§ 7101-7109, Anti-deficiency Act, 31 U.S.C. §1341, the Federal Tort Claims Act, 28 U.S.C. §§1346(b)(1), 2671-2680, and shall be subject to the availability of appropriations.

10. **Representations, Warranties and Covenants of Seller.** The Seller hereby represents and warrants that to the best of Seller's actual knowledge, the representations and warranties contained within this Paragraph are true and accurate. At Closing, the Seller shall again, verify the truth and accuracy of these representations, warranties, and covenants, which shall constitute a condition to Closing for the benefit of Government.

(a.) **Authority.** Seller has requisite power and authority to enter into this Offer and all documents now or hereafter to be executed and delivered by Seller pursuant to this Agreement. Each person that executes this Offer on behalf of the Seller has the authority to do so and the power to bind the Seller. Seller covenants that the spouse, if any, of the Seller, by signing below, agrees to join in any deed to the Government and to execute any instrument deemed necessary to convey to the Government any separate or community estate or interest in the subject property and to relinquish and release any dower, curtesy, homestead, or other rights or interests of such spouse therein.

(b.) **Condition of Title.** Seller has and is able to convey fee simple title to the Property, subject only to Title Defects accepted or deemed accepted by the Attorney General of the United States of America, as governed by the provisions set forth in Section 5 above. Seller represents and warrants

that no outstanding rights of first refusal, rights of reverter or options to purchase relating to the Property exist.

(c.) Intentionally Omitted.

(d.) No Leases or Other Interests Exist for the Property. Except as may be disclosed in the Commitment, the Seller is not aware of any existing leases nor agricultural, riparian, surface rights or occupancy agreements currently affecting the Property and the Seller shall not enter into any agreement affecting the Property following the Effective Date.

(e.) Mineral Rights. Except as may be disclosed in the Commitment, the Seller is not aware of any agreements that exist allowing any party an interest in and/or access to mineral or oil rights on or below the Property. The Seller further agrees not to enter into such an agreement following the Effective Date.

(f.) Debt, Creditors and Bankruptcy. The Seller has not (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by the Seller's creditors; (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of the Seller's assets; (iv) suffered the attachment or other judicial seizure of all, or substantially all, of the Seller's assets; (v) admitted in writing its inability to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to its creditors generally; transferred any fee interest in the Property prior to the date of this Offer.

11. **Government's Representations.** Provided the Conditions Precedent in this Offer are satisfied, Government will have all requisite power and authority to take title to the Property.

12. **Risk of Loss.** The Seller agrees that loss or damage to the property by fire or acts of God shall be at the risk of the Seller until the title to the Property and Deed to the Government have been accepted by the Government through its duly authorized representative; and, in the event that such loss or damage occurs, the Government may, without liability, refuse to accept conveyance of the title or it may elect to accept conveyance of title to the Property, in which case there shall be an equitable adjustment of the Purchase Price.

13. **Notices.** All notices, approvals, consent, requests and other communications required by this Offer shall be sent in writing and directly to the appropriate party listed below:

If to Seller:

Executive Director
Lake County Forest Preserve District
1899 W. Winchester Road
Libertyville, IL 60048
(847) 367-6640

With a copy to:

Burke, Warren, MacKay & Serritella, P.C.
Attn: Rachel Wanroy, Esq.
330 North Wabash, Suite 2100
Chicago, IL 60611
(312) 840-7079
Email: rwanroy@burkelaw.com

If to Government:

Associate Executive Director
Office of Real Property (003C7)
Office of Construction and Facilities Management
Department of Veterans Affairs
425 I Street NW
Washington, DC 20001
(202) 632-6265

With a copy to:

Nam Tran
Department of Veterans Affairs
Office of Real Property
Land Acquisition and Strategic Utilization (003C7D)
425 I Street NW
Washington, DC 20001
(504)491-0496
Nam.Tran3@va.gov

With an additional copy to:

Department of Veterans Affairs
Office of General Counsel
Real Property Law Group
Attn: Chief Counsel
810 Vermont Ave, NW
Washington, DC 20420

Each notice shall be deemed received at the earlier of (a) when delivered by hand, (b) forty-eight (48) hours after the same has been deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, (c) twenty-four (24) hours after the same has been deposited for overnight delivery with a nationally recognized overnight delivery service which provides tracking and receipt services for such deposited notices, or (d) by e-mail to the parties listed above, addressed in all cases to the respective party at their addresses and e-mail addresses set forth above.

14. **No Agency or Broker Relationship.** Government represents to Seller that Government has not employed any broker or agent in connection with this transaction. The Government, however, reserves the right to employ a broker or agent to coordinate due diligence activities on behalf of Government, provided the Government shall be solely responsible for any fees or commissions payable to any agent or broker employed by the Government. Seller represents to Government that Seller has not employed any broker or agent on a commissionable basis in connection with this transaction. If, however, Seller employs a broker or an agent on a commissionable basis in connection with this transaction, Seller agrees to pay all broker commissions earned in connection with this Offer pursuant to any relationship between Seller and a broker or agent, if any, as and when the Closing shall occur. If Seller breaches, or otherwise violates this warranty, Government has the right to the following: (1) annul this Offer without liability; (2) at its sole discretion, deduct from the Purchase Price an amount equal to liability incurred due to Seller's action; and or (3) otherwise recover from Seller the full amount of the commission, percentage, brokerage fee or contingent fee. The provisions of this Paragraph shall survive Closing or the termination of this Agreement.

15. **Remedies.**

(a.) **Seller's Remedies.** If Seller shall have fulfilled all of its obligations under this Offer in the time and manner specified herein and Government breaches any of its obligations hereunder, then this Offer shall terminate and the parties shall be relieved of all further obligations and liabilities hereunder, except as expressly set forth herein.

(b.) **Government's Remedies.** If Government fulfills its obligations under this Offer in the time and manner specified herein and Seller breaches any of its obligations hereunder, Government shall have the right under this Offer to: (a) bring an action for specific performance for conveyance of the Property on the terms set forth in this Offer, or (b) terminate this Offer and the parties shall be relieved of all further obligations and liabilities hereunder, except as expressly set forth herein.

(c.) **Exclusive Remedies.** By the express agreement of Government and Seller, the remedies set forth in this Paragraph constitute the sole remedies at law or in equity available to Government and Seller, to the extent permitted by law.

(d.) **Notice of Default and Right to Cure.** If a party defaults under any of provision of this Offer, the non-defaulting party will give to the defaulting party a written notice of the default. The defaulting party shall have thirty (30) days after receipt of this notice to cure the default. If the defaulting party fails to cure the default within this time period, the non-defaulting party may exercise those remedies granted under this Paragraph or applicable law.

16. **Miscellaneous.**

(a.) **No Benefit.** The Seller represents and it is a condition of acceptance of this Offer that no member of or delegate to Congress, or resident commissioner, shall be admitted to or share any part of this Offer, or to any benefits that may arise therefrom. This provision shall not be construed to extend to any agreement if made with a corporation for its general benefit.

(b.) **Adjustment in Sales Price.** The description of the Property is subject to such modifications as may be necessary to conform to a survey of the Property to be made and at the expense of the Government. In the event that the Property has an area less than indicated by the dimensions given in the description, the Government shall elect to take an equitable reduction in the amount of the purchase price. The Government is not obligated to conclude the purchase of an area less than that described.

(c.) **Intentionally Omitted.**

(d.) **Governing Law and Parties in Interest.** This Offer shall be governed by the laws of the United States of America and shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

(e.) **Time is of the Essence.** Time is of the essence for this Offer. If the expiration of any time period set forth herein falls on a Saturday, Sunday or legal holiday, such time period shall be deemed to expire on the next day which is not a Saturday, Sunday or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 P.M., Eastern.

(f.) **Headings.** The headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Offer, nor shall they affect its meaning, construction or effect.

(g.) **Counterparts.** This Offer may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(h.) **Appendices, Addendums and Exhibits.** All documents which are referred to in this Offer, and which are attached hereto or specifically referenced and labeled, shall be incorporated in and constitute a part of this Offer.

(i.) **Jurisdiction and Venue.** This Offer shall be governed by Federal law, and the jurisdiction for any litigation shall be in the United States District Court, Federal District of Illinois.

(j.) **Entire Agreement.** All terms and conditions with respect to this Offer are expressly contained herein and supersede all previous oral and written statements and documents, and the Seller agrees that no representative or agent of the Government has made any representation or promise with respect to this Offer not expressly contained herein. This Offer may be amended, modified or altered only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought.

(k.) **Disputes.** Any provision in this Offer that purports to assign liability or require expenditure of funds to the Government shall be governed by the provisions of the Contract Disputes Act of 1978, 41 USC 601-613, Anti-deficiency Act, 31 USC 1341, the Federal Tort Claims Act, 28 USC § 2671 et seq.

[Signatures will continue on the following pages]

IN WITNESS WHEREOF, the parties have executed and delivered this Offer to Sell Real Property as an instrument under seal as of the date first above written.

SELLER:

LAKE COUNTY FOREST PRESERVE DISTRICT

By: _____

Name: Jessica Vealitzek

Title: President

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, CERTIFY THAT Jessica Vealitzek, 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 instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 2025.

NOTARY PUBLIC

SCHEDULE OF EXHIBITS

- Exhibit A Legal Description of Land
- Exhibit B Cemetery Maintenance Release
- Exhibit C Notice of Acceptance
- Exhibit D Access Agreement
- Exhibit E General Depiction of Existing District Parking Lot, Construction Access Location on Vattman Road, Silt Dike, and Inlet Protection

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL ONE:

THAT PART OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 10, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF FRACTIONAL SECTION 10; THENCE SOUTH 89 DEGREES 29 MINUTES 03 SECONDS WEST ALONG THE NORTH LINE THEREOF, 650.41 FEET; THENCE SOUTH 33 DEGREES 37 MINUTES 31 SECONDS EAST, 264.47 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 176.59 FEET; THENCE SOUTH 36 DEGREES 19 MINUTES 28 SECONDS WEST, 212.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 121.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 142.25 FEET; THENCE NORTH 53 DEGREES 52 MINUTES 20 SECONDS WEST, 265.63 FEET; THENCE NORTH 19 DEGREES 06 MINUTES 42 SECONDS WEST, 141.36 FEET; THENCE SOUTH 33 DEGREES 53 MINUTES 17 SECONDS WEST, 355.15 FEET; THENCE SOUTH 21 DEGREES 16 MINUTES 08 SECONDS WEST, 102.81 FEET; THENCE SOUTH 57 DEGREES 28 MINUTES 51 SECONDS EAST, 225.13 FEET; THENCE SOUTH 33 DEGREES 57 MINUTES 29 SECONDS WEST, 48.00 FEET; THENCE SOUTH 56 DEGREES 44 MINUTES 14 SECONDS EAST, 74.59 FEET; THENCE NORTH 25 DEGREES 50 MINUTES 05 SECONDS EAST, 67.06 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVED LINE HAVING A RADIUS OF 313.27 FEET AND BEING CONCAVE SOUTHEASTERLY, AN ARC DISTANCE OF 333.49 FEET (CHORD BEARS NORTH 56 DEGREES 19 MINUTES 50 SECONDS EAST, 317.97 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG A CURVED LINE HAVING A RADIUS OF 207.00 FEET AND BEING CONCAVE NORTHWESTERLY, AN ARC DISTANCE OF 127.45 FEET (CHORD BEARS NORTH 69 DEGREES 11 MINUTES 24 SECONDS EAST, 125.44 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE NORTHEASTERLY ALONG A CURVED LINE HAVING A RADIUS OF 5.00 FEET AND BEING CONCAVE NORTHWESTERLY, AN ARC DISTANCE OF 4.50 FEET (CHORD BEARS NORTH 25 DEGREES 46 MINUTES 33 SECONDS EAST, 4.35 FEET) TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 17.07 FEET TO THE POINT OF BEGINNING. CONTAINS 140,335 SQUARE FEET (3.22 ACRES)

PARCEL TWO:

THAT PART OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 10, TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF FRACTIONAL SECTION 10; THENCE SOUTH 89 DEGREES 29 MINUTES 03 SECONDS WEST ALONG THE

NORTH LINE THEREOF, 250.41 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 29 MINUTES 03 SECONDS WEST ALONG SAID NORTH LINE, 400.00 FEET; THENCE SOUTH 33 DEGREES 37 MINUTES 31 SECONDS EAST, 264.47 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 176.59 FEET; THENCE SOUTH 36 DEGREES 19 MINUTES 28 SECONDS WEST, 80.95 FEET; THENCE SOUTH 53 DEGREES 40 MINUTES 32 SECONDS EAST, 11.33 FEET; THENCE NORTHEASTERLY ALONG A CURVED LINE HAVING A RADIUS OF 200 FEET AND BEING CONCAVE NORTHWESTERLY, AN ARC DISTANCE OF 246.70 FEET (CHORD BEARS NORTH 30 DEGREES 58 MINUTES 53 SECONDS EAST, 231.36 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG A CURVED LINE HAVING A RADIUS OF 240.00 FEET AND BEING CONCAVE SOUTHEASTERLY, AN ARC DISTANCE OF 328.57 FEET (CHORD BEARS NORTH 34 DEGREES 51 MINUTES 51 SECONDS EAST, 303.50 FEET); THENCE NORTH 00 DEGREES 30 MINUTES 57 SECONDS WEST, 24.96 FEET TO THE POINT OF BEGINNING. CONTAINS 64,403 SQUARE FEET (1.48 ACRES).

EXHIBIT B

CEMETERY MAINTENANCE RELEASE

[Attached]

RELEASE OF CEMETERY MAINTENANCE OBLIGATIONS

This Release of Cemetery Maintenance Obligations (this "Release") is made this _____ day of _____, 2025 (the "Effective Date") by and between the Lake County Forest Preserve District (hereinafter the "District")

-AND-

United States of America, acting by and through the United States Department of Veteran Affairs, (hereinafter the "VA") having an office at 810 Vermont Avenue NW, Washington, D.C. 20420 with a mailing address of 425 I Street, NW, Washington, D.C. 20001 Attn: Associate Executive Director, Office of Real Property.

WITNESSETH:

WHEREAS, on February 20, 1998, the District and the United States of America, acting by and through the Secretary of the Army (the "Army"), entered into that certain "Memorandum of Agreement between the United States of America, acting by and through the Secretary of the Army, United States Department of the Army and Lake County Forest Preserve District for the Conveyance of a Portion of Fort Sheridan Located in Lake County, Illinois" (the "1998 MOA"); and

WHEREAS, the 1998 MOA (under the provision titled "AGREEMENT TO CONVEY") required the Army to convey to the District certain real property defined in the 1998 MOA as the "Property". On February 27, 1998, the Army executed a Quitclaim Deed conveying a portion of the Property (the "Phase I Property") to the District (the "Quitclaim Deed"). On March 3, 1998, the District accepted the Quitclaim Deed and the conveyance of the Phase I Property. On March 3, 1998, the Quitclaim Deed was recorded as Document No. 4095134, in the Public Records of Lake County, Illinois. The District owns and operates the Phase I Property as part of its "Fort Sheridan Forest Preserve". A portion of Fort Sheridan Forest Preserve is generally depicted on Exhibit A to this Release; and

WHEREAS, pursuant to the Defense Authorization Amendments and Base Closure and Realignment Act of 1988, Public Law 100-526, a portion of the military installation at Fort Sheridan, Illinois (Fort Sheridan), was determined to be surplus property in accordance with the requirements of the Base Closure Act and the Federal Property and Administration Services Act of 1939, as amended, and in 1998 the Army conveyed the Property, to the District pursuant to the special legislative authority as set forth in Section 125(a) of Public Law 104-32, including the conveyance of the Phase I Property as set forth in the previous clause; and

WHEREAS, the 1998 MOA (under Section 2 of CONDITIONS TO TRANSFER) obligated the District to perform in perpetuity the care and maintenance activities listed in Section 2.a through 2.n under CONDITIONS TO TRANSFER (the "Cemetery Maintenance Obligations") at the cemetery that is located adjacent to the Phase I Property and known, at various times as "Fort Sheridan Post Cemetery"

and “Fort Sheridan National Cemetery” (the “Cemetery”). The Cemetery is generally depicted on Exhibit A to this Release; and

WHEREAS, on December 13, 2019, the Army transferred to the VA operating control and administrative jurisdiction over the Cemetery, pursuant to the letter dated December 13, 2019, attached as Exhibit B to this Release; and

WHEREAS, on October 25, 2019, the Army, the VA, and the District entered into that certain “First Amendment to Memorandum of Agreement between the United States of America, Acting by and through the Secretary of the Army, United States Department of the Army and Lake County Forest Preserve District for the Conveyance of a Portion of Fort Sheridan Located in Lake County, Illinois dated February 20, 1998” (the “First Amendment to 1998 MOA”; the 1998 MOA, as amended by the First Amendment to 1998 MOA, is the “Amended 1998 MOA”). The First Amendment to 1998 MOA (i) acknowledged that jurisdiction of the Cemetery would transfer from the Army to the VA, (ii) amended certain provisions of the 1998 MOA, and (iii) provides that the VA will have all future responsibilities and access rights to act for the United States regarding Cemetery matters, including the right to amend the Amended 1998 MOA with concurrence of the District. The 1998 MOA and the First Amendment to 1998 MOA are attached as Exhibit C; and

WHEREAS, VA and the District have entered into an “Offer to Sell Real Property” dated July 9, 2024 (the “Offer to Sell”) pursuant to which the District would sell to the VA a portion of the Phase 1 Property that is adjacent to the Cemetery, includes approximately 4.7 acres, is legally described in the Offer to Sell, and is generally depicted in Exhibit A to this Release (the “Subject Property”); and

WHEREAS, the Offer to Sell provides that, upon the closing of VA’s acquisition of the Subject Property (the “Closing”), the District and VA would execute this Release, which releases the District from the Cemetery Maintenance Obligations; and

WHEREAS, the Closing has occurred;

NOW THEREFORE, the parties agree to the following provisions:

- 1. Continued Cemetery Maintenance.** On and from the Effective Date through November 2024, District will continue to perform the Cemetery Maintenance Obligations.
- 2. Release of Cemetery Maintenance Obligations.** Effective as of December 1, 2024, VA hereby releases the District from any and all of its Cemetery Maintenance Obligations. Effective as of December 1, 2024, the District shall have no Cemetery Maintenance Obligations.

3. **Amendment to Amended 1998 MOA.** This Release supersedes any conflicting provision of, and is an amendment to, the Amended 1998 MOA.
4. **Miscellaneous.**
- a. **Counterparts.** This Release may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
 - b. **Exhibits.** All exhibits which are referred to in this Release and which are attached hereto or specifically referenced and labeled, shall be incorporated in and constitute a part of this Release.
 - c. **Limitation on Expenditures.** Notwithstanding any other provision of this Release, any VA duties or responsibilities arising from this Release, shall be subject to the availability of authorized and appropriated funds. Nothing in this Release shall be interpreted to require obligation or payment of funds by VA of applicable law, including but not limited to, the Anti-Deficiency Act, 31 U.S.C. 1341 *et. seq.*

The undersigned execute this Release of Cemetery Obligations and acknowledge that this Release will become effective as of the Effective Date.

**Lake County Forest Preserve
District**

By: _____
Name: _____
Title: _____




**U.S. Department of Veterans
Affairs**

By: _____
Name: _____
Title: _____

INDEX OF EXHIBITS

- | | |
|------------------|---|
| EXHIBIT A | General Depiction of Fort Sheridan Forest Preserve (Portion), Cemetery, and Subject Property |
| EXHIBIT B | Letter Transferring Administrative Jurisdiction and Operational Control of the Fort Sheridan Post Cemetery |
| EXHIBIT C | 1998 MOA and First Amendment to 1998 MOA |

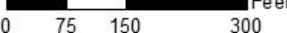
EXHIBIT A
GENERAL DEPICTION OF FORT SHERIDAN FOREST PRESERVE (PORTION), CEMETERY, & SUBJECT PROPERTY

 Fort Sheridan Forest Preserve (Portion)  Cemetery  Subject Property

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

 Feet
0 75 150 300

2023 Aerial Photo

Map Prepared 24 June 2024

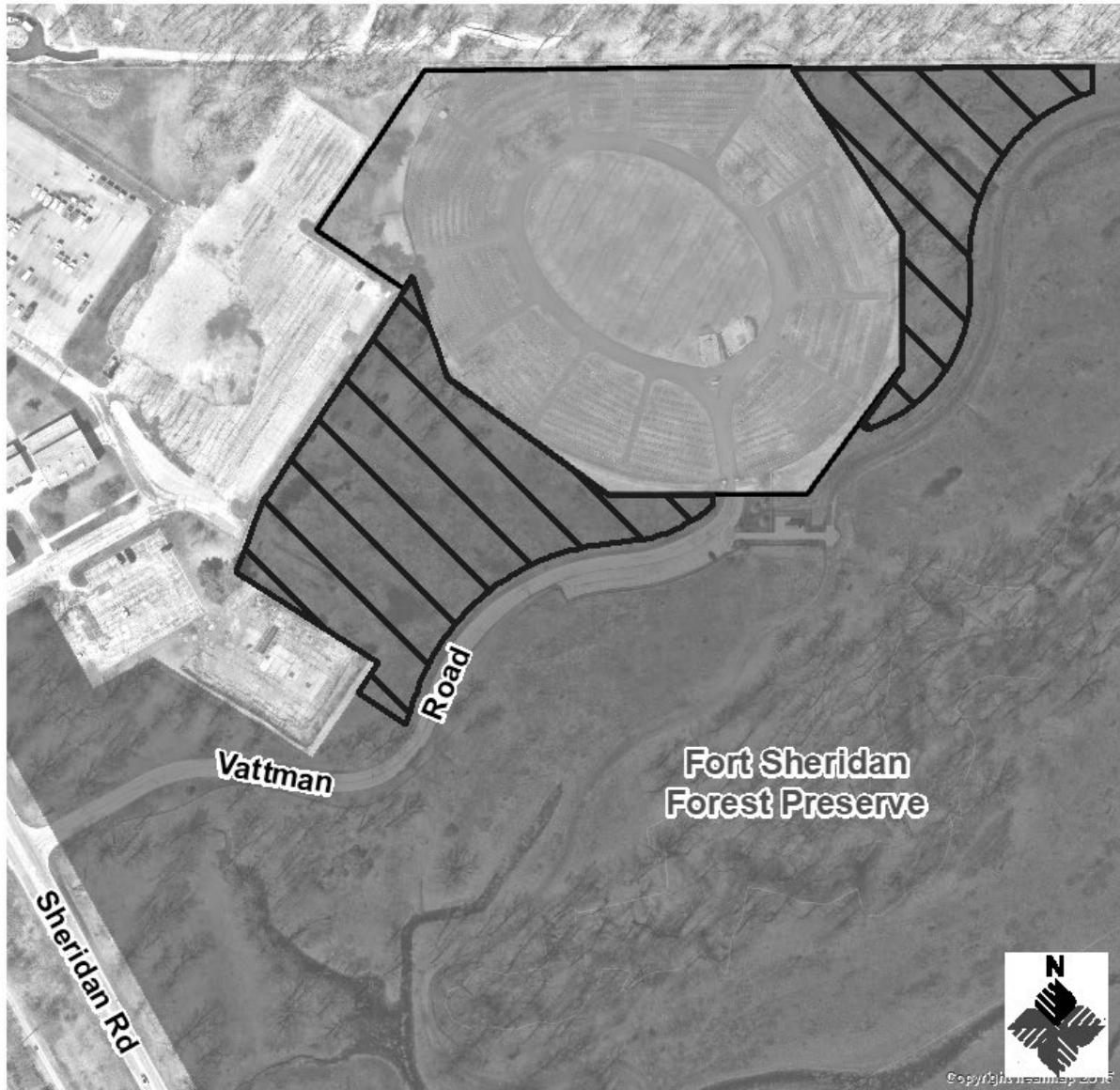


EXHIBIT B

LETTER TRANSFERRING ADMINISTRATIVE JURISDICTION AND OPERATIONAL CONTROL
OF THE FORT SHERIDAN POST CEMETERY



DEPARTMENT OF THE ARMY
OFFICE OF THE ASSISTANT SECRETARY OF THE ARMY
INSTALLATIONS, ENERGY AND ENVIRONMENT
110 ARMY PENTAGON
WASHINGTON, DC 20310-0110

DEC 06 2019

Scott MacRae
Acting Associate Executive Director
Office of Real Property
Office of Construction and Facilities Management
U.S. Department of Veterans Affairs
425 I Street, N.W.
Washington, DC 20001

Dear Mr. MacRae:

The National Cemetery Administration, U.S. Department of Veterans Affairs ("VA") and Army National Military Cemeteries, U.S. Department of the Army ("Army") executed a Letter of Intent dated September 22, 2017 to document their intent to transfer eleven Army post cemeteries to the VA and for the VA to operate and maintain the post cemeteries upon transfer from the Army. Pursuant to the Letter of Intent, VA submitted a GSA Form 1334, Request for Transfer of Excess Real and Related Personal Property executed July 31, 2019, requesting the transfer of the Fort Sheridan Post Cemetery, Fort Sheridan, IL ("Cemetery"). Statutory authority for the Army to make the requested transfer is contained in 40 U.S.C. § 521 and section 2905(b) of the Defense Base Closure and Realignment Act of 1990 (part A of Title XXIX of Public Law No. 101-510; 10 U.S.C. § 2687 note), as amended. The Army has determined that the estimated fair market value of the requested real property is zero.

In accordance with VA's request, I hereby transfer operational control and administrative jurisdiction over approximately 7.20 acres of land and the improvements located thereon, known as the Fort Sheridan Post Cemetery, as shown on the enclosed map (**Enclosure 1**) and more particularly described in the enclosed legal description (**Enclosure 2**).

The United States holds proprietary legislative jurisdiction over the property. The Army's records disclose no outstanding interests, encumbrances, or defects affecting the Government's title. The U.S. Army Engineer District, Louisville, has the records pertaining to the acquisition of title to the property and will provide them to VA upon request. The Cemetery is eligible for listing within the National Register of Historic Places. The VA will be responsible for compliance with the National Historic Preservation Act with respect to the Cemetery.

Government and public access to the Fort Sheridan Post Cemetery was reserved in a Quitclaim Deed (February 27, 1998) by and between the United States of America, acting by and through the Secretary of the Army, as Grantor, and the Lake County Forest Preserve District, a body politic and corporate organized and existing under and

pursuant to the laws of the State of Illinois, as Grantee, being recorded as Instrument Number 4095134 in the Office of the Recorder of Deeds, Lake County, Illinois. The above-referenced legal access is a reserved perpetual roadway easement which reads as follows: "The Grantor hereby retains a non-exclusive easement and right-of-way on, over, and through the Property, using the existing roads ("Cemetery Road"), for public access to the Fort Sheridan Post Cemetery, which cemetery and roads are shown on Exhibit E hereto. The Grantee, for itself, its successors and assigns, covenants and agrees to maintain said easement and right-of-way over the cemetery road in perpetuity to allow unrestricted public access to the Fort Sheridan Post Cemetery. The Grantee, its successors, and assigns shall maintain the cemetery road in the same manner and to the same extent as the Grantee maintains the other roads within the Lake County Preserve District property, including but not limited to repair, resurfacing, and replacement of pavement; snow removal; salting and/or sanding during icy conditions; and removal of obstructions. This easement and the terms and conditions contained herein shall be forever binding upon the Grantee, its successors, and assigns and shall run with the land."

A DD Form 1354, Transfer and Acceptance of DoD Real Property, is enclosed for signature to document the transfer of physical custody and accountability of the property to the VA (**Enclosure 3**). An Environmental Condition of Property report, dated May 2019, is also enclosed (**Enclosure 4**). The property is being transferred in "as is" condition. The Army retains no continuing liability for the environmental condition of the property after the date of transfer.

Please sign where indicated at the bottom of this letter to evidence your acceptance of the transfer. In addition, please sign, or have the appropriate VA real property accountable officer sign, the enclosed DD Form 1354, and return all signed documents to this office.

Sincerely,



Paul D. Cramer
Deputy Assistant Secretary of the Army
(Installations, Housing & Partnerships)

Enclosures

ACCEPTANCE

I hereby accept the transfer of administrative jurisdiction and operational control of approximately 7.20 acres of land and improvements comprising the Fort Sheridan Post Cemetery, Fort Sheridan, Illinois, from the Department of the Army effective this ____ day of _____, 2019, under the terms and conditions as described herein.

Scott P.
MacRae
1740501

Digitally signed by Scott
P. MacRae 1740501
Date: 2019.12.13
10:59:25 -05'00'

Scott MacRae
Acting Associate Executive Director
Office of Real Property
Office of Construction and Facilities Management
U.S. Department of Veterans Affairs

<p>27. CONSTRUCTION DEFICIENCIES (Attach blank sheet for continuations)</p>	<p>28. PROJECT REMARKS (Attach blank sheet for continuations) PROJECT IS A TOTAL INSTALLATION/SITE PROPERTY TRANSFER OF THE LAND AND FACILITIES FOR THE FORMER FORT SHERIDAN ARMY POST CEMETERY AND CONVEY THE PROPERTY FROM THE ARMY TO THE VETERANS ADMINISTRATION TRANSFER IS TO INCLUDE USE OF PRIVATE ACCESS ROAD, STORM SEWER SYSTEM, DIRECTORY AND INFORMATIONAL SIGNAGE SUPPORTING THE CEMETERY THAT ARE LOCATED ON ADJACENT PUBLIC/PRIVATE LAND. A PORTABLE GARDEN SHED AND TOILET SUPPORT CONTRACTOR ACTIVITY</p>
<p style="text-align: center;">INSTRUCTIONS</p> <p>GENERAL. This form has been designed and issued for use in connection with the transfer of military real property between the military departments and to or from other government agencies. It supersedes ENG Forms 290 and 290B (formerly used by the Army and Air Force) and NAVDOCKS Form 2317 (formerly used by the Navy). Existing instructions issued by the military departments relative to the preparation of DD Form 1354 are applicable to this revised form to the extent that the various items and columns on the superseded forms have been retained. The military departments may promulgate additional instructions, as appropriate. For detailed instructions on how to fill out this form, please refer to Unified Facilities Criteria (UFC) 1-300-08, dated 16 April 2009 or later.</p> <p>SPECIFIC DATA ITEMS.</p> <ol style="list-style-type: none"> From. Name of the transferring agency Date Prepared. Date of actual preparation. Enter all dates in YYYYMMDD format (Example: March 31, 2010 = 20100331) Project/Job Number. Project number on a DD Form 1381 or Individual Job Order Number. Serial Number. Sequential serial number assigned by the preparing organization (e.g., 2010-0001). To. Name and address of the receiving installation, activity, and Service of the Real Property Accountable Officer (RPAO) RPSUID/SITENAME/INSTCODE/INSTNAME. Site Unique Identifier and name or installation code and name where the constructed facility is located. Contract Number(s). Contract number(s) for this project Placed-in-Service Date. RPA Placed in Service Date This is the date the asset is actually placed-in-service. Transaction Details. <ol style="list-style-type: none"> Method of Transaction. Mark (X) as many boxes as apply. When/Event. When or event causing preparation of DD Form 1354. X only one box Type. Draft, interim, or final DD Form 1354. X only one box. Item Number. Use a separate item number for each facility, no item number for additional usages 	

Building ARMY/17997/2008 Display: General Data

Menu

Building: ARMY/17997/2008
 Dates: 76030 - CEMETERY

General Data

Identification
 Company Code: ARM UNITED STATES ARMY
 Business Entity: 17997 Sheridan Cemetery
 Building: 2008
 RP Site UID: 7265

Unique Identifier

RP: 221525
 Facility Number: 2008
 Relocatable IUID: 76030 - CEMETERY

Validity Period

Valid From: 07/01/18 To:
 Sup. Obj. Valid From: 07/01/18 To(S...): Business entity ARMY/1...

Object Name: BU ARMY/17997/2008 76030 - CEME From
 Object Data
 Subordinate Objec
 Overviews

Government and public access to the Fort Sheridan Post Cemetery (Exhibits "A" and "B") was reserved in a Quitclaim Deed (February 27, 1998) by and between the United States of America, acting by and through the Secretary of the Army, as Grantor, and the Lake County Forest Preserve District, a body politic and corporate organized and existing under and pursuant to the laws of the State of Illinois, as Grantee, being recorded as Instrument Number 4095134 in the Office of the Recorder of Deeds, Lake County, Illinois. The above-referenced legal access is a reserved perpetual roadway easement which reads as follows:

II. Reserved Easements and Rights for the Benefit of Grantor.

A. Cemetery Road. The Grantor hereby retains a non-exclusive easement and right-of-way on, over, and through the Property, using the existing roads ("Cemetery Road"), for public access to the Fort Sheridan Post Cemetery, which cemetery and roads are shown on Exhibit E hereto. The Grantee, for itself, its successors and assigns, covenants and agrees to maintain said easement and right-of-way over the road in perpetuity to allow unrestricted public access to the Fort Sheridan Post Cemetery. The Grantee, its successors and assigns shall maintain the cemetery road in the same manner and to the same extent as the Grantee maintains the other roads within the Lake County Preserve District property, including but not limited to repair, resurfacing, and replacement of pavement; snow removal; salting and/or sanding during icy conditions; and removal of obstructions. This easement and the terms and conditions contained herein shall be forever binding upon the Grantee its successors, and assigns and shall run with the land.

Building ARMY/17997/SCFLG Display: General Data

Menu

Object Overview: Building ARMY/17997/SCFLG 69010 - FLAGPOLE

Find Object:

Resubmission:

Appointment Calendar:

Building: ARMY/17997/SCFLG

General Data: ARN 17997 SCFLG 7265
 Company Code: UNITED STATES ARMY
 Business Entity: Sheridan Cemetery
 Building: SCFLG
 RP Site UID: 7265

Identification: ARN 17997 SCFLG 7265
 Company Code: UNITED STATES ARMY
 Business Entity: Sheridan Cemetery
 Building: SCFLG
 RP Site UID: 7265

Unique Identifier: RP ... 1234537
 Facility Number: SCFLG
 Relocatable IUID: SCFLG

Building: Name of BU 69010 - FLAGPOLE

Validity Period: Valid From 10/01/19 To
 Sup. Obj. Valid From 07/01/18 To(S... Business entity ARMY/1...

Object Name: F1BU ARMY/17997/SCFI 69010 - FLAG From
 Object Data
 Subordinate Objects
 Overviews

Building ARMY/17997/SCFNC Display: General Data

Menu 4 Back Exit Cancel System Display Previous Object Changes Between Display <-> Change Create Building

ARMY/17997/SCFNC 87210 - FENCINGWALLS

Object Overview Find Object Resubmission Appointment Calendar Building ARMY/17997/SCFNC

Object Name BU ARMY/17997/SCFNC 87210 - FENCINGWALLS Details

Object Data Subordinate Objects Overviews

General Data Dates Additional Data Supplementary Texts Fixtures/Fittings Building Module

Company Code Business Entity Building RP Site UID

ARMY 17997 SCFNC 7265

UNITED STATES ARMY Sheridan Cemetery

Unique Identifier RP 1234520 SCFNC

Building Name of BU 87210 - FENCINGWALLS

Validity Period Valid From 10/01/19 To Sup. Obj. Valid From 07/01/18 To S... Business entity ARMY/1...

Building ARMY/17997/SCMON Display: General Data

Menu

ARMY/17997/SCMON

General Data

Building: ARMY/17997/SCMON
 Company Code: ARMY
 Business Entity: 17992
 Building: SCMON
 RP Site UID: 7265

Identification

Company Code: ARMY
 Business Entity: UNITED STATES ARMY
 Building: Sheridan Cemetery
 RP Site UID: 7265

Additional Data

Additional Data: 76020 - MONMEMORIALS

Validity Period

Valid From: 10/01/19 To:
 Sup. Obj. Valid From: 07/01/18 To(S...): Business entity ARMY/1...

Object Name

BU ARMY/17997/SCM/ 76020 - MONMEMEM
 Object Data
 Subordinate Objects
 Overviews

Unique Identifier

RP: 1234540
 Facility Number: SCMON
 Relocatable IUID: 76020 - MONMEMORIALS

Building ARMY/17997/SCRDP Display: General Data

Menu

ARMY/17997/SCRDP

Display Previous Object	Changes Between Display <-> Change	Additional Data	Supplementary Texts	Fixtures/Fittings	Building Module
ARMY/17997/SCRDP	85110 - ROADS, PAVED				

General Data

Building: ARMY/17997/SCRDP
 Company Code: UNITED STATES ARMY
 Business Entity: Sheridan Cemetery
 Building: SCRDP
 RP Site UID: 7265

Identification

Company Code: UNITED STATES ARMY
 Business Entity: Sheridan Cemetery
 Building: SCRDP
 RP Site UID: 7265

Unique Identifier

RP: 1234531
 Facility Number: SCRDP
 Relocatable IUID: 85110 - ROADS, PAVED

Building

Name of BU: 85110 - ROADS, PAVED

Validity Period

Valid From: 10/01/19 To:
 Sup.Obj. Valid From: 07/01/18 To(\$...): Business entity ARMY1...

Building ARMY/17997/SCSSW Display: General Data

Menu

Object Overview: Building ARMY/17997/SCSSW 87110 - STORM SEWER

Find Object:

Resubmission:

Appointment Calendar:

Building: ARMY/17997/SCSSW

General Data: Company Code: ARM; Business Entity: UNITED STATES ARMY; Building: 17997; RP Site UID: 7265; Additional Data: Sheridan Cemetery

Identification: Unique Identifier: RP... 1234513; Facility Number: SCSSW; Relocatable IUID: [blank]

Object Name: ABU ARMY/17997/SCSE 87110 - STORM SI; Object Data: [blank]; Subordinate Objects: [blank]; Overviews: [blank]

Building: 87110 - STORM SEWER

Validity Period: Valid From: 10/01/19; Valid To: [blank]; Sup. Obj. Valid From: 07/01/18; Sup. Obj. Valid To: [blank]; Business entity: ARMY/1...

EXHIBIT C
ORIGINAL MOA AND FIRST AMENDMENT TO MOA
LAKE COUNTY FOREST PRESERVE DISTRICT
FORT SHERIDAN PROPERTY, LAKE COUNTY, ILLINOIS

FEBRUARY 20, 1998

MEMORANDUM OF AGREEMENT:

1. Memorandum of Agreement, dated FEBRUARY 20, 1998, by and between The United States of America, Acting By and Through the Secretary of the Army, United States Department of the Army, and Lake County Forest Preserve District, for the conveyance of a portion of Fort Sheridan located in Lake County, Illinois.

Exhibits to Memorandum of Agreement:

- A. Property Description, dated January 8, 1998 prepared by Peklay Surveying Co., Ltd.
- B. Access Easement granted to Lake County Forest Preserve District.
- C. Survey dated January 8, 1998 prepared by Peklay Surveying Co., Ltd.
- D. Quitclaim Deed, dated FEBRUARY 27, 1998 from United States of America Department of the Army to Lake County Forest Preserve District.
- E. Programmatic Agreement executed by and among The Department of the Army, the Illinois State Historic Preservation Officer and the Advisory Council on Historic Preservation for the Base Closure and Disposal of Fort Sheridan, Lake County, Illinois.
- F. Cemetery Location and Public Access Easement.
- G. Letter dated November 5, 1997 from Jimmy M. Lago, Executive Director of Catholic Charities of The Archdiocese of Chicago to The Honorable Donna E. Shalala, Secretary of The Department of Health and Human Services, regarding withdrawal of McKinney Act Application-Fort Sheridan.
- H. Hazardous Substance Notice.

EXHIBITS

- A - Property
- B - Access Easement Granted to Lake County Forest Preserve District
- C - Survey
- D - Deed
- E - Programmatic Agreement
- F - Cemetery Location and Public Access Easement
- G - Letter from Catholic Charities to HHS
- H - Notice of Hazardous Substances

MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE
SECRETARY OF THE ARMY, UNITED STATES DEPARTMENT OF THE ARMY
AND
LAKE COUNTY FOREST PRESERVE DISTRICT
FOR THE CONVEYANCE OF
A PORTION OF FORT SHERIDAN
LOCATED IN LAKE COUNTY, ILLINOIS

THIS MEMORANDUM OF AGREEMENT ("MOA") is made as of the 20th day of FEBRUARY, 1998 (the "Effective Date") by and between the United States of America, acting by and through the Secretary of the Army ("Army") pursuant to the authority provided in Section 125(a) of the Military Construction Appropriations Act 1996 (Public Law No. 104-32, 109 Stat. 283 (1995)), and the Lake County Forest Preserve District, a body politic and corporate organized under the Downstate Forest Preserve District Act, 70 ILCS 805/.001 et seq (1994) ("District").

The Army is the owner of certain real property, improvements and other rights appurtenant thereto, located in Lake County, Illinois, and commonly referred to as Fort Sheridan which was utilized as a military installation.

The military installation at Fort Sheridan was closed pursuant to and in accordance with the Defense Authorization Amendments and Base Closure and Realignment Act (Public Law No. 100-526, 102 Stat. 2623 (1988) ("Base Closure Act")) and a portion of Fort Sheridan was designated as surplus property in accordance with the requirements of the Base Closure Act and the Federal Property and Administrative Services Act of 1949, as amended (40 U.S.C. 484).

Pursuant to Section 125(a) of the Military Construction Appropriations Act 1996, the Army is authorized to convey to the District property at Fort Sheridan as described in said law.

NOW, THEREFORE, in consideration of the foregoing premises and the respective representations, warranties, agreements, covenants and conditions herein contained, and other good and valuable consideration, the Army and the District agree as follows:

AGREEMENT TO CONVEY.

1. The Army shall convey to the District the real property described in Exhibit A (hereinafter the "Property"), which shall include:

a. All buildings, facilities, roadways, infrastructure, and improvements thereon, except as reserved herein, and appurtenances thereto;

b. All appurtenant easements and other rights appurtenant thereto;

c. All hereditaments and tenements therein and reversions, remainders, issues, profits, and other rights belonging or related thereto; and

d. All mineral rights.

2. Except as specifically provided herein, included in the transfer of the Property hereunder shall be, at the option of the District, and at no expense to the Army, the transfer of all legally transferable governmental permits related to the ongoing operation of the property. The District and the Army agree to cooperate in the undertaking and completion of the processes and approvals necessary for the timely implementation of said transfers.

3. The District and its agents, employees, and contractors shall have an unexclusive easement for ingress and egress for traffic on and over the roads located on that portion of the Property delineated on Exhibit B (which portion of the Property the Army is retaining, due to environmental cleanup), as provided for in the Deed at Exhibit D hereto.

DELIVERY OF POSSESSION; TITLE; NOTICE; ENCUMBRANCES.

1. A quitclaim deed or deeds and possession of the Property shall be delivered as soon as is reasonable and practicable after approval of a Finding of Suitability to Transfer (FOST) by the Army. The Army will use its best efforts to consummate the closing of the Property, except for Parcels A through E and Building 172, as designated on the Survey (the "Survey") of the Property attached hereto as Exhibit C, no later than March 31, 1998 or such other mutually agreeable date ("Phase I"). The Army will use its best efforts to consummate the closing of the second phase ("Phase II") of the Property, which portion of the Property is delineated as Parcels A, B, C and D on Exhibit C attached

hereto, in the Fall of 1998. The Army will use its best efforts to consummate the closing of the final phase ("Phase III") of the Property, which is delineated as Parcel E and Building 172 on Exhibit C attached hereto, on or before November of 2000. The Deed or Deeds will be delivered to the offices of the District at 2000 N. Milwaukee Avenue, Libertyville, Illinois 60048-1199 or at such other place in Chicago, Illinois that is mutually agreeable to the Army and the District.

2. The Property will be conveyed by a good and sufficient quitclaim deed or deeds to the District. The deed or deeds shall contain covenants and warranties required under CERCLA and other applicable laws and regulations consistent with items 2a. through 2e. as listed below, and shall be substantially in accordance with the Deed at Exhibit D, which is hereby incorporated by reference, to the extent applicable and consistent with said laws and regulations, and shall convey all rights and title held by the United States, free from encumbrances, except for and subject to the following:

a. Existing easements, reservations, and restrictions of record;

b. Reservations or restrictions necessary to ensure the health, welfare, and safety of the public or protection of the environment, including historic and cultural properties, as specified by the FOST or as may be required under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. 9601 to 9675; the Solid Waste Disposal Act, 42 U.S.C. 6901-6992k; or other applicable laws or regulations;

c. Applicable requirements of Attachments D and E to the Programmatic Agreement among the Advisory Council on Historic Preservation, the Army, and the Illinois State Historic Preservation Office (a complete copy of such Agreement is attached hereto as Exhibit E, "Programmatic Agreement"), as amended, as the same relate to the former Parade Ground, bluffs and ravines within the Property that are eligible for inclusion on the National Register of Historic Places;

d. A nonexclusive, perpetual, and assignable roadway easement and right-of-way in, on, over, and across the existing roads located within the boundary of the Property for the benefit of the Army and the public with respect to access to and from the Fort Sheridan Post Cemetery (the

"Cemetery") as delineated on Exhibit F, and as more fully described in the Deed at Exhibit D hereto.

As a condition to the District having any obligation to accept any deed to Phase II or Phase III, the deed must be reasonably acceptable to the District as the same relates to any restrictions or limitations relative to environmental conditions.

3. Catholic Charities of the Archdiocese of Chicago ("Catholic Charities") has submitted an application (the "Application") under the McKinney Act to acquire the property commonly known as the "Nicholson Road Housing" at former Fort Sheridan, which Application was approved by the Department of Health and Human Services. Pursuant to a separate agreement between the District and Catholic Charities, Catholic Charities shall withdraw its Application as it relates to all buildings and land at the former Fort Sheridan and the District shall acquire all property included within the Catholic Charities' Application as part of the initial closing pursuant to this Agreement. It is a condition to the conveyance of the Nicholson Road Housing by the Army to the District that the District deliver to the Department of Health and Human Services the original of the letter from Catholic Charities attached hereto as Exhibit G concurrent with the Army delivering a deed to the District conveying the Nicholson Road Housing.

CONDITIONS TO TRANSFER.

1. The land herein conveyed shall be a golf course and recreational open space in perpetuity and not devoted to another use, all in accordance with the Fort Sheridan Joint Planning Commission Concept Plan dated September 30, 1994. Nothing contained in this Paragraph 1 of Conditions to Transfer shall prohibit the construction and use of golf course amenities, including without limitation clubhouses, rain shelters, natural resource management centers, reconfiguration of golf holes, etc., at any location that the District may elect. This covenant shall run with the land and be binding upon the parties, their successors, and assigns. This Section 1 of Conditions to Transfer benefits the land retained by the United States and is in the public interest and shall be enforceable in perpetuity by the United States.

2. As consideration for the conveyance by the Secretary of the Army of Phase I, the District shall have the perpetual right of access to the Cemetery and perform in

perpetuity the following care and maintenance activities at the Cemetery:

a. Maintain existing ground cover to mitigate dust, mud, erosion, and weed infestation.

b. Maintain existing turf areas including seeding, sodding, watering, mowing, trimming, weeding, spraying, fertilizing and debris removal. Mow at recommended height for turf variety. Use drought-resistant grass for seeding. Aerate as may be required.

c. Maintain trees and shrubs and provide leaf removal. Prune trees to eliminate hazardous branches.

d. Maintain, repair and replace perimeter fence and entrance gate as may be required.

e. Maintain, repair and replace flagpole and replace flag and rope as needed and as provided by the Army.

f. Maintain, repair and replace lights installed by the Army as required and as provided by the Army.

g. Maintain, repair and replace Building No. 148 as may be necessary.

h. Install information and direction signs as provided by the Army.

i. Provide road maintenance, repair and replacement to current road standards and snow removal; opening and cleaning of drainage channels and access to cemetery.

j. Paint cemetery appurtenances, fill sunken graves and straighten and clean headstones as may be required.

k. Remove floral arrangements on grounds when appropriate.

l. Ensure that gates are open between dawn and sunset.

m. Provide and maintain site utilities as may be required, and routine security.

n. All chemicals will be properly labeled and used in accordance with the label. Material Safety Data (MSD) sheets will be maintained for all chemicals used. Maintain

a record/log book. Safety items such as eye wash and masks should be available on site.

3. The District shall have the right of access to the Cemetery for the purpose of performing the activities under subsection 2 above.

4. The District warrants that no person or selling agency has been employed or retained to solicit or secure the MOA upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial or selling agencies retained by the District for the purpose of securing business. For breach or violation of this warranty, the Army shall have the right to annul this MOA without liability or in its discretion to require the District to pay the full amount of such commission, percentage, brokerage, or contingent fee.

5. The District shall pay all survey expenses; title insurance premiums; real estate transfer taxes, if any; recording fees; and all other reasonable costs/expenses associated with the transfer/conveyance of the Property and personalty and the costs of recording any release of liens against the same. This MOA and all instruments of conveyance and release shall be placed on record in the manner prescribed by local recording statutes at the District's expense.

EFFECT OF TRANSFER OF TITLE; CONTINUING OBLIGATIONS OF THE ARMY; RISK OF LOSS.

1. The delivery of the executed deed or deeds pursuant to this MOA from the Army to the District shall be deemed full performance by the Army of its obligations hereunder with regard to the portions of the Property conveyed thereby, except for the continuing obligations of the Army, as provided for in this agreement.

2. The Army shall remain responsible for all losses and damages to the Property, and for all damages or injuries to persons or property occurring thereon or related thereto (except as may be caused by acts of the District or its agents, contractors, invitees, licensees or sublessees) prior to conveying or leasing the applicable portions of the Property to the District. The Army shall not be required to repair or replace any building or structure on the Property in the event of damage or destruction.

3. Except as otherwise provided in this Agreement, all of the Property conveyed hereunder will be "as is" and without any representation or warranty whatsoever and without any obligation on the part of the United States except as expressly provided for by law.

ENVIRONMENTAL PROVISIONS; INDEMNIFICATION; SAFETY PROVISIONS.

1. Notice of Hazardous Substances. To the extent such information is available on the basis of a complete search of Army files, the notice required by 42 U.S.C. 9620(h)(1) or applicable rules and regulations with respect to the Property, regarding hazardous substances stored for one year or more, known to have been released, or disposed of on the Property, is set forth at Exhibit H. Additionally, notice will be provided as required by 42 U.S.C. 9620(h)(1) and (3) or applicable rules and regulations in all subsequent deeds to the District.

2. Notice of the Presence of Asbestos and Lead-based Paint and Covenants pertaining thereto are set forth in the Deed at Exhibit D, which Deed is incorporated herein by reference.

3. Historic Preservation. The District recognizes its obligation to comply with applicable provisions of Attachments D and E of the Programmatic Agreement and the applicable restrictions contained in the covenants attached to the Programmatic Agreement and incorporated in the Deed set forth at Exhibit D, following the conveyance of the Property to the District.

4. Notice of Unexploded Ordnance (UXO) and Restrictions.

a. Notice of the potential presence of UXO and restrictions on the use of portions of the Property are set forth in the Deed at Exhibit D.

b. After the Army completes the clearance work necessary for the conveyance of this property, the parties agree that except as expressly provided for in this MOA, including the provisions of the Deed incorporated by reference and attached hereto as Exhibit D, the Army shall have no further obligation to conduct UXO testing, survey, clearance or removal work (collectively called "UXO clearance") on the Property, except as noted below.

c. In order to assist the District in implementing its current plan for the redevelopment of the Property, the Army agrees to conduct additional UXO clearance under the following circumstances:

(1) the UXO clearance is reasonably necessary for the District's redevelopment of the UXO Parcel Area, as described in the Deed at Exhibit D;

(2) the District, at its sole expense, identifies and marks the sites needing additional UXO clearance and prepares said sites for UXO clearance by: demolishing and removing obstructions such as roads, foundations, and buildings; excavating and removing ground to a depth of two (2) feet in the area that the District proposes to install a deep water well ("Well Site"); or shutting down any utility lines within said sites as appropriate to allow UXO clearance by the Army;

(3) the UXO clearance conducted by the Army will be limited to a depth of four (4) feet below the ground surface; in the case of the Well Site, said surface to be measured after the two foot excavation referred to in (2) above; and

(4) all of the District's site preparation work required for the UXO clearance is conducted on or before April 1, 1999.

d. Upon completion of any additional UXO clearance work under subsection 4c above, the UXO notice and restriction set forth in the Deed at Exhibit D will be modified accordingly, as the Army deems appropriate and as specified by the FOST or FOSTs for the UXO Parcel.

5. Environmental Condition of the Property. The District acknowledges that it has received the Fort Sheridan Golf Course Transfer and Cemetery Parcels EBS for the Property dated December 1997 prepared by the Army. Such receipt does not constitute an acknowledgment of the accuracy or completeness of the EBS. If, after conveyance of the Property to the District, there is an actual or threatened release of a hazardous substance on the Property, or in the event that a hazardous substance is discovered on the Property after the date of the conveyance, whether or not such substance was set forth in the EBS, the District, its successors or assigns shall be responsible for such threatened release, or newly discovered substance unless such threatened release, or such newly discovered substance was due to the Army's activities, use, or occupation of the

Property, or the activities of the Army's contractors and/or agents or such newly discovered substance was present on the Property at or prior to the date of conveyance. The District, as consideration for the conveyance, agrees to hold the Army harmless from and indemnify the Army against any liability for any claims arising out of or in any way predicated on release of any hazardous substance on the Property occurring after the conveyance, where such substance was placed on the Property by the District, its successors or assigns, its agents, contractors, invitees, or its lessees or sublessees after the conveyance. This paragraph shall not affect the Army's responsibilities to conduct response actions or corrective actions that are required by applicable laws and regulations. The Army acknowledges its obligations as required under CERCLA Section 120(h) and under Section 330 of the Department of Defense Authorization Act of 1993, as amended.

MISCELLANEOUS.

1. This MOA contains the entire agreement between the parties regarding the conveyance of the Property to the District.

2. No member or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this MOA or to any benefit to arise therefrom. Nothing herein contained, however, shall be construed to extend to any incorporated company, if the MOA be for the general benefit of such corporation or company.

3. Nothing contained in this MOA will make or will be construed to make the parties hereto partners or joint ventures with each other. Neither will anything in the MOA render or be construed to render either of the parties hereto liable to any third party for debts or obligations of the other party hereto.

4. The failure of either party to insist in any one or more instances upon strict performance of any of the terms, covenants, or conditions of this MOA shall not be construed as a waiver or a relinquishment of that party's rights to the future performance of any such terms, covenants, or conditions by the other party, in accordance with the terms hereof.

5. This MOA is executed in two (2) counterparts, each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

6. All personal pronouns used in this MOA, whether used in the masculine, feminine, or neuter gender, will include all other genders.

7. Neither the Army nor the District may transfer or assign their rights and interests under this MOA, without the written consent of the other party. The covenants, agreements, rights, and responsibilities contained in this MOA inure to the benefit of and are binding upon the parties hereto, their successors, and assigns. Nothing in this MOA otherwise shall be construed as creating any rights of enforcement by any person or entity that is not a party hereto, nor any rights, interest, or third party beneficiary status for any entity or person other than the parties hereto.

8. All covenants, promises and understandings to be performed pursuant hereto shall survive the Closing of each Phase of the Property and shall continue to remain in full force and effect, and shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

9. All notices required or permitted under this MOA shall be in writing and shall be deemed sufficiently served when delivered by hand if a receipt is obtained therefor, or when actually received if delivered by mail, and if delivered by mail shall be mailed registered or certified first class mail, return receipt requested, postage pre-paid, and in all cases shall be addressed as follows:

To the District:

Mr. Steven K. Messerli
Executive Director
Lake County Forest Preserve District
2000 N. Milwaukee Avenue
Libertyville, IL 60048-1199

To the Army:

U.S. Army Corps of Engineers
Louisville District
Romano L. Mazzoli Federal Building
600 Dr. Martin Luther King, Jr., Place
Room 137 (Attn: CELRL-RE-S)
Louisville, KY 40202

Each party authorizes the other to rely in connection with their respective rights and obligations under this MOA upon approval by the parties named above or any person

designated in substitution or addition hereto by notice, in writing, to the party so relying.

10. If any provision of this MOA is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations under that provision. The remainder of this MOA shall remain enforceable to the fullest extent permitted by law.

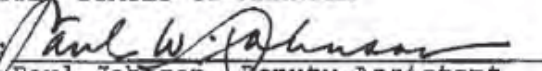
11. The District covenants for itself, its successors and assigns that the District and such successors and assigns shall not discriminate upon the basis of race, color, sex, religion, or national origin in the use, occupancy, sale or lease of the property, or in their employment practices conducted thereon in violation of the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. Section 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794). The Army shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

12. The Army's obligation to pay or reimburse any money under this MOA is subject to the availability of appropriated funds to the Department of the Army, and nothing in this MOA shall be interpreted to require obligations or payments by the United States in violation of the Anti-Deficiency Act.

In Testimony Whereof, witness the signature of the Army, acting by and through the Secretary of the Army, United States Department of the Army, under and pursuant to the authority provided in Section 125(a) of the Military Construction Appropriations Act 1996 (Public Law 104-32), this 27th day of February 1998.

UNITED STATES OF AMERICA

By:


Paul Johnson, Deputy Assistant
Secretary of the Army

COMMONWEALTH OF VIRGINIA)
) SS
COUNTY OF ARLINGTON)

The foregoing Memorandum of Agreement was acknowledged before me this 27th day of February 1998, by Paul Johnson, Deputy Assistant Secretary of the Army, United States Department of the Army, on behalf of the United States of America.

My commission expires: March 31, 2001

Deane E. Mattson
Notary Public
Commonwealth of Virginia



In Testimony Whereof, witness the signature of the Lake County Forest Preserve District, a body politic and corporate organized under the Downstate Forest Preserve District Act, 70 ILCS 805/.001 et seq (1994), this 20 day of February 1998.

LAKE COUNTY FOREST PRESERVE DISTRICT

By: Robert M. Buhai
Robert M. Buhai
President

Attest: Corinne R. McMahon
Corinne R. McMahon
Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

The foregoing Memorandum of Agreement was acknowledged before me this 7th day of February 1998, by Robert M. Buhai, President, Lake County Forest Preserve District.

My commission expires: 03/07/00

Marie Shields
Notary Public
State of Illinois



EXHIBIT B

All roads located upon Parcels A-E as designated on the Survey dated 01/08/98 prepared by Peklay Surveying Co., Ltd., a copy of which is attached to this Agreement as Exhibit C.

EXHIBIT D

EXHIBITS

- A: Survey and Legal Description of Property
- B: Environmental Condition of Property Categories
- C: Access Easement Granted to Lake County Forest Preserve District
- D: UXO Parcel
- E: Cemetery Location and Public Access Easement
- F: Finding of Suitability to Transfer (FOST)

DRAFT
EXHIBIT F TO MOA
QUITCLAIM DEED

WHEREAS, pursuant to the Defense Authorization Amendments and Base Closure and Realignment Act of 1988, Public Law 100-526, a portion of the military installation at Fort Sheridan, Illinois (Fort Sheridan), was determined to be surplus property in accordance with the requirements of the Base Closure Act and the Federal Property and Administrative Services Act of 1949, as amended; and

WHEREAS, it is the intention of the Department of the Army to convey/dispose of property at Fort Sheridan to the Lake County Forest Preserve District pursuant to the special legislative authority as set forth in Section 125(a) of Public Law 104-32; and

WHEREAS, the Lake County Forest Preserve District is a body politic and corporate organized under the Downstate Forest Preserve District Act, 70 ILCS 805/.001 et seq. (1994) ("District"); and

WHEREAS, the United States of America (the "Grantor") acting by and through the Secretary of the Army (the "Army") and the Lake County Forest Preserve District (the "Grantee") have entered into a MEMORANDUM OF AGREEMENT (the "MOA") dated _____, 1998, which sets forth the specific terms and conditions for the transfer of a portion of the Fort Sheridan property (comprising the golf course and open space) located in Lake County, Illinois; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the faithful performance by the Grantee of its obligation to maintain and care for the Fort Sheridan Post Cemetery, pursuant to the terms and conditions of the MOA, the United States of America, acting by and through the Secretary of the Army, does hereby grant, remise, release, and forever quitclaim unto the Lake County Forest Preserve District all of its right, title, and interest in and to that portion of the surplus property located at Fort Sheridan, Lake County, Illinois as more particularly described in Exhibit A, which is attached hereto and made a part hereof (the "Property"), excepting from the Property easements, reservations and restrictions as hereinafter set forth.

I. The Property and Easement Appurtenant.

A. The Property includes:

(1) all buildings, facilities, roadways, railroads, infrastructure, and improvements thereon and appurtenances thereto;

(2) all appurtenant easements and other rights appurtenant to the Property;

(3) all hereditaments and tenements therein and reversions, remainders, issues, profits, and other rights belonging or related to the Property;

(4) all rights to minerals, gas, oil, water, and similar rights;

B. Easement Appurtenant. The Grantor hereby grants a nonexclusive easement for ingress and egress for traffic on and over the roads as described in Exhibit C for the benefit of the Grantee and its agents, employees and contractors.

II. Reserved Easements and Rights for the Benefit of Grantor.

A. Cemetery Road. The Grantor hereby retains a non-exclusive easement and right-of-way on, over, and through the Property, using the existing roads ("Cemetery Road"), for public access to the Fort Sheridan Post Cemetery, which cemetery and roads are shown on Exhibit E hereto. The Grantee, for itself, its successors and assigns, covenants and agrees to maintain said easement and right-of-way over the cemetery road in perpetuity to allow unrestricted public access to the Fort Sheridan Post Cemetery. The Grantee, its successors, and assigns shall maintain the cemetery road in the same manner and to the same extent as the Grantee maintains the other roads within the Lake County Preserve District property, including but not limited to repair, resurfacing, and replacement of pavement; snow removal; salting and/or sanding during icy conditions; and removal of obstructions. This easement and the terms and conditions contained herein shall be forever binding upon the Grantee, its successors, and assigns and shall run with the land.

B. Access for Remedial Activities. The Grantor reserves an unrestricted right of access to the Property in

any case in which the Grantor is obligated to undertake any additional environmental investigation, monitoring, sampling, testing, remedial action, corrective action, or any other action necessary for the Grantor to meet its environmental responsibilities as provided for in this Deed. This reservation includes the right to access and use utilities on the Property at reasonable cost to the United States. In exercising this right of access, except in case of imminent endangerment to human health or the environment, the Grantor shall give the Grantee, or the then record owner, reasonable notice of actions to be taken on the Property and shall use reasonable means, without significant additional cost to the Grantor, to avoid and/or minimize interference with the use of the Property. Grantee agrees that notwithstanding any other provisions of the Deed, the Grantor assumes no liability to the Grantee, the then record owner, or any other person, should remediation of the Property interfere with the Grantee's use of the Property. Subject to the provisions of this Subsection B, the Grantee, the then record owner, and any other person, shall have no claim solely on account of any such interference resulting from actions taken under this Subsection B against the Grantor or any of its officers, agents, employees or contractors. This easement and right of access shall be forever binding on the Grantor, its successors and assigns and shall run with the land.

III. Property Conveyed "As Is."

Except as expressly provided for herein, the Property is conveyed in an "as is" and "where is" condition, without any representation or warranty whatsoever by the Grantor concerning the state of repair or condition of said Property.

IV. Restrictive Covenant on the Use of the Property.

The land herein conveyed shall be a golf course and recreational open space in perpetuity and not devoted to another use, all in accordance with the Fort Sheridan Joint Planning Commission Concept Plan, dated September 30, 1994. Nothing contained in this Restrictive Covenant shall prohibit the construction and use of golf course amenities, including without limitation clubhouses, rain shelters, natural resource management centers, reconfiguration of golf holes, etc., at any location that the Grantee may elect. This covenant shall run with the land and be binding upon the parties, their successors, and assigns.

V. CERCLA Notice and Covenant.

Pursuant to Section 120 (h) (3) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Section 9601 et seq. ("CERCLA"):

A. Notice. The Grantor hereby notifies the Grantee of the storage, release, and disposal of hazardous substances on the Property. For the purpose of this Deed, "hazardous substances" shall have the same meaning as Section 101(14) of CERCLA. Available information regarding the type, quantity, and location of such substances and the action taken is summarized in Exhibit B hereto. More detailed information regarding the storage, release, and disposal of hazardous substances on the Property has been provided to the Grantee in the "Fort Sheridan Golf Course Transfer and Cemetery Parcels Environmental Baseline Survey" (EBS), dated December 1997, the receipt of which the Grantee hereby acknowledges.

B. Covenant. The Grantor hereby covenants that:

(1) all remedial action necessary to protect human health and the environment with respect to any such hazardous substances remaining on the Property as of the date of this conveyance has been taken; and

(2) any additional remedial action found to be necessary with regard to such hazardous substances remaining on the Property as of the date of this conveyance shall be conducted by the Grantor. This covenant in this Subsection B(2) shall not apply in any case in which the person or entity to whom the Property is transferred is a potentially responsible party under CERCLA with respect to the Property immediately prior to the time of transfer.

For purposes of this Subsection B(2) the Grantor hereby consents that the previous tenancy of the Grantee as to a portion of the Property leased to the Grantee will not cause the Grantee to be a potentially responsible party under CERCLA solely because of such tenancy status.

VI. Environmental Condition, Notices, and Covenants.

A. Notice of the Presence of Asbestos and Covenant.

(1) The Grantee is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos-containing materials ("ACM") have been found on the Property, as described in the EBS. Except as provided for

in (2) below, the ACM on the Property does not currently pose a threat to human health or the environment. Except as provided in (2) below, all friable asbestos that posed a risk to human health has either been removed or encapsulated.

(2) Building No. 152 has been determined to contain friable ACM that may pose a threat to human health. Detailed information is contained in the EBS. The Grantor has agreed to convey said buildings and structures to the Grantee, prior to remediation of asbestos hazards, in reliance upon the Grantee's express representation and promise that the Grantee will, prior to use or occupancy of said buildings, demolish said buildings, disposing of ACM in accordance with applicable laws and regulations. With respect to the friable asbestos in said buildings and structures, the Grantee specifically agrees to undertake any and all abatement or remediation that may be required under CERCLA or any other law or regulation, notwithstanding the provisions of CERCLA, including CERCLA Section 120 (h) (3). The Grantee acknowledges that the consideration for the conveyance of the Property was negotiated based upon the Grantee's agreement to the provisions contained in this Subsection VI.A.

(3) The Grantee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos; and that the Grantor assumes no liability for any future remediation of asbestos or damages for personal injury, illness, disability, or death, to the Grantee, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos or ACM on the Property, whether the Grantee, its successors or assigns have properly warned or failed to properly warn the individual(s) injured. The Grantee agrees to be responsible for any future remediation of asbestos found to be necessary on the Property. The Grantee assumes no liability for damages for personal injury, illness, disability, death or property damage arising from (i) any exposure or failure to comply with any legal requirements applicable to asbestos on any portion of the Property arising prior to the Grantor's conveyance of such portion of the Property to the Grantee pursuant to this Deed, or (ii) any disposal, prior to the Grantor's conveyance of the Property of any asbestos or ACM.

(4) Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, building construction workplaces have been associated with asbestos-related diseases. Both Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

(5) The Grantee acknowledges that it has inspected the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto prior to accepting the responsibilities imposed upon the Grantee under this section. The failure of the Grantee to inspect, or to be fully informed as to the asbestos condition of all or any portion of the property offered, will not constitute grounds for any claim or demand against the United States, or any adjustment under this Deed or the MOA .

(6) The Grantee further agrees to indemnify and hold harmless the Grantor, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, exposure to asbestos on any portion of the Property after this conveyance of the Property to the Grantee or any future remediation or abatement of asbestos or the need therefor. The Grantee's obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this section.

B. Notice of the Presence of Lead Based Paint and Covenant Against the Use of the Property for Residential Purposes.

(1) The Grantee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence

quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. "Residential Real Property" means any housing constructed prior to 1978, except housing for the elderly (households reserved for and composed of one or more persons 62 years of age or more at the time of initial occupancy) or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

(2) Available information concerning known lead-based paint and/or lead-based paint hazards, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces is contained in the Environmental Baseline Survey, which has been provided to the Grantee. All purchasers must also receive the federally-approved pamphlet on lead poisoning prevention. The Grantee hereby acknowledges receipt of all of the information described in this subparagraph.

(3) The Grantee acknowledges that it has received the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards prior to execution of this Deed.

(4) The Grantee covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Real Property without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992) (hereinafter Title X). The Grantee shall, after consideration of the guidelines and regulations established pursuant to Title X and after consultation with the appropriate state environmental agency: (a) inspect for the presence of lead-based paint and/or lead-based-paint hazards; (b) abate and eliminate lead-based paint hazards; and (c) comply with all applicable notice and disclosure

requirements under Title X and applicable state law. In complying with these requirements, the Grantee covenants and agrees to be responsible for any abatement or remediation of lead-based paint or lead-based paint hazards on the Property found to be necessary as a result of the subsequent use of the property for residential purposes.

(5) The Grantee further agrees to indemnify and hold harmless the Army, its officers, agents and employees, from and against all suits, claims, demands, or actions, liabilities, judgments, costs and attorney's fees arising out of, or in a manner predicated upon personal injury, death or property damage resulting from, related to, caused by or arising out of lead-based paint or lead-based paint hazards on the Property if used for residential purposes after the date conveyance.

VII. Notice of Unexploded Ordnance [and Restrictive Covenant] [Restrictive Covenant to be used for conveyance of any portion of the UXO Parcel].

A. Notice.

(1) The Grantor completed a comprehensive records search and, based on that search, has undertaken and completed statistical and physical testing of areas on the Property where the presence of unexploded ordnance ("UXO") was considered possible. Based upon said search and testing, the Grantor represents that, to the best of its knowledge, [include for transfer of UXO Parcel: except as provided for in subsection B below,] no UXO is currently present on the Property. Notwithstanding the records search and testing conducted by the Grantor, the parties acknowledge that, due to the former use of the Property as an active military installation, there is a possibility that UXO may exist on the Property. Upon due notice, the Grantor agrees to remove any such remaining UXO discovered on the property, as required under applicable law and regulations, as expeditiously as is reasonable and practicable, subject to the availability of funds.

(2) If the Grantee, any subsequent owner, or any other person should find any UXO on the Property, they should not move or disturb the item and shall immediately call the local police or local fire authorities and the U.S. Army Corps of Engineers, Louisville District, P.O. Box 59, Louisville, Kentucky 40201, (502) 625-7374.

(3) The Grantee acknowledges receipt of the "Final Removal Report, Ordnance and Explosives Interim Removal and

Sampling Actions, Fort Sheridan, Illinois," dated March 1997, revised, and the "Revised Statement of Clearance," October 1997, both documents prepared by the U.S. Army Corps of Engineers, Engineering Support Center, Huntsville.

B. Restrictive Covenant on Use of the Property
[Include for any portion of UXO Parcel].

(1) UXO was found and cleared from a former artillery range located on the portion of the Property described in Exhibit D hereto (known as the "UXO Parcel"). Within the UXO Parcel, the Grantor cleared all UXO, which was reasonably possible to detect, to a depth of four (4) feet below the surface of the ground, except that no survey or clearance work was done beneath roads, foundations, concrete, running utility lines, or within the bounds of the "Pond" or the "10-Grid Area" as shown on Exhibit D.

(2) The parties agree that in order to protect human health and safety and promote community and governmental objectives with regard to the use of the Property, the Grantee, on behalf of itself, its successors, and assigns, agrees to be bound in perpetuity by the Restrictions and Covenants set forth below. These restrictions and covenants benefit the lands retained by the United States and the public welfare generally and are consistent with state and federal goals and objectives.

(3) RESTRICTIONS and COVENANTS.

(a) The Grantee covenants for itself, its successors, and assigns and all future owners not to conduct the following activities within the UXO Parcel (Exhibit D):

(i) excavate, dig, drill, or disturb the ground below four feet from the ground's surface or

(ii) excavate, dig, drill, or disturb the ground below roads, concrete, running utility lines, foundations, or within the boundaries of the Pond or 10-Grid Area.

(b) Subject to subsection (c) below, the Grantee, for itself, its successors or assigns covenants that it will not undertake nor allow any activity on or use of the property that would violate the restrictions in subsection (a) above.

(c) Nothing contained in this subsection B.(3) shall preclude the Grantee from conducting the activities prohibited by subsection (b) above provided that the Grantee, in accordance with applicable laws and regulations

and at the Grantee's sole cost, expense, and risk, conducts additional UXO survey and clearance work as may be necessary to allow for the prohibited activities.

(d) The Grantee, on behalf of itself, its successors, assigns, and any future owner covenants and agrees that in the event the Grantee desires to change the use of the UXO Parcel or any portion thereof to a use other than recreational, prior to undertaking any UXO survey and clearance work under subsection (c) above, the Grantee will first obtain prior written approval of said survey and clearance plans and the disposal techniques to be employed from the U.S. Army Corps of Engineers, Louisville District, Real Estate Division, Louisville, Kentucky.

(e) Notwithstanding any approval by the Grantor, in the event Grantee or its successors or assigns undertakes any UXO clearance work under subsection (c) or (d) above, the Grantee covenants and agrees to indemnify and hold harmless the Grantor, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon the UXO survey and clearance work or disposal of UXO conducted by the Grantee, its successors or assigns or the agents, employees or contractors thereof. The Grantee's obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under subsections (c) and (d) above.

(f) The Restrictions and Covenants set forth in this Subsection VII.B benefit the public in general and the territory surrounding the UXO Parcel, including lands retained by the United States, and, therefore, are enforceable by the United States Government. These restrictions and covenants are forever binding on the Grantee, its successors and assigns; shall run with the land; and are forever enforceable. The Grantee covenants for itself, its successors, and assigns that it shall include and otherwise make legally binding, the provisions of this Subsection VII.B in all subsequent lease, transfer, or conveyance documents relating to the UXO Parcel subject hereto.

VIII. Historic Preservation.

The Grantee agrees to comply with applicable provisions of Attachments D and E to the Programmatic Agreement among the Advisory Council on Historic Preservation, the Grantor, and the Illinois State Historic Preservation Office, dated

July 1995, attached to the MOA as Exhibit E, as the same relates to the former Parade Ground, ravines and bluffs within the Property that are eligible for inclusion on the National Register of Historic Places:

In consideration of the Property, the Grantee hereby covenants on behalf of itself, its heirs, successors, and assigns at all times to the United States Department of the Army and the Illinois State Historic Preservation Officer to protect archaeological resources by carrying out measures as follows:

(1) No disturbance of the ground surface or any other thing shall be undertaken or permitted to be undertaken on any archaeological site determined by the Illinois State Historic Preservation Officer to be eligible for inclusion in the National Register of Historic Places which would affect the physical integrity of such site without the express prior written permission of the Illinois State Historic Preservation Officer, signed by a fully authorized representative thereof. Should the Illinois State Historic Preservation Officer require, as a condition of the granting of such permission, that the Grantee conduct archaeological data recovery operations or other activities designed to mitigate the adverse effect of the proposed activity on the archaeological site, the Grantee shall at its own expense conduct such activities in accordance with the Secretary of the Interior's Standards and Guidelines for Archaeological Documentation (48 FR 44734-37) and such standards and guidelines as the Illinois State Historic Preservation Officer may specify, including but not limited to standards and guidelines for research design, conduct of field work, conduct of analysis, preparation and dissemination of reports, disposition of artifacts and other materials, consultation with Native American or other organizations, and reinterment of human remains.

(2) Grantee shall make every reasonable effort to prohibit any person from vandalizing or otherwise disturbing any archaeological site determined by the Illinois State Historic Preservation Officer to be eligible for inclusion in the National Register of Historic Places.

(3) The Illinois State Historic Preservation Officer shall be permitted at all reasonable times to inspect the Property in order to ascertain if the above conditions are being observed.

(4) In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law,

the Illinois State Historic Preservation Officer may, following reasonable notice to Grantee, institute suit to enjoin said violation or to require the restoration of any archaeological site affected by such violation. The successful party shall be entitled to recover all costs or expenses incurred in connection with such suit, including all court costs and attorney's fees.

(5) Grantee agrees that the Illinois State Historic Preservation officer may at his discretion, without prior notice to Grantee, convey and assign all or part of its rights and responsibilities contained herein to a third party.

(6) This covenant is binding on Grantee, its heirs, successors, and assigns in perpetuity. Restrictions, stipulations, and covenants contained herein shall be inserted by Grantee, verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the Property or any part thereof.

(7) The failure of the Illinois State Historic Preservation Officer to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time. The covenant shall be a binding servitude upon the real property that includes the Property and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that Grantee agrees to be bound by the foregoing conditions and restrictions and to perform its obligations herein set forth.

IX. Section 330 of Defense Authorization Act.

The Army recognizes its obligation to hold harmless, defend, and indemnify the Grantee as required and limited by Section 330 of the Department of Defense Authorization Act of 1993, as amended, and to otherwise meet its obligations under law.

X. Notice of Non-Discrimination.

With respect to activities related to the Property, the Grantee covenants that it shall not discriminate upon the basis of race, color, religion, sex, age, handicap, or national origin in the use or occupancy of the Property, or in its employment practices conducted thereon in violation of the provisions of Title VI of the Civil Rights Act of

ACCEPTED AND AGREED TO by the Lake County Forest Preserve District, a body politic and corporate organized under the Downstate Forest Preserve District Act, 70 ILCS 805/.001 et seq. (1994), this ____ day of _____ 1998.

LAKE COUNTY FOREST PRESERVE DISTRICT

By: _____
Robert M. Buhai
President

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

The foregoing Quitclaim Deed was acknowledged before me this ____ day of _____ 199__, by Robert M. Buhai, President of Lake County Forest Preserve District, a body politic and corporate organized under the Downstate Forest Preserve District Act, 70 ILCS 805/.001 et seq. (1994).

My commission expires: _____

Notary Public
State of Illinois

RATIFIED BY LAKE COUNTY FOREST PRESERVE DISTRICT
Pursuant to Ordinance No. _____

EXHIBIT B

Hazardous Substance Notice

Site or Area	Comments	Substance Stored/Hazardous Substance(s) of Concern	Quantity Stored and/or Released	Dates of Storage
Building 117	Documented in the DER	Storage: Petroleum, Oil, and Lubricants (POL) and Solvents	Unknown	1953-Current
Yard Area at Bldg 126	Documented in the DER	Storage: Pesticides, Herbicides, POL; Release: Pesticides and Herbicides Detected in Sampling	Unknown Stored; Unknown Released	1959-Current
Building 173	Documented in the DER	Storage: Finished Munitions, Hazardous Materials, Pesticides; Release: TNT (2,4,6-Trinitrotoluene) Detected in Sampling	Unknown Stored; Unknown Released	1941-1983
Notes:				
1. This section is intended to comply with reporting requirements under 40 CFR 373 in indicating the type and quantity of hazardous substances and notice of the time at which such storage, release, or disposal took place, to the extent that such information is available on the basis of a complete search of agency files.				
2. 40 CFR 373.2 stipulates that notice is required when substances stored over one year have been stored in quantities greater than or equal to 1000 kilograms or the hazardous substances CERCLA reportable quantity, whichever is greater. Hazardous substances listed under 40 CFR 261.30 as acutely hazardous wastes are subject to the notice requirement when stored in quantities greater than or equal to 1 kilogram. Notice is also required when releases have occurred in quantities greater than or equal to the CERCLA reportable quantity. After a complete search of available records concerning the property discussed in this EBS, quantities of certain hazardous substances are unknown and can be assumed to be greater than or equal to the applicable reportable quantity. Applicable names of hazardous substances have been provided, when known, within the table along with any known regulatory designation (CASRN, regulatory synonym, RCRA hazardous waste number, etc.)				

Key:

RI = Remedial Investigation

DER = Sampling Results and Data Evaluation Report for Miscellaneous Surplus Operable Unit Study Areas, Fort Sheridan, Illinois (QST Environmental, November 7, 1997)

EXHIBIT C

All roads located upon Parcels A-E as designated on the Survey dated 01/08/98 prepared by Peklay Surveying Co., Ltd., a copy of which is attached to this Deed as Exhibit A-1.

EXHIBIT D

Parcel E as designated on the Survey dated 01/08/98 prepared by Peklay Surveying Co., Ltd., a copy of which is attached to this Deed as Exhibit A-1.

EXHIBIT E

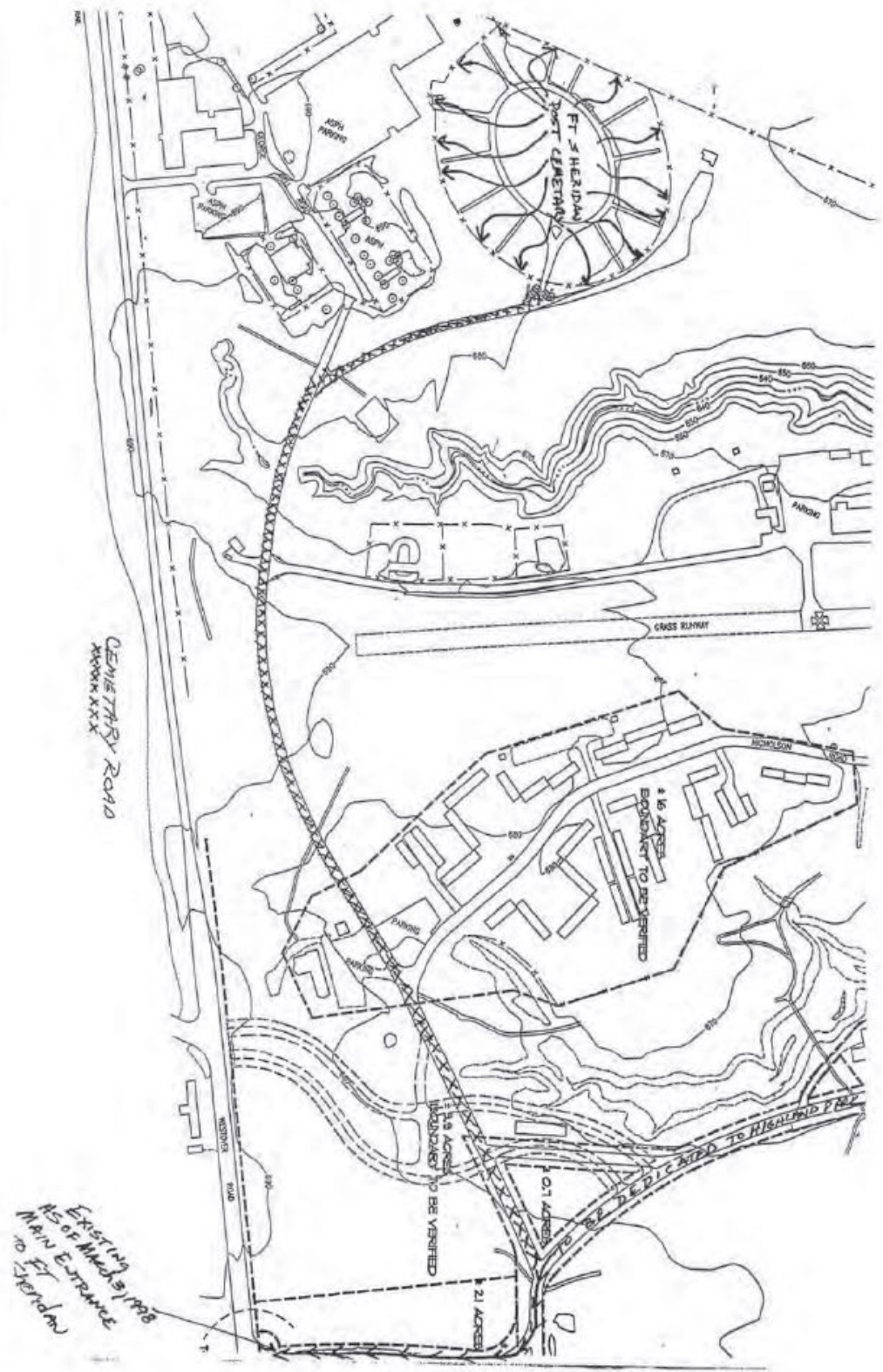


EXHIBIT F

FINDING OF SUITABILITY TO TRANSFER (FOST)

[TO BE PROVIDED BY THE DEPARTMENT OF THE ARMY]

FINDING OF SUITABILITY TO TRANSFER (FOST)
GOLF COURSE TRANSFER PARCEL
FORT SHERIDAN, ILLINOIS
DECEMBER 1997

1.0 PURPOSE AND FINDING

The purpose of this FOST is to document a decision made pursuant to Department of Defense (DoD) FOST guidance that property is suitable to transfer.

Based on a review of the *Fort Sheridan Golf Course Transfer and Cemetery Parcels Environmental Baseline Survey (EBS)*, I have determined that the Fort Sheridan Golf Course Transfer Parcel described herein is suitable for transfer for its proposed reuse. The proposed future use of the property is residential (Nicholson Housing) and recreational (golf course).

2.0 PROPERTY DESCRIPTION

The Golf Course Transfer Parcel consists of excess Fort Sheridan property located north of Hutchinson Ravine. Excess property located south of Hutchinson Ravine is described in two other Environmental Baseline Surveys, entitled *Site-Specific Environmental Baseline Survey for Historic District Transfer Parcel* and *Site-Specific Environmental Baseline Survey for Historic District Lease Parcel*. The Golf Course Transfer Parcel generally consists of portions of the Fort Sheridan Golf Course and the Nicholson Housing Area. The Golf Course Transfer Parcel is generally bordered by the installation boundary and by the Northshore Army Reserve Center to the north, Lake Michigan bluff areas to the east, Hutchinson Ravine to the south, and the installation boundary to the west. A total of forty-three (43) buildings and garages are located on the Golf Course Transfer Parcel. A site map showing the general location of the property and buildings being made available for transfer is provided as Attachment A.

3.0 NATIONAL ENVIRONMENTAL POLICY ACT COMPLIANCE

The Fort Sheridan Joint Planning Committee (JPC) *Fort Sheridan Concept Plan, Johnson, Johnson, and Roy, Inc.* (September, 1994), was reviewed in 1997 and the impacts of its implementation determined to be substantially similar to the low intensity reuse analyzed in the *Environmental Assessment (EA) for the Disposal and Reuse of Fort Sheridan*, (September, 1993). Based on the environmental impact analyses documented in the EA, it has been determined, and documented in the Finding of No Significant Impact (FNSI), that implementation of the proposed action would not have a significant individual or cumulative adverse impact on the quality of the natural or human environment. The FNSI was signed and published in May, 1997.

4.0 ENVIRONMENTAL BASELINE SURVEY FINDINGS

An EBS was prepared to document the environmental condition of property on the transfer parcel. The majority of the transfer parcel was historically used for residential and recreational purposes and is designated Environmental Condition Category (ECC) 1 (areas where no release or disposal of hazardous substances or petroleum products has occurred). Eight environmental study areas within the Golf Course Transfer Parcel were investigated during the Remedial Investigation (RI). Of these eight, three study areas have been designated Category 3 (areas where release, disposal, and/or migration of hazardous substances has occurred, but in quantities that do not require a removal or remedial action). The remaining five RI sites have been determined to be Category 1. Three (3) underground storage tank (UST) removal sites and two petroleum product cleanup sites attributed to a former above-ground storage tank (AST) and a suspected former UST or AST have been designated Category 2 (areas where only release or disposal of petroleum products has occurred). All other buildings or areas located on the Golf Course Transfer Parcel are considered Category 1.

4.1 Hazardous Substances and Petroleum Products

Eight study areas in the transfer parcel were sampled during the Surplus Property Remedial Investigation (RI). These investigations indicate that no release of hazardous substances has occurred at six out of the eight study areas. At the remaining three study areas (Buildings 171 and 173, and Yard Area at Building 126), hazardous substances were detected at levels which do not require a remedial or removal action. Hazardous substances were stored in sufficient quantities at three of these study areas (Building 117, 126, and 173) to require notification under CERCLA Section 120 (h)(1). Petroleum products storage sites include three (3) former USTs (including a 55-gallon buried drum), and two other petroleum product cleanup sites attributed to former AST and a suspected former UST or AST. Determination of No Further Remediation letters for each of the petroleum product cleanup sites have been received from the Illinois EPA. As part of the Installation Restoration Program, the Fort Sheridan Golf Course underwent sampling for residual pesticides and herbicides. The results of the golf course sampling indicate that the golf course does not require further assessment prior to property transfer. Attachment B includes information, where applicable, as to the substance-stored/hazardous substance(s) of concern at each of these sites, the quantity stored, dates of storage, regulatory designations (Chemical Abstracts Services Registry Number (CASRN), RCRA Hazardous Waste Number, etc.), the current status of the site, and the Environmental Condition Category (ECC) classification. The ECC classification system was developed by the Department of Defense (DoD) for categorizing parcels to effectively describe the environmental condition of the installation property and to provide relevant information regarding the past storage, release, or disposal of hazardous substances. For more information on ECC classification, see Section 5.0 of the *Fort Sheridan Golf Course Transfer and Cemetery Parcels EBS*. A CERCLA Notice indicating the type and quantity of hazardous substances and notice of the time such storage, release, or disposal took place is included as a disclosure statement located in Attachment C.

4.2 Asbestos

Of the forty-three (43) buildings and garages located within this Golf Course Transfer Parcel, asbestos surveys indicate that twenty-seven (27) tested positive for the presence of asbestos containing material (ACM). Of these 27, one (1) building contains damaged and/or friable asbestos (Building 152), ACM at four (4) buildings was not damaged and/or friable at time of survey, and all known damaged and/or friable asbestos was abated at the remaining twenty-two (22) buildings. Complete asbestos survey and abatement information is provided in the *Fort Sheridan Golf Course Transfer and Cemetery Parcels EBS*. In accordance with the DoD policy on asbestos, buildings containing damaged, friable asbestos

will either be demolished by the transferee or be required to be remediated by the transferee prior to use. The deed will contain the appropriate use restriction. A Notice of the Presence of Asbestos is included as a disclosure statement located in Attachment C.

4.3 Lead-Based Paint

According to the reuse plan, twenty-one (21) buildings located within the Golf Course Transfer Parcel have a proposed residential reuse (Buildings 220-239 and 356). Lead-Based Paint Testing and Risk Assessment at these buildings was completed in September 1995 by RECON Environmental Corporation. Analysis of sampling results revealed lead-based paint to be above regulatory levels on various interior and exterior components throughout each building. All of these buildings were constructed prior to 1960 and require abatement of LBP hazards prior to residential occupation. Abatement of interior components for Buildings 220-239 was completed in January, 1997 for those hazards identified at the time of the project. Exterior soil sampling at Buildings 220 - 239 and 356 indicates no LBP in soils at levels greater than 400 parts per million (PPM). Complete lead-based paint survey and abatement information listed by building is provided in the *Fort Sheridan Golf Course Transfer and Cemetery Parcels EBS*. A Notice of the Presence of Lead-Based Paint is included as a disclosure statement located in Attachment C.

4.4 Radon

Fort Sheridan conducted a post-wide radon survey of Priority 1 structures in 1990. Priority 1 structures include day care centers, hospitals, schools, and living units. Radon sampling of living units in the transfer parcel indicated that no buildings exceeded USEPA action levels.

4.5 Polychlorinated Biphenyls

A comprehensive survey of all Fort Sheridan transformers was undertaken by Environmental Science and Engineering in April of 1991. During this survey, two (2) transformers located within the Golf Course Transfer Parcel were found to contain polychlorinated biphenyl (PCB) fluids in excess of 50 ppm. Both transformers identified by the 1991 survey have since been removed. A pole mounted transformer (PT507) was formerly located on 12th Road adjacent to the 6th tee of the existing golf course. Fluid sampling revealed total PCB concentrations of 141 PPM. The transformer was reported leaking during the 1991 testing and was subsequently removed. In July 1997, representatives from the Fort Sheridan BRAC Office took composited soil samples around the base of the former pole mounted transformer (PT507). All of the sample results were below detection limits. A pole mounted transformer (PT504) was formerly located immediately north of Building 126 and servicing Buildings 126, 127, 153, 172, and 173. Fluid sampling revealed total PCB concentrations of 900 PPM. At the time of the 1992 survey report, the transformer was in good condition with no signs of leaks or spills. PT504 was removed and replaced, however, with a non-PCB transformer between 1992 and 1995 because the existing transformer in this location was manufactured in October, 1990, and contains no detectable PCBs in oil.

4.6 Radiological Materials

In March of 1995, the U.S. Army Center for Health Promotion and Preventative Medicine (USACHPPM) conducted a radiological material historical data review at Fort Sheridan. As a result of the historic data review, the Nike missile silos (Buildings 908, 909, and 910) were classified as an Unaffected Area. Unaffected Areas are those areas with a low probability of contamination exceeding background. The Nike missile silos underwent radiological surveys in May 1996 in accordance with USACHPPM

Fort Sheridan Golf Course Transfer Parcel FOST
Final / December 1997
Page #3

Industrial Radiation Survey Protocol, No. 27-83-2859B-95. No radiological health hazards were identified in the Nike silos and the survey report recommends that Buildings 908, 909, and 910 be released for unrestricted use

4.7 Ordnance and Explosives

A 38-acre parcel located on the eastern boundary of the Golf Course Transfer and Cemetery Parcels underwent UXO removal operations from May through September 1996. The western portions of the UXO parcel (a 200 foot buffer zone to the 38 acre-parcel) is located on the Golf Course Transfer Parcel. The remaining portions of the UXO parcel are considered adjacent property due to ongoing CERCLA studies. As part of the UXO removal action, the area was generally cleared to the depth of four feet, with the exception of under buildings and pavement, areas underneath a fish pond, and areas underneath utility lines. For areas of the UXO parcel located on the Golf Course Transfer and Cemetery Parcels, the Statement of Clearance recommends restrictions on subsequent uses that have a maximum depth of disturbance to four feet.

An Archives Search Report (ASR) was generated for Fort Sheridan in March 1996 which details findings of an extensive literature review of all historical ordnance related activities at Fort Sheridan. Based on the recommendations in ASR, ordnance surveys were conducted around the former ammunition storage areas (Buildings 171, 173, and Unnamed Magazine) in September, 1996. No ordnance or ordnance related scrap was encountered around the former ammunition magazines or in adjacent Janes Ravine. It recommends that future land use of these sites is unrestricted; however, landowners should be advised to exercise caution and contact law enforcement authorities immediately upon any ordnance discovery.

Deed Restrictions resulting from clearance operations and Notice of Unexploded Ordnance are included as a disclosure statement located in Attachment C.

5.0 ACCESS

The Army shall have access to the property in any case in which a response action or corrective action is found necessary after the date of property transfer, or such access is necessary to carry out a response action or corrective action on adjacent property.

Five (5) groundwater monitoring wells were installed on the Golf Course Transfer Parcel as part of the Army's environmental investigations to facilitate the collection of groundwater samples at study area locations. These wells include NMBMW01 and NMBMW02 (located near the Nike Missile Launch Control Area), B126MW01 (located near Building 126), BGMW01(located near Building 117), and BGMW04 (located near the Fort Sheridan main gate). The Army shall have access to any of these wells to conduct routine sampling and/or to remove these wells.

6.0 ANALYSIS OF LAND USE

The proposed reuse of the Golf Course Transfer Parcel is detailed in the Fort Sheridan Joint Planning Committee (JPC) *Fort Sheridan Concept Plan. Johnson, Johnson, and Roy, Inc. September, 1994.* The Fort Sheridan JPC, formerly consisting of the Cities of Highland Park, Highwood, and Lake Forest and the County of Lake, approved the Concept Plan in September of 1994. The Army reviewed the plan and provided recommendations on February 3, 1995. The proposed reuse of the subject transfer parcel is recreational (golf course) and residential (Nicholson Housing).

7.0 DEED RESTRICTIONS

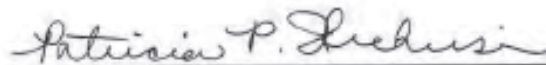
Environmental restrictions, located in Attachment C, will be included in the deed as part of this transfer. Restrictions include, but are not limited to, notices for the presence of hazardous substances, lead-based paint, asbestos, and ordnance.

8.0 REGULATORY COMMENT

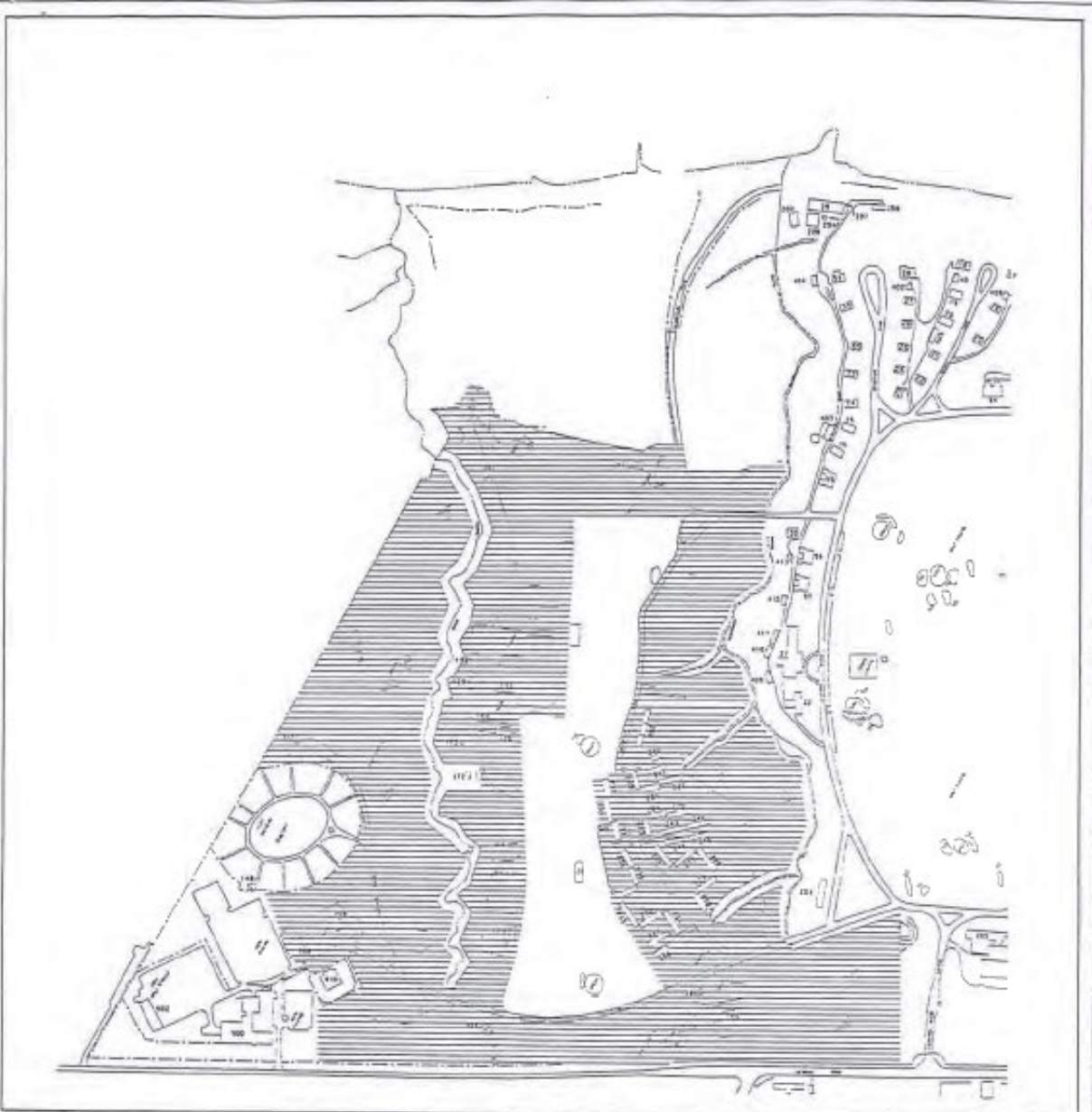
The U.S. Environmental Protection Agency and Illinois Environmental Protection Agency were notified at the initiation of the EBS and FOST. Regulatory comments received during the development of these documents were reviewed and either incorporated or addressed in responses to comments. There are no unresolved regulatory comments. Letters of concurrence from regulatory agencies included as Attachment D.

9.0 FINDING OF SUITABILITY TO TRANSFER

On the basis of the above and results from the Golf Course Transfer EBS and its reference documents, I, in my capacity as the Deputy Chief of Staff for Personnel and Installation Management, have concluded that the requirements of CERCLA Section 120(h) have been met; and subject to the foregoing restrictions and rights, the property has been found suitable to transfer for its proposed reuse. In accordance with CERCLA Section 120(h)(1), hazardous substance notice is required due to hazardous substances were stored for one year or more, or known to have been released, treated, or disposed on the proposed property transfer parcel. The Army further warrants under CERCLA Section 120(h)(3) that: (1) all remedial action necessary to protect human health and the environment with respect to any such substance remaining on the property has been taken before the date of such transfer, and (2) any additional remedial action found to be necessary after the date of such transfer (that resulted from past Army activities) shall be conducted by the Army. The deed for this transaction will contain the covenants required by CERCLA 120 (h)(3).

 15 JAN 98

Patricia P. Hickerson Date
Major General, U.S. Army
Deputy Chief of Staff for
Personnel and Installation
Management



LEGEND

	<p>Golf Course</p> <p>Transfer Parcel</p>
---	---



ATTACHMENT A

Golf Course

Transfer Parcel

FOST

Finding of Suitability to Transfer

Attachment B Environmental Condition of Property Categories

Site or Area	Environmental Condition Category							Substance Stored/Hazardous Substance(s) of Concern	Quantity Stored	Dates of Storage
	1	2	3	4	5	6	7			
Building 117		X						Petroleum, Oil, and Lubricants (POL) and Solvents	unknown	1953-Current
Former UST at Bldg 117		X						#2 Heating Oil	10,000+ gallons	1953-1993
Former UST at Bldg 117		X						JP-4 (aircraft fuel)	10,000+ gallons	1953-1992
Suspected Former UST or AST at Bldg 117		X						#2 Heating Oil Contaminated Soils	unknown	1953-1992
Golf Course	X							Residual Pesticides and Herbicides	unknown	1955-Current
Disturbed Area	X							None; Disturbed Area identified in 1952 aerial photograph	NA	1952
NIKE Launch Control Area (Buildings 508-909)	X							Unknown	unknown	1956-1974
Building 911	X							C-S-gas used in mask training	unknown	1960s-1990s
Former Ammunition Magazine Building 171			X					Storage: Finished Munitions; Release: RDX (Royal Demolition Explosive) detected in sampling	unknown	1941-1993
Former Ammunition Magazine (Unnamed)	X							Finished Munitions	unknown	1999-1993
Former Ammunition Magazine Building 173			X					Storage: Finished Munitions, Hazardous Materials, Pesticides; Release: TNT (2,4,6-Trinitrobenzene) detected in sampling	unknown	1941-1993
Yard Area at Bldg 126			X					Storage: Pesticides, Herbicides, POL; Release: pesticides and herbicides detected in sampling	Unknown	1969-Current

Key:
 RI = Remedial Investigation
 IRP = Installation Restoration Program
 CASRN = Chemical Abstracts Services Registry Number

Attachment B Environmental Condition of Property Categories

Site or Area	Environmental Condition Category							Substance Stored/Hazardous Substance(s) of Concern	Quantity Stored	Dates of Storage
	1	2	3	4	5	6	7			
Former Buried 55-gallon Drum at Building 117		x						Suspected aircraft de-icing solution; petroleum contaminated soils removed as part of UST Program	55-gallons	1963-1993
Suspected Former AST at Bldg 152		x						#2 Heating Oil Contaminated Soils	unknown	1963-1994
Notes:										
1. This section is intended to comply with reporting requirements under 40 CFR 373 in indicating the type and quantity of hazardous substances and notice of the time at which such storage, release, or disposal took place, to the extent that such information is available on the basis of a complete search of agency files.										
2. 40 CFR 373.2 stipulates that notice is required when substances stored over one year have been stored in quantities greater than or equal to 1000 kilograms or the hazardous substances CERCLA reportable quantity, whichever is greater. Hazardous substances listed under 40 CFR 261.30 as acutely hazardous wastes are subject to the notice requirement when stored in quantities greater than or equal to 1 kilogram. Notice is also required when releases have occurred in quantities greater than or equal to the CERCLA reportable quantity. After a complete search of available records concerning the property discussed in the EBS, quantities of certain hazardous substances are unknown and can be assumed to be greater than or equal to the applicable reportable quantity. Applicable names of hazardous substances have been provided, when known, within the table along with any known regulatory designation (CASRN, regulatory synonym, RCRA hazardous waste number, etc.).										
3. Sites or Areas within the transfer parcel not listed here are considered Category 1.										

Key:
 RI = Remedial Investigation
 IRP = Installation Restoration Program
 CASRN = Chemical Abstracts Services Registry Number

Fort Sheridan Golf Course Transfer Parcel FOST
 Final / December 1997
 Attachment B-2

ATTACHMENT C

ENVIRONMENTAL RESTRICTIONS AND DISCLOSURE STATEMENTS

A. ENVIRONMENTAL RESTRICTIONS

1. The Army shall have access to the property in any case in which a response action or corrective action is found to be necessary after date of property transfer, or such access is necessary to carry out a response action or corrective action on adjacent property.

2. The Army and its representatives shall, for all time, have access to the property for the purpose of installing, sampling, and/or removing groundwater wells. The Army will use reasonable attempts to minimize interference with the operation of facilities operated by the District on the property and will attempt to coordinate its activities with the District in connection with installing wells.

3. The transferee or successors or assigns shall apply with all applicable federal, state, and local laws, regulations, and standards that are or may become applicable to transferees activities on the transferred premises.

4. Portions of the Property are located on a tract of the Fort Sheridan installation cleared of unexploded ordnance (UXO) to the depth of four feet to support recreational reuse. This tract, referred to as the "38-acre parcel" was cleared of all dangerous and explosive ordnance reasonably possible to detect. No ordnance clearance was conducted under roads, concrete, and running utility lines. The Grantee acknowledges Grantor's recommendation that any subsurface excavations within four feet of ground surface under roads, concrete, and running utility lines, be preceded by ordnance and explosive clearance prior to intrusive activities. The Grantee agrees that all Property subject to ordnance clearance be restricted to a maximum sub-surface depth of disturbance of four feet. If the Grantee should find any ordnance they should not move or disturb the item and immediately call the local police or local fire authorities. Upon due notice, the Grantor agrees to remove any such remaining UXO discovered on the property, as required under applicable law and regulations, as expeditiously as reasonable and practicable, subject to the availability of funds. If the land use changes in the future from recreational use, the resulting costs and risks of liability associated with possible ordnance remaining on the property subject to ordnance clearance will be borne by the Grantee. Any such change in land use requiring a greater assessment depth or additional remediation of the land must be discussed with the Army and any planned survey approach and disposal techniques must be submitted to the Department of Defense, Explosives Safety Board, Alexandria, Virginia, for review and approval. Contact the U.S. Army Corps of Engineers, Louisville District, Real Estate Division, Louisville, Kentucky 40202, telephone (502) 625-7374.

B. DISCLOSURE STATEMENTS

1. NOTICE OF THE PRESENCE OF ASBESTOS:

The property existing on the date of this transfer may contain certain amounts of asbestos in the floor tile, linoleum and associated mastic, asbestos-containing pipe and tank insulation, heating, ventilating, and air conditioning vibration joint cloths, exhaust flues, acoustic ceiling treatment, siding, drywall, drywall compound, debris in some of the buildings, and incidental amounts in the window putty or gasketing, etc.

The grantee covenants and agrees, on behalf of it, its successors and assigns, that in its use and occupancy of the property, it will comply with all applicable laws relating to asbestos, and that the grantor assumes no liability for damages for personal injury, illness, disability or death, to the grantee, its successors or assigns, or to any other person including members of the general public, arising from or incident to the purchase, transportation, removal, handling, alterations, renovations, use, disposition, or

Fort Sheridan Golf Course Transfer Parcel FOST
Final / December 1997
ATT #C-1

other activity causing or leading to contact of any kind whatsoever with asbestos on the property described in this transfer, regardless of whether the grantee, its successors or assigns, have properly warned or failed properly to warn the individual(s) injured.

2. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT:

The grantee is hereby informed and does acknowledge that any property existing on the date of this transfer which was constructed or rehabilitated prior to 1978 is presumed to contain lead-based paint.

The grantee, its successors and assigns, shall not permit the use of any such structure for residential habitation unless the grantee has received certification from grantor or others that the premises are safe or grantee has eliminated the hazards of lead-based paint by treating any defective lead-based paint surface in accordance with all applicable laws and regulations. Residential structures are defined as any house, apartment, or structure intended for human habitation, including but not limited to a non-dwelling facility commonly used by children under six years of age such as a child care center, elementary school, or playground.

3. CERCLA NOTICE

The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability and Compensation Act (CERCLA or "Superfund") 42 U.S.C. section 9620(h). The Army has made a complete search of its available records concerning the property subject in this FOST. Those records indicate that hazardous substances have been stored for one year or more, released, or disposed of on the Transfer Premises as described in Attachment B. The Grantee should consult the Fort Sheridan Golf Course Transfer Parcel EBS for more details.

4. NOTICE OF UNEXPLODED ORDNANCE:

A. The Grantor completed a comprehensive records search regarding the past use, storage, and handling of military ordnance. Based on said records search, physical sampling was conducted on portions of Property formerly used to store finished munitions. Areas adjacent to Former Ammunition Magazines (Buildings 171, 173, Unnamed Magazine) and adjacent portions of Janes Ravine underwent statistical sampling. No UXO or UXO related items were found during said search, resulting in no restrictions on future land use. Based upon said search and testing, the Grantor represents that, to the best of its knowledge, no UXO is currently present on this portion of subject property.

B. Additionally, based on the research, UXO was found and cleared from a former artillery range located on the east end of the Golf Course Transfer Parcel ("38-acre parcel"). This clearance was conducted to a depth of 4 feet, with the exception of paved areas, and under utility lines. As part of said physical clearance activities, this portion of the subject Property is subject to deed restrictions based on the approved re-use plan, physical characteristics of the Property, and limitations encountered during testing and clearance of the subject Property. Aforementioned deed restrictions and/or notice are listed as follows.

1. Portions of the Property are located on a tract of the Fort Sheridan installation identified for and cleared of unexploded ordnance to the depth of four feet. This tract, referred to as the "38-acre parcel" was cleared of all dangerous and explosive ordnance reasonably possible to detect. No ordnance clearance was conducted under roads, concrete, and running utility lines. The Grantee acknowledges Grantor's recommendation that any subsurface excavations within four feet of ground surface under roads, concrete, and running utility lines, be preceded by ordnance and explosive clearance prior to intrusive activities. The Grantee agrees that all Property subject to ordnance clearance be restricted to a maximum sub-surface depth of disturbance of four feet.

Fort Sheridan Golf Course Transfer Parcel FOST
Final / December 1997
ATT #C-2

2. Clearance depths utilized for said "38-acre parcel" are based on and consistent with approved re-use scenario of recreational development. Grantee assumes all risks and liabilities for costs associated with any future UXO clearance actions if there is a change in the land use. Grantee also assumes all liability for injuries to persons or damages to property resulting from a change in the land use from recreational use.

C. The Grantee acknowledges receipt of *Final Removal Report, Ordnance and Explosives Interim Removal and Sampling Action, Fort Sheridan, Illinois. U.S. Army Corps of Engineers Engineering and Support Center, Huntsville. March, 1997* and *Statement of Clearance. U.S. Army Corps of Engineers Engineering and Support Center, Huntsville. April, 1997*. These reports define the boundaries of said "38-acre parcel" and indicate the former ammunition storage area locations subject to physical testing and/or clearance. These reports collectively represent results and recommendations from said ordnance testing and clearance.

D. The Grantor and the Grantee acknowledge that, due to the former use of the Property as an active military installation and notwithstanding the above records search, testing, and clearance, UXO may exist on the property. If the Grantee or any subsequent owner should find any ordnance they should not move or disturb the item and immediately call the local police or local fire authorities.

E. Grantee acknowledges that it has been informed of the former use of portions of this property for ordnance-related activities, of potential ordnance contamination, clearance actions, and restrictions thereof.

Attachment D

Letters of Concurrence: USEPA and IEPA

Fort Sheridan Golf Course Transfer Parcels FOST
Final / December 1997
Attachment D



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

REPLY TO THE ATTENTION OF: SRF-5J

December 11, 1997

Colleen Reilly, BRAC Environmental Coordinator
Ft. Sheridan BRAC Office
3155 Blackhawk Drive, Suite 17
Ft. Sheridan, IL 60037-1289

RE: Findings of Suitability to Transfer (FOST):
1) Draft Historic District/Landfills 3 & 4 and
Miscellaneous Study Areas, and
2) Draft Golf Course Transfer Parcel
3) Final Historic District Transfer Parcel
Ft. Sheridan, IL
Diversified Technologies Corp., October, 1997

Dear Ms. Reilly:

The United States Environmental Protection Agency (U.S. EPA) has completed its review of the subject documents.

Based upon current information, including the corresponding Environmental Baseline Surveys (EBS) and Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) Remedial Investigation documents, we believe that the evaluation conditions set forth in Section 120(h)(3) of CERCLA have been satisfied. Therefore, U.S. EPA concurs that the subject study areas are suitable for transfer for their proposed reuse.

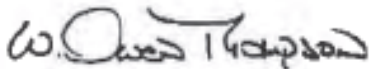
Our FOST concurrence in regard to Landfills 3 & 4 is conditioned upon the actual filing of non-residential land use restrictions with the deed to the property, exactly as presented in Attachment D to the Memorandum of Agreement (MOA) between the Army and the Cities of Highwood and Highland Park. The corrected version (marked "Draft/October 1997") of Attachment D was transmitted to U.S. EPA by your letter of November 7, 1997.

This letter will also acknowledge U.S. EPA's receipt of the Army's May 12, 1997 responses to U.S. EPA's April 8, 1997 non-concurrence of the Draft Historic District Transfer Parcel FOST. Based on our review of these responses and supporting documents provided to U.S. EPA since that time, we now concur that the Historic District Transfer Parcel is suitable for transfer.

Congratulations on completing the successful fast-track cleanup of the major portion of the Ft. Sheridan surplus property.

Please call me at 312 886-4843 if you have any questions this matter.

Sincerely yours,



W. Owen Thompson
BRAC Remedial Project Manager

cc: Paul Lake, IEPA
Charles Lechner, Ph.D., AEC Aberdeen P.G.
Timothy Thurlow, U.S. EPA ORC
Mark Johnson, Ph.D., U.S. EPA
Michael Chrystof, U.S. EPA
Gary Schafer, U.S. EPA



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 North Grand Avenue East, P.O. Box 19276, Springfield, Illinois 62794-9276 Mary A. Gade, Director

(217) 785-7728

(FAX) 782-3258

December 16, 1997

Ms. Colleen Reilly
Fort Sheridan BRAC Office
3155 Blackhawk Drive Suite 17
Fort Sheridan, IL 60037-1289

Re: Draft Golf Course EBS and Draft FOSTs for the 0970555001/Lake
the Golf Course and Historic District (LF 3/4 and Misc. Fort Sheridan (BRAC)
Study Areas) Transfer Parcels on the Surplus OU Superfund/Technical

Dear Ms. Reilly:

The Illinois Environmental Protection Agency ("Illinois EPA") received the documents referenced above on October 8, 1997. The Environmental Baseline Survey (EBS) and Findings of Suitability to Transfer (FOSTs) were prepared by Diversified Technologies Corporation on behalf of the Fort Sheridan BRAC Environmental Office. The Illinois EPA has received adequate responses to all of its November 18, 1997 comments on the Golf Course EBS and FOST and the Historic District FOST (including the corrected Attachment D).

When entering into a deed for transfer under section 120(h)(3) of the Comprehensive Environmental, Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §9620, the Army is required to include in such deed a covenant warranting that all remedial action necessary to protect human health and the environment with respect to any hazardous substance remaining on the property has been taken before the date transfer, and that any additional remedial action found to be necessary after the date of the transfer shall be conducted by the United States. The Illinois EPA concurs with the Army's conclusion that all necessary remedial action has been taken with respect to hazardous substances remaining on the Golf Course and Historic District (Landfills 3/4 and Miscellaneous Study Areas) transfer parcels on the Surplus Operable Unit to be transferred under §120(h)(3). This concurrence is based upon the land reuses cited in the FOSTs and the deed restrictions mandated for Landfills 3 and 4 in the corrected Attachment D to the Historic District FOST, received November 10, 1997.

In making this concurrence, the Agency reviewed the Golf Course EBS, Historic District Lease Parcel EBS, and all EBS supporting documentation for each transfer parcel, including:

1. The Fort Sheridan Concept Plan,
2. The U.S. Department of Defense Program Ordnance, Ammunition, and

Letter to C. Reilly regarding Fort Sheridan
Historic District and Golf Course Transfer Parcels
December 16, 1997
Page 2

- Explosives Archives Search Report,
3. The Final Removal Report, Ordnance and Explosives Interim Removal and Sampling Action,
 4. The Statement of Clearance (UXO),
 5. The Final Revised Final Technical Evaluation Plan,
 6. The Final Background Sampling and Data Evaluation Report,
 7. The Final Sampling Results and Data Evaluation Report (DER) for Miscellaneous Surplus Operable Unit Study Areas,
 8. The Final Technical Memorandum for Surplus Operable Unit Study Areas,
 9. The Final Landfills 3 and 4 Operable Unit Remedial Investigation/Baseline Risk Assessment and the Final Landfills 3 and 4 Operable Unit Decision Document,
 10. Numerous Underground Storage Tank (UST) reports, etc.

The documentation reviewed also indicates that releases of petroleum occurred the Golf Course and Historic District parcels to be transferred. Such releases do not affect the Agency's concurrence under §120(h)(3) given that petroleum is not a hazardous substance regulated by CERCLA. However, the Illinois EPA has sent No Further Remediation letters for all petroleum releases identified, cleaned up and reported by the Army on the transfer parcels to date.

Due to the recent discovery of trash within the 38 acre parcel previously cleared of Unexploded Ordnance (UXO), the Agency agrees that this area in the northeast corner of Fort Sheridan should be excluded from the transfer parcels. The new boundary sent to the Illinois EPA by facsimile December 16, 1997 is acceptable. The new transfer parcel boundary corresponds exactly to the 38 acre parcel boundary. The Illinois EPA expects that the waste materials identified by the UXO contractors within the 38 acre parcel in 1996 and by the Lake County Forest Preserve District workers earlier the first week of December 1997 will be evaluated as part of the Surplus Operable Unit Remedial Investigation/Baseline Risk Assessment.

Without independent investigation or certification of certain information contained in the documentation reviewed, the Illinois EPA concurs, to the extent set forth below, with the Army's determination that all remedial action necessary to protect human health and the environment with respect to any hazardous substance remaining on the Surplus Operable Unit Golf Course and Historic District (Landfills 3 and 4 and Miscellaneous Study Areas) transfer parcels has been taken. The review of the Documentation was completed pursuant to sections 120(h)(3)(B)(i), and the sole purpose of the concurrence is to satisfy the requirements of this provision.

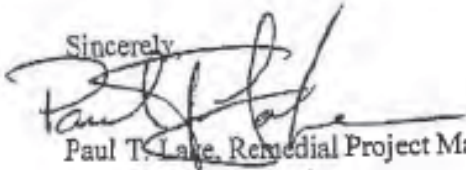
Letter to C. Reilly regarding Fort Sheridan
Historic District and Golf Course Transfer Parcels
December 16, 1997
Page 3

The Illinois EPA expressly reserves all rights and authorities relating to information not contained in the documentation reviewed, whether such information is known as of this date, or is discovered in the future. The Illinois EPA recommends that this document be made available to the public with the signed FOSTs.

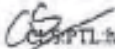
Please be advised that the Illinois EPA has no authority to approve or disapprove property transfers or lease arrangements. The parties receiving the properties are responsible for determining their potential liability, reporting, and permitting requirements.

Should you have any questions regarding this information, please do not hesitate to contact me at (217) 785-7728.

Sincerely,



Paul T. Lake, Remedial Project Manager
Federal Facilities Unit
Remedial Project Management Section
Bureau of Land

 C:\PTL\h:\forsh\fbst\ost.sov

cc: Owen Thompson, USEPA (HSRL-5J)
Ron Jackson, USAEC
Jenny Berman Ross, US Navy - EFA Midwest
Mona Reints, US Army Reserve
Susan Toutant, USACE-Louisville
Deborah McKinley, QST
Chris Manikas, SAIC

FINDING OF SUITABILITY TO TRANSFER (FOST)
MISCELLANEOUS GOLF COURSE STUDY AREA PARCELS
FINAL / NOVEMBER, 1998

1.0 PURPOSE AND FINDING

The purpose of this FOST is to document a decision made pursuant to Department of Defense (DoD) FOST guidance that property is suitable to transfer to the Lake County Forest Preserve District.

Based on a review of the *Fort Sheridan Miscellaneous Golf Course Study Area Parcels Environmental Baseline Survey (EBS)*, I have determined that the Fort Miscellaneous Golf Course Study Area Parcels described herein are suitable for transfer to the Lake County Forest Preserve District for the proposed reuse as recreational property.

2.0 PROPERTY DESCRIPTION

The Miscellaneous Golf Course Study Area Parcels are located on property to be transferred to the Lake County Forest Preserve District and consist of Hutchinson Ravine, Janes Ravine, a Former Rifle Range, and Building 172. Approximately 42 acres are being made available for transfer. Adjacent excess property north of Hutchinson Ravine is described in the *Fort Sheridan Golf Course and Cemetery Parcels Environmental Baseline Survey*. Excess property located south of Hutchinson Ravine is described in two other Environmental Baseline Surveys, entitled *Site-Specific Environmental Baseline Survey for Historic District Transfer Parcel* and *Site-Specific Environmental Baseline Survey for Historic District Lease Parcel*. The majority of the property contained in the prior EBSs was transferred in March, 1998. Most of the golf course and the parade grounds, totaling 173 acres, were transferred to the Lake County Forest Preserve District. The majority of the Historic District, totaling 128 acres, was transferred to the Local Redevelopment Authority of Highwood and Highland Park. A site map showing the general location of the property and the building being made available for transfer is provided as Attachment A. A site map showing adjacent property is included as Attachment B.

3.0 NATIONAL ENVIRONMENTAL POLICY ACT COMPLIANCE

The Fort Sheridan Joint Planning Committee (JPC) *Fort Sheridan Concept Plan, Johnson, Johnson, and Roy, Inc.* (September, 1994), was reviewed in 1997 and the impacts of its implementation determined to be substantially similar to the low intensity reuse analyzed in the *Environmental Assessment (EA) for the Disposal and Reuse of Fort Sheridan*, (September, 1993). Based on the environmental impact analyses documented in the EA, it has been determined, and documented in the Finding of No Significant Impact (FNSI), that implementation of the proposed action would not have a significant individual or cumulative adverse impact on the quality of the natural or human environment. The FNSI was signed and published in May, 1997.

4.0 ENVIRONMENTAL BASELINE SURVEY FINDINGS

An EBS was prepared to document the environmental condition of property on the transfer parcel. Study Areas within the Landfill 2 / 38-acre Parcel have been designated into Environmental Condition Category (ECC) classifications. These designations categorize the transfer parcel in order to describe the environmental condition of the property and provide relevant information regarding the past release or disposal of hazardous substances. For more information on ECC classification, see Section 5.0 of the *Landfill 2 / 38-acre Parcel EBS*. Seven study areas within these parcels were investigated during the Remedial Investigation (RI). Of these seven, five sites have been designated Category 3 (areas where release, disposal, and/or migration of hazardous substances has occurred, but in quantities that do not require a removal or remedial action). The remaining site has been determined to be Category 1 (areas where no release or disposal of hazardous substances or petroleum products has occurred). One underground storage tank (UST) removal site has been designated Category 2 (areas where only release or disposal of petroleum products has occurred).

4.1 Hazardous Substances and Petroleum Products

As noted above, seven study areas in the transfer parcel were sampled during the Surplus Operable Unit Remedial Investigation. These investigations indicate that releases of hazardous substances have occurred at five of the study areas. Sampling data for the Landfill 2 / 38-acre Parcel Fill Area indicate that lead, polynuclear aromatic hydrocarbons (PAHs), and pesticides/herbicides are present above site-specific background concentrations in sub-surface fill material at both study areas. In addition, the initial round of groundwater sampling at Landfill 2 indicated low concentrations of two explosive compounds. A second round of groundwater sampling did not detect any explosives, which suggests that the previous samples were anomalous and/or not representative of a significant on-going source. Elevated levels of lead were detected in surface soils adjacent to the former Small Arms Range North target berms. Some PAHs were detected above site-specific background concentrations at the Former Trap Range. Sediment sampling results at the Beach Area, which also contains a reported ammunition burn area, indicate a low concentration of an explosive in one sample. As noted above, each of these releases were found in quantities that do not require a removal or remedial action. Additionally, a 6,000 gallon #2 fuel oil UST and associated contaminated soil were removed from the transfer parcel.

Attachment B includes information, where applicable, as to the substance-stored/hazardous substance(s) of concern at each of these sites, the quantity stored, dates of storage, and the current status of the site. A Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) notice indicating the type and quantity of hazardous substances and notice of the time such storage, release, or disposal took place is included as a disclosure statement located in Attachment C.

4.2 Asbestos

No buildings are currently located within the Landfill 2 / 38-acre Parcel.

4.3 Lead-Based Paint

No buildings are currently located within the Landfill 2 / 38-acre Parcel.

4.4 Radon

No buildings are currently located within the Landfill 2 / 38-acre Parcel.

4.5 Polychlorinated Biphenyls (PCB)

A comprehensive survey of all Fort Sheridan transformers was undertaken by Environmental Science and Engineering in April of 1991. During this survey, three pad mounted transformers within the Landfill 2 / 38-acre Parcel were found to contain PCBs in excess of 50 PPM. Findings are summarized in *Report of Findings for Polychlorinated Biphenyls (PCB) Transformer Sampling Conducted at Fort Sheridan, Illinois. Environmental Science and Engineering. June, 1992.*

The three transformers identified in the 1991 survey (PM508 A, B, and C) have since been removed. The transformers were formerly located north of Building 913. Fluid sampling revealed total PCB concentrations of 124, 126, and 129 PPM, respectively. At the time of sampling, transformers were in good condition with no signs of leaks or spills. The transformers were removed at an unknown date between 1991 and 1995. In July, 1997, representatives from the Fort Sheridan Base Realignment and Closure Office took composited soil samples around the former transformers' pad. All of the sample results were below detection limits.

4.6 Radiological Materials

An historical data review was conducted at Fort Sheridan to establish the history of the uses of radioactive materials, the locations of radioactive material usage, the radioisotopes used, any accidents/incidents or radioactive material leaks which may have resulted in potential contamination, and a general history of all units involved in radiological activities. No buildings or areas within the Landfill 2 / 38-acre Parcel were identified as potentially containing radioactive material as a result of this survey. For more information, see *Industrial Radiation Historical Data Review No. 27-83-2859A-95 Fort Sheridan, Illinois. US Army Center for Health Promotion and Preventative Medicine. March, 1995.*

4.7 Ordnance and Explosives

Historical ordnance activities in the Landfill 2 / 38-acre Parcel include the target area of a rifle and mortar range, a former anti-aircraft artillery firing point, and reported ammunition open burning/open detonation pits. As a result, ordnance surveys and an ordnance removal action took place on the Landfill 2 / 38-acre Parcel.

Clearance operations were conducted in 1996 to the depth of four feet unless otherwise noted below. Landfill 2 was cleared to a depth of one foot. Large amounts of reinforced concrete were found in an isolated area along the bluffs to the west of Building 913. The reinforced steel in the concrete interfered with ordnance detection instruments and did not allow complete clearance. The US Army Engineering Support Center, Hunstville, the Mandatory Center for Expertise and a Design Center for Ordnance and Explosives, subsequently issued a Statement of Clearance (SOC) (revised, October, 1997), which included recommendations for the future use of the site. This SOC was amended and superseded by a Supplemental SOC (November 1998). The Supplemental SOC recommends that all areas cleared to a depth of four feet be released for unrestricted use. Because of the soil conditions, the types of ordnance used at the fort and research from other ordnance clearance projects, it is highly unlikely ordnance will be found deeper than four feet; therefore, restricted use below four feet is not justified. In addition, the Supplemental SOC recommends construction support, in lieu of full clearance or depth restriction, prior to any future intrusive activities penetrating at least zero to four feet below ground surface in the ten uncleared grids; the Landfill 2 area; and under the roads, pond, buildings and utilities within the 38-acre parcel. Consistent with the Supplemental SOC recommendations, ordnance construction support was conducted in April, 1999, when all of the buildings (69, 912, and 913) and asphalt road material within the Landfill 2 / 38-acre Parcel Fill Area were removed (see Section 2.0). No ordnance was found during the construction support.

A Notice of Unexploded Ordnance and Ordnance Restrictions are included in Attachment C.

5.0 ACCESS

The Army shall have access to the property in any case in which a response action or corrective action is found necessary after the date of property transfer, or such access is necessary to carry out a response action or corrective action on adjacent property.

Fifteen groundwater monitoring wells were installed on the Landfill 2 / 38-acre Parcel as part of the Army's environmental investigations to facilitate the collection of groundwater samples at study area locations. The Army shall have access to any of these wells to conduct routine sampling and/or to remove these wells.

6.0 ANALYSIS OF LAND USE

The proposed reuse of the Landfill 2 / 38-acre Parcel is detailed in the Fort Sheridan JPC *Fort Sheridan Concept Plan*. Johnson, Johnson, and Roy, Inc. September, 1994. The Fort Sheridan JPC, formerly consisting of the Cities of Highland Park, Highwood and Lake Forest and the County of Lake, approved the Concept Plan in September 1994. The Army reviewed the plan and provided recommendations on February 3, 1995. The proposed reuse of the subject transfer parcel is recreational. Additionally,

legislation adopted in Section 125 of the Fiscal Year 1996 Military Construction Appropriations Act (Public Law 104-32) dictates that the Army transfer this parcel to the LCFPD for open space use.

7.0 DEED RESTRICTIONS AND DISCLOSURE STATEMENTS

Environmental restrictions and disclosure statements, located in Attachment C, will be included in the deed as part of this transfer. Restrictions include allowing the Army access to the property in any case in which a response action or corrective action is found to be necessary, allowing access to monitor or remove monitoring wells, and restrictions related to the ordnance removal action. Disclosure statements include, but are not limited to, notices for the presence of hazardous substances and ordnance.

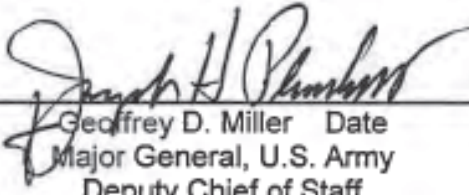
8.0 REGULATORY COMMENT

The U.S. Environmental Protection Agency and Illinois Environmental Protection Agency were notified at the initiation of the EBS and FOST. Regulatory comments received during the development of these documents were reviewed and either incorporated or addressed in responses to comments. There are no unresolved regulatory comments. Letters of Concurrence from regulatory agencies are included as Attachment D.

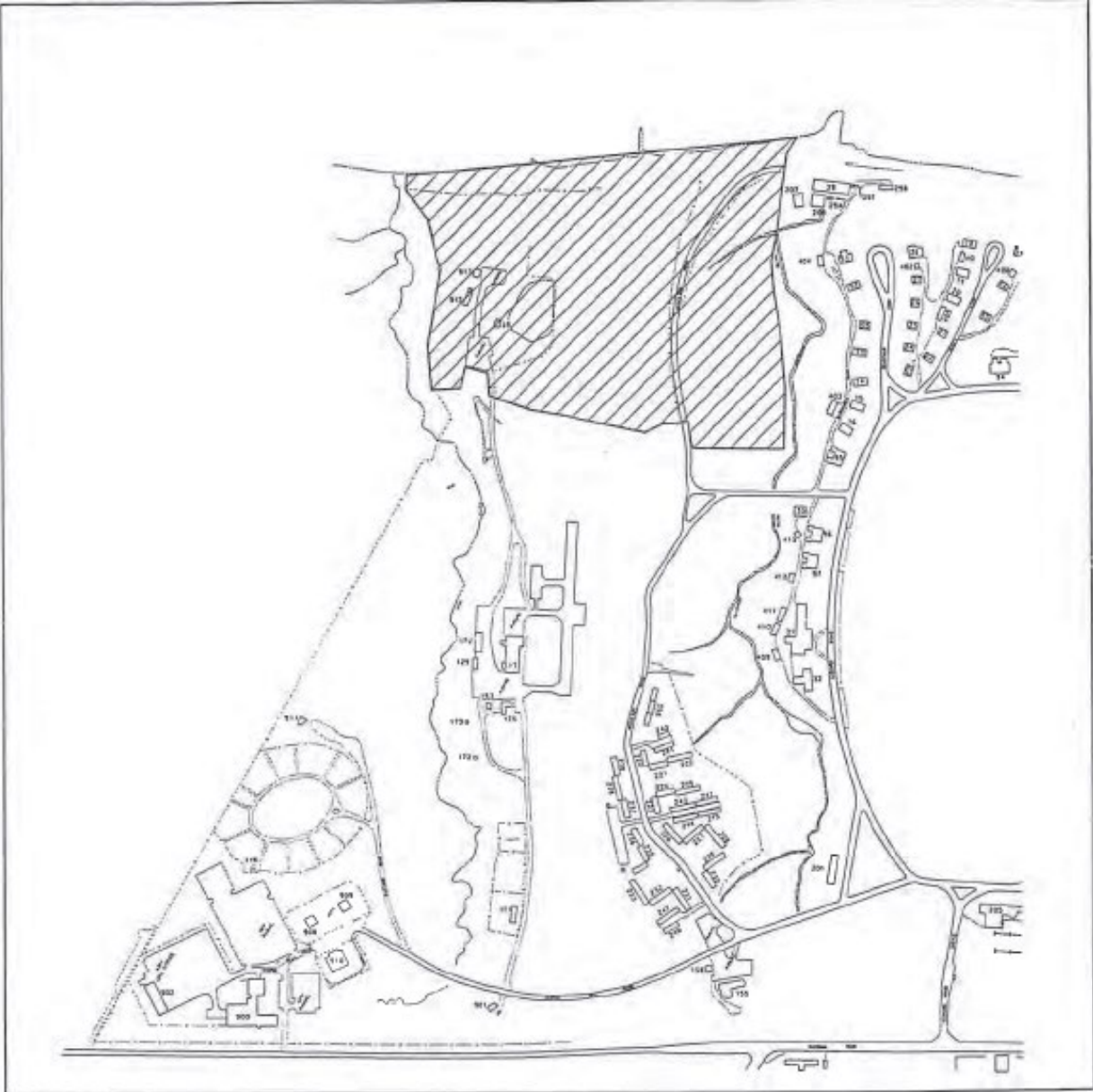
9.0 FINDING OF SUITABILITY TO TRANSFER

On the basis of the above and results from the Landfill 2 / 38-acre Parcel EBS and its reference documents, I, in my capacity as the Deputy Chief of Staff for Personnel and Installation Management, have concluded that the requirements of CERCLA Section 120(h) have been met; and subject to the foregoing restrictions and rights, the property has been found suitable to transfer for its proposed reuse. The proposed reuse of the property is recreational open space. Furthermore, the mandated transfer of this property to the Lake County Forest Preserve District, in the legislation adopted in Section 125 of the Fiscal year 1996 Military Construction Appropriations Act (P.L. 104-32), directs the Army to convey this property to the LCFPD in order to ensure continued protection and enhancement of open spaces at Fort Sheridan. In accordance with CERCLA Section 120(h)(1), an hazardous substance notice is required because hazardous substances were stored for one year or more, or known to have been released, treated, or disposed on the proposed property transfer parcel. The Army further warrants under CERCLA Section 120(h)(3) that: (1) all remedial actions necessary to protect human health and the environment with respect to any such substance remaining on the property have been taken before the date of such transfer;

and (2) any additional remedial action found to be necessary after the date of such transfer (that resulted from past Army activities) shall be conducted by the Army. The deed for this transaction will contain the covenants required by CERCLA 120 (h)(3).

 9/27/99

Geoffrey D. Miller Date
Major General, U.S. Army
Deputy Chief of Staff
for Personnel and
Installation Management



LEGEND



Landfill 2/
38-Acre Parcel



ATTACHMENT A

Landfill 2/
38-Acre Parcel

Attachment B Substance Stored / Hazardous Substance of Concern

Site or Area	Substance Stored/Hazardous Substance(s) of Concern	Quantity Stored	Dates of Storage	Comments/Cleanup Status
Landfill 2	Storage: concrete debris, coal, cinders. Release: lead, PAHs, and pesticides/herbicides detected in sub-surface sampling. Low concentrations of 2,4-dinitrotoluene (DNT) and 4-amino-2,6-DNT detected in groundwater sampling.	unknown	1910s - early 1970s	Reported in: Final Decision Document for the Landfill 2/SARN/38-acre Parcel Fill Area of the Surplus Operable Unit, Fort Sheridan, Illinois. QST Environmental. June, 1999.
38-acre Parcel Fill Area	Storage: ash, coal, wire, nails, cinders. Release: lead, PAHs, and pesticides/herbicides detected in sub-surface fill material.	unknown	early 1900s	Reported in: Final Decision Document for the Landfill 2/SARN/38-acre Parcel Fill Area of the Surplus Operable Unit, Fort Sheridan, Illinois. QST Environmental. June, 1999.
Small Arms Range North (SARN)	Soil target berms investigated for potential lead. Release: Lead detected in surface soils adjacent to former location of target berms.	unknown	1900s-mid 1950s	Reported in: Final Decision Document for the Landfill 2/SARN/38-acre Parcel Fill Area of the Surplus Operable Unit, Fort Sheridan, Illinois. QST Environmental. June, 1999.
Former Trap Range	Area investigated for residual lead, PAHs, and explosives from discharge of shaguns and debris from clay pigeons. PAHs detected in sampling.	unknown	1960s - 1993	Reported in: Final Technical Memorandum (TM) for Miscellaneous Surplus Operable Unit Study Areas, Fort Sheridan, Illinois. QST Environmental. November, 1997
Former Nike Site Control Area (Building 912)	Septic system investigated. No evidence of release.	unknown	1950s-1980s	Reported in: Final Technical Memorandum (TM) for Miscellaneous Surplus Operable Unit Study Areas, Fort Sheridan, Illinois. QST Environmental. November, 1997
Beach Area	Potential Ammunition Burn Area / Impsci Area for Trap and Artillery Ranges Release: 1,3 dinitrobenzene detected in Lake Michigan bottom sediments.	unknown	unknown	Reported in: Final Decision Document for the Ravines and Beach Area Study Areas of the Surplus Operable Unit, Fort Sheridan, Illinois. QST Environmental. September, 1998
UST at Building 912	#2 Fuel Oil	6,000 gallons	unknown	Determination of No Further Remediation letter dated 10/27/97 received from IEPA
Notes:				
1. This section is intended to comply with reporting requirements under 40 CFR 373 in indicating the type and quantity of hazardous substances and notice of the time at which such storage, release, or disposal took place, to the extent that such information is available on the basis of a complete search of agency files.				
2. 40 CFR 373.2 stipulates that notice is required when substances stored over one year have been stored in quantities greater than or equal to 1000 kilograms or the hazardous substances CERCLA reportable quantity, whichever is greater. Hazardous substances listed under 40 CFR 261.30 as acutely hazardous wastes are subject to the notice requirement when stored in quantities greater than or equal to 1 kilogram. Notice is also required when releases have occurred in quantities greater than of equal to the CERCLA reportable quantity. After a complete search of available records concerning the property discussed in this EBS, quantities of certain hazardous substances are unknown and can be assumed to be greater than or equal to the applicable reportable quantity. Applicable names of hazardous substances have been provided, when known, within the table along with any known regulatory designation (CASRN, regulatory synonym, RCRA hazardous waste number, etc.).				

Key:
 RI = Remedial Investigation
 PAHs = Polynuclear aromatic hydrocarbons

Landfill 2 / 38-acre Parcel FOST
 Final / August 1999

ATTACHMENT C

ENVIRONMENTAL RESTRICTIONS AND DISCLOSURE STATEMENTS

1. The Army shall have access to the property in any case in which a response action or corrective action is found to be necessary after date of property transfer, or such access is necessary to carry out a response action or corrective action on adjacent property.
2. The transferee or successors or assigns shall comply with all applicable federal, state, and local laws, regulations, and standards that are or may become applicable to transferees activities on the transferred premises.
3. The Army and its representatives shall, for all time, have access to the property for the purpose of installing, sampling, and/or removing groundwater wells. The Army will use reasonable attempts to minimize interference with the operation of facilities operated by the District on the property and will attempt to coordinate its activities with the District in connection with installing wells. 15 monitoring wells remain located on the Landfill 2 / 38-acre Parcel. A map with the location of these wells is provided as Exhibit A on page C-3.
4. Landfill 2 shall remain an undeveloped, open or natural area, to be used only for recreational purposes. The Grantee covenants on behalf of itself, its successors, and assigns that it will not dig, excavate, or construct on the landfills, except:

The Grantee, its successors, or assigns may (i) landscape that portion of the Property relating to Landfill 2, including the planting of grasses, trees and shrubs, and (ii) install utility corridors through portions of Landfill. None of the actions referred to in the foregoing clauses (i) or (ii) shall violate the Restrictions. In conducting any such landscaping or utility installation operations, the Grantee, its successors and assigns shall comply with unexploded ordnance (UXO) restrictions prescribed in 6 (b) of these restrictions.

The Grantee covenants for itself, its successors, and assigns that it shall include, and otherwise make legally binding, the restrictions in this Section in all subsequent lease, transfer, or conveyance documents relating to the Property. The restrictions and protections provided for in this Section shall run with the land. The restrictions in this Section benefit the lands retained by the United States that formerly comprised Fort Sheridan, as well as the public generally. The United States shall have the right to enforce the restrictions provided for in this Section by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of any portion of the Property to its condition prior to the time of the injury complained of (it being agreed that the Grantor may have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantor.

5. CERCLA NOTICE AND COVENANT

Pursuant to Section 120 (h) (3) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. section 9601 et seq. ("CERCLA"):

- A. Notice. The Grantor hereby notifies the Grantee of the storage, release and disposal of hazardous substances on the property. For the purposes of this notice, "hazardous substances" shall have the same meaning as Section 101 (14) of CERCLA. Available information regarding the type, quantity, and location of such substance and the action taken is summarized in Attachment C. More detailed information regarding the storage, release, and disposal of hazardous substances on the Property has been provided to the Grantee in the "Fort Sheridan Landfill 2 / 38-acre Parcel Fill Area Environmental Baseline Survey (EBS), dated Final / August 1999, the receipt of which the Grantee hereby acknowledges,
- B. Covenant. The Grantor hereby covenants that:

Landfill 2 / 38-acre Parcel FOST
Final / August 1999
ATT #C-1

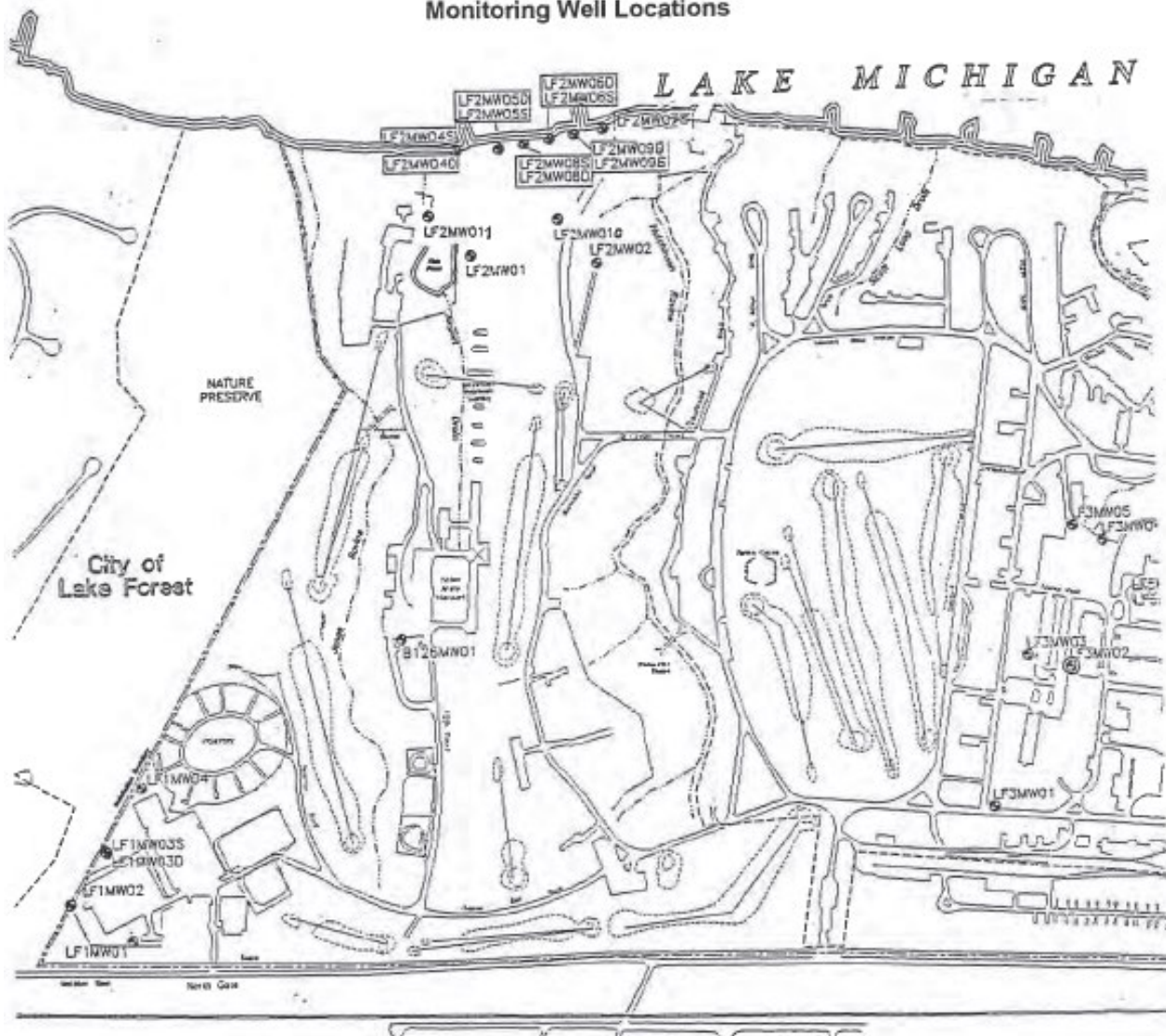
1. all remedial action necessary to protect human health and the environment with respect to any such substance remaining on the property has been taken before the date of such transfer; and
2. any additional remedial action found to be necessary with regard to such hazardous substances remaining on the Property after the date of such transfer shall be conducted by the Grantor. However, if the hazardous substance(s) remaining on the property is not consistent with the past U.S. Army usage of the property, it will not be the responsibility of the Grantor to conduct further remediation. This covenant shall not apply in any case in which the person or entity to whom the Property is transferred is a potentially responsible party under CERCLA with respect to the property immediately prior to the time of transfer. For purposes of this subsection, the Grantor hereby consents that the previous tenancy of the Grantee as to a portion of the property leased to the Grantee will not cause the Grantee to be a potentially responsible party under CERCLA solely because of such tenancy status.

6. NOTICE OF UNEXPLODED ORDNANCE (UXO) AND ORDNANCE RESTRICTIONS:

- A. The Grantor completed a comprehensive record search, and, based on that search, has undertaken and completed statistical testing, physical testing, and ordnance removal on the Property. These areas were searched and cleared of all UXO reasonably possible to detect to a depth of four feet below the surface of the ground, resulting in release of these areas for unrestricted use unless otherwise specified below. No ordnance clearance was conducted under roads, buildings, fish pond, running utility lines, and within an area adjacent to the bluff where large amounts of reinforced concrete were found. The Supplemental Statement of Clearance (SSOC), November, 1998, recommends ordnance construction support prior to any subsurface excavations in the following areas: for the 10 uncleared grids adjacent to the bluff, and under any roads, buildings, fish pond, and running utility lines in the Landfill 2 / 38-acre Parcel. Landfill 2 was cleared to a depth of 1 foot below ground surface and no ordnance was found. Consistent with the SSOC, ordnance construction support is recommended prior to any subsurface excavations in Landfill 2. All intrusive activity in Landfill 2 shall be consistent with the restrictions outlined in paragraph 4 above. A copy of the SSOC is provided as Exhibit B on Page C-4.
- B. All intrusive activities into Landfill 2, under roads, buildings, fish pond, running utility lines, and within an area adjacent to the bluff where large amounts of reinforced concrete were found, as discussed in paragraph 6 (a), requires prior notification to the US Army Corps of Engineers (USACE), Louisville District, PO Box 59, Louisville, Kentucky, 40201, (502) 625-7374. No excavation in the subject areas shall be accomplished until USACE has granted permission to excavate.
- C. Notwithstanding the record search, testing, and clearance conducted by the Grantor, the parties acknowledge that, due to the former use of the Property as an active military installation, there is a possibility that UXO may exist on the property. Upon due notice, the Grantor agrees to remove any such remaining UXO discovered on the property, as required under applicable law and regulations, as expeditiously as reasonable and practicable, subject to the availability of funds.
- D. If the Grantee, any subsequent owner, or any other person should find any UXO on the Property, they should not move or disturb the item and immediately call the local police or local fire authorities and the U.S. Army Corps of Engineers, Louisville District, PO Box 59, Louisville, Kentucky, 40201, (502) 625-7374.
- E. The Grantee acknowledges receipt of the *Final Removal Report, Ordnance and Explosives Interim Removal and Sampling Action*, Fort Sheridan, Illinois, U.S. Army Corps of Engineers Engineering and Support Center, Huntsville, March, 1997; the *Final Removal Report, Ordnance, Ammunition, and Explosives Time Critical Removal Action*, Human Factors Applications, Incorporated, May, 1998; the *Supplemental Statement of Clearance for Fort Sheridan, Illinois*, U.S. Army Engineering and Support Center, Huntsville, AL. September, 1998. These documents detail the past amount and type of UXO found on the Property and describes the UXO cleanup efforts conducted on the Property. These and other documents can also be found in the Administrative Record for the Property.

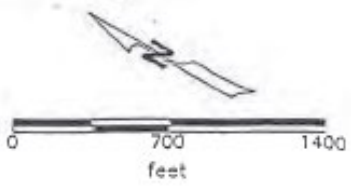
Landfill 2 / 38-acre Parcel FOST
Final / August 1999
ATT #C-2

**Exhibit A
Monitoring Well Locations**



- Existing Monitoring Well Location with Slick-Up Casing Protector
- ⊙ Existing Monitoring Well Location with Flush Mount Casing Protector
- ▭ Existing Shoreline Monitoring Well Location

Monitoring Well Locations



Landfill 2 / 38-acre Parcel FOST
Final / August 1999
ATT #C-3

Exhibit B
Supplemental Statement Of Clearance

Landfill 2 / 38-acre Parcel FOST
Draft / July 1999
ATT #C-4

SUPPLEMENTAL STATEMENT OF CLEARANCE FOR FORT SHERIDAN, ILLINOIS

1. References:

- a. Archives Search Report (ASR), Fort Sheridan, U.S. Army Engineer District, St. Louis, dated March 1996.
- b. Interim OE Removal and Sampling Action, April-September, 1996, Contract DACA87-94-D-0019, Task Order 0011.
- c. Statement of Clearance (SOC), Fort Sheridan, IL, revision date 27 October 1997.
- d. OE Removal and Sampling Action, October-December, 1997, Contract DACA87-94-D-0019, Task Order 0011.

2. The following summarizes the Ordnance and Explosives (OE) sampling and clearance activities for the western end of Site 1, a 90-acre tract of land located on the north end of Fort Sheridan (see Enclosure 1).

a. Based on recommendations in the ASR (reference 1a), in September, 1996, Human Factors Applications, Inc. (HFA), under contract to the U.S. Army Engineering and Support Center, Huntsville, statistically sampled the western end of Site 1 for the presence of OE. Reference 1b documents the results of this 10 percent subsurface OE search. Because the sampling uncovered some OE scrap, reference 1c restricted the western end of Site 1 to surface use and required that any excavations on this 90-acre tract be preceded by explosive ordnance clearance.

b. From October through December, 1997, HFA conducted OE clearance on this western end of Site 1. The additional clearance was conducted in the same area where OE scrap was discovered during the September, 1996, sampling. Enclosure 2 indicates the area subject to this additional clearance. Reference 1d documents the results of the additional clearance. No live OE items were found.

c. Between the two field efforts, HFA has carefully searched for the presence of OE over 50 percent of the area where OE scrap was discovered during the September, 1996, sampling. Because no live OE were found, further clearance or land use restrictions are not warranted. This Supplemental SOC recommends release of the western end of Site 1 for unrestricted use.

3. During this same time period, October through December, 1997, HFA also sampled 3 additional 100 feet by 100 feet grids in the 90-acre Site 1 for the presence of OE. Enclosure 3 indicates the location of these 3 grids. These grids were sampled to provide complete coverage of Site 1 and were located in an area of Site 1 that was not previously sampled or cleared. Reference 1d documents the results of the 3-grid sampling efforts. No OE items were found. This Supplemental SOC recommends release of the eastern portion of Site 1, except for the 38-acre parcel as discussed below, for unrestricted use.

4. The following summarizes additional OE sampling and clearance activities relevant to the 38-acre parcel in the eastern end of Site 1 (see Enclosure 3).

a. In December, 1997, HFA cleared, to 6 feet, a 1-acre site within the 38-acre parcel for the future construction of a building. Reference 1d documents the results of this clearance. No OE items were found.

b. Geophysical investigations conducted at other OE sites, with similar soil conditions as Fort Sheridan, have not found ordnance penetration deeper than 4 feet below ground surface for similar types of ordnance as those used at Fort Sheridan. Detailed information about these geophysical investigations and results can be found in :

(1) Final Report, Ordnance and Explosives Construction Support, Fort Dix Armor Range 65, Fort Dix, New Jersey, prepared for the U.S. Army Engineering and Support Center, Huntsville, by HFA, Incorporated, under DACA87-95-D-0027, Task Order 0015, dated July 22, 1998.

(2) Final Report, UXO Support for Construction at the Former Morgan Depot, Sayreville, New Jersey, prepared for the U.S. Army Engineering and Support Center, Huntsville, by MTA, Incorporated, under Contract DACA87-92-D-0147, Delivery Order 0006, dated March 10, 1997.

c. For those areas within the 38-acre parcel cleared to a depth of 4 feet, reference 1c restricts the use below 4 feet. In light of the recent information discussed in 3a and 3b above, this Supplemental SOC recommends unrestricted future land use for those areas which were cleared to at least 4 feet (as documented in reference 1b and 1d).


d. Reference 1c restricts the use of the 10 uncleared grids within the 38-acre parcel to surface use only. Reference 1c also restricts the use of the 38-acre parcel landfill area to a depth of 1 foot. Additionally, reference 1c requires OE clearance prior to intrusive activities under the pond, under paved areas, or underneath utility lines within the 4-foot depth. This Supplemental SOC recommends OE construction support, in lieu of full clearance or depth restriction, prior to any future intrusive activities penetrating at least 0 to 4 feet below ground surface. Construction support will provide the same or a higher level of safety for construction workers than full clearance in these areas. Construction support is more efficient because the actual areas to be disturbed will be inspected for OE, instead of an estimated construction zone. Construction support also allows future landowners more flexibility in the event that construction plans/locations change. The OE construction support recommendation applies to the 10 uncleared grids; the landfill area; and under the roads, pond, buildings and utilities, within the 38-acre parcel. Consistent with the Fort Sheridan Explosive Safety Submission (ESS) (30 August 1994), a Supplemental ESS will be forwarded for approval to document the construction support recommendation for future intrusive activities in the landfill area.

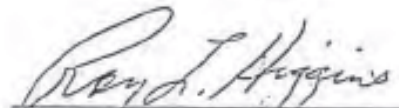
5. This SOC supersedes the revised 27 October 1997, SOC, for provisions related to Site 1.

6. This SOC was prepared in accordance with Army Regulations 385-64 and 405-90.

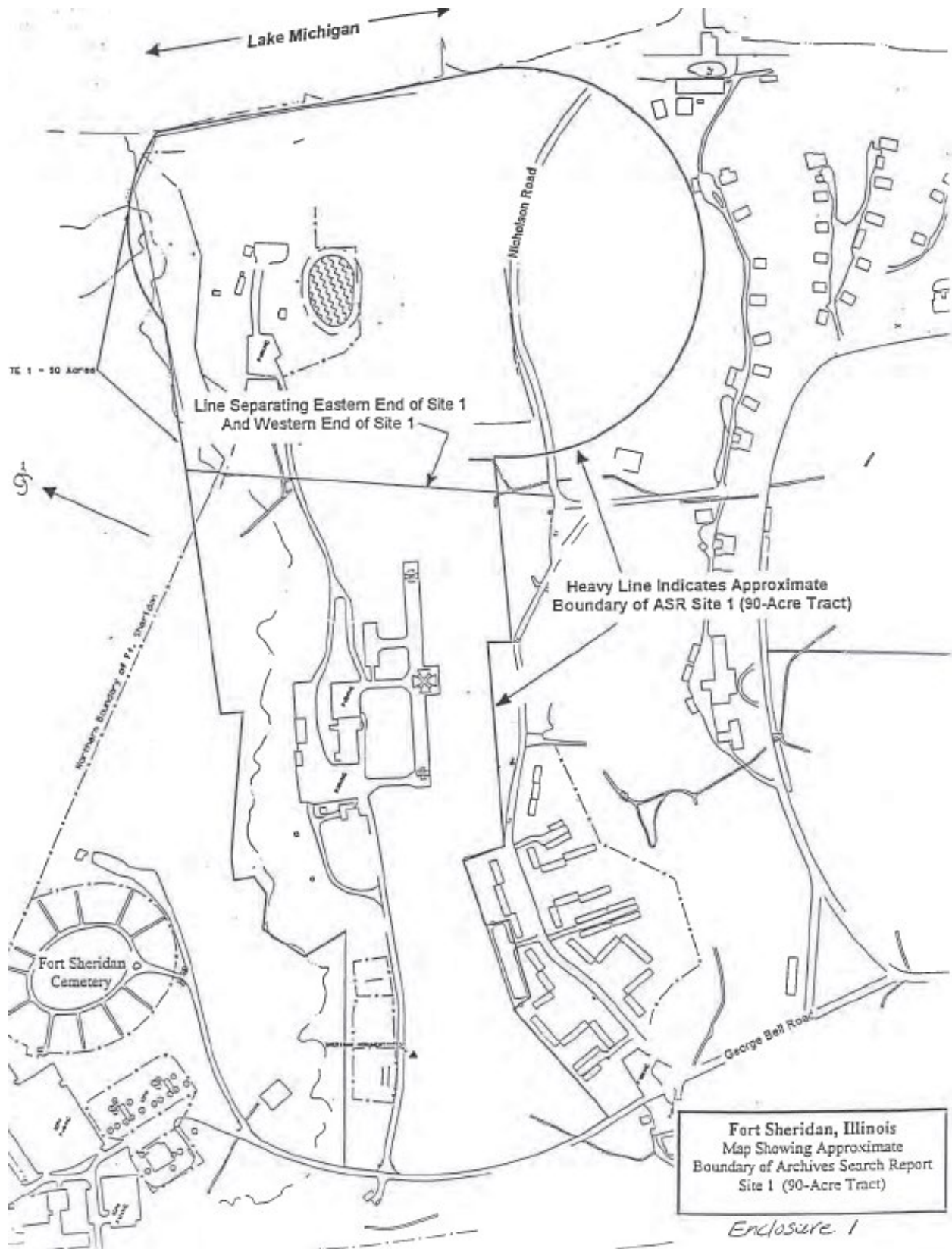
SUBMITTED BY:

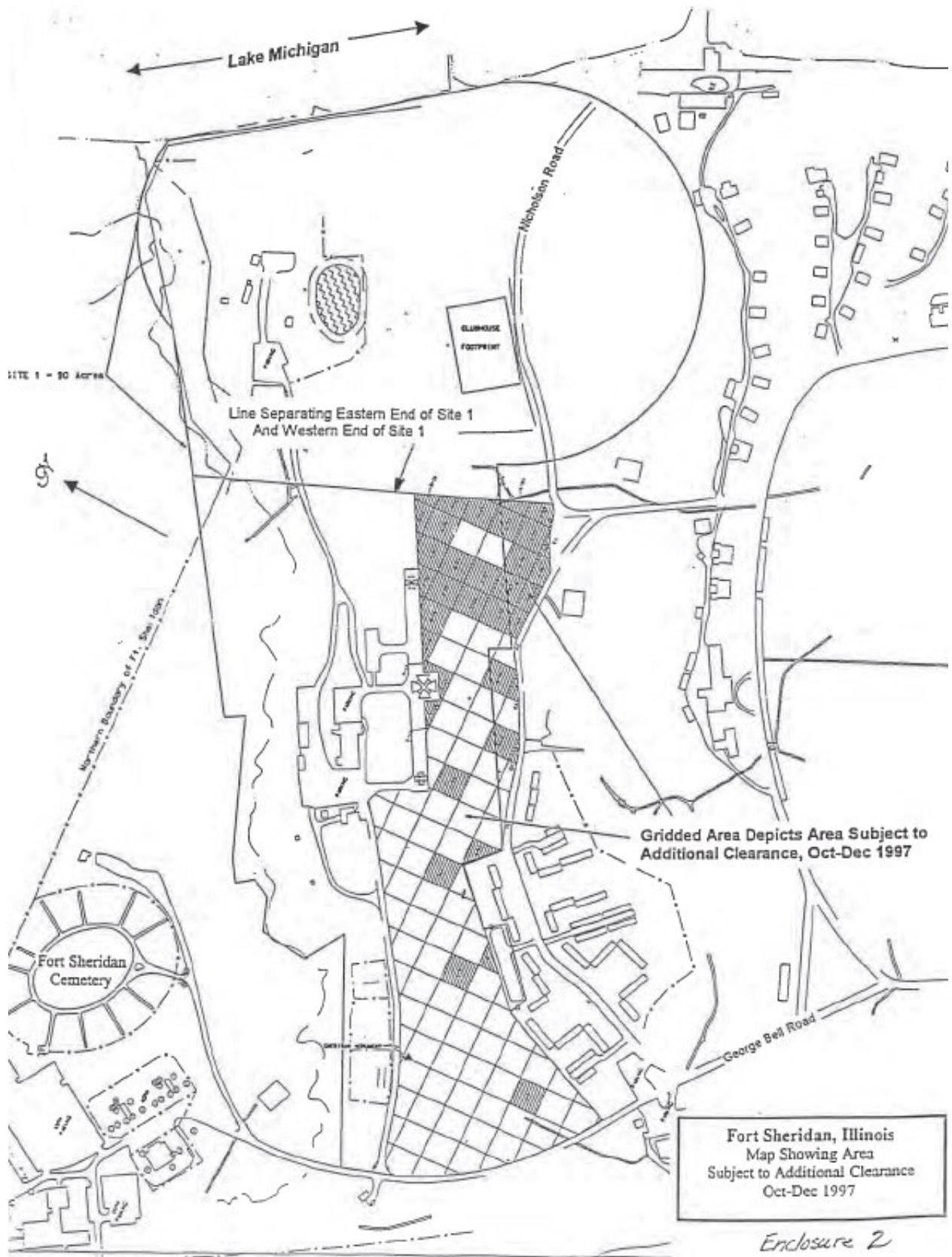
APPROVED BY:

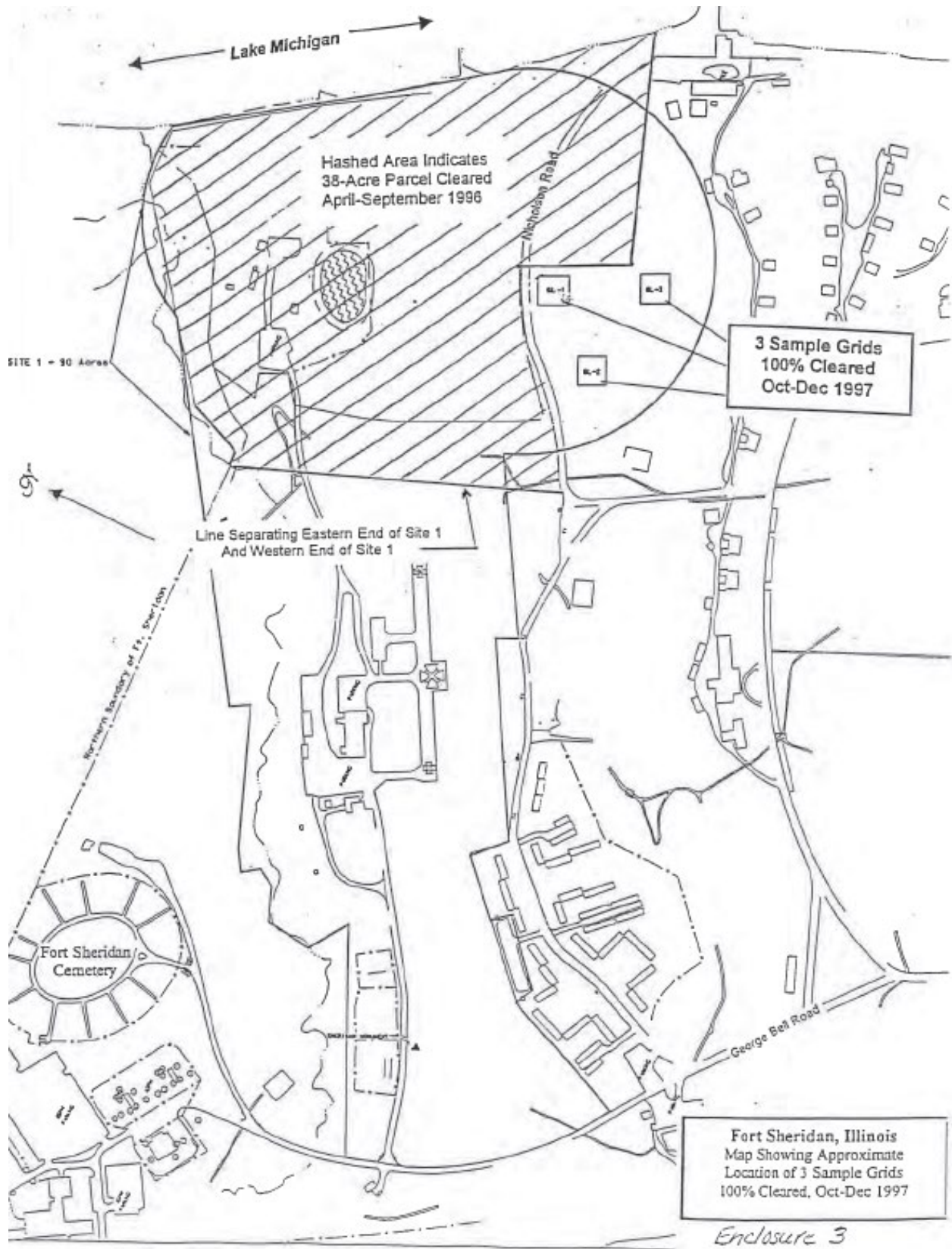

WALTER J. CUNNINGHAM (Date) 19 Dec 1998
Colonel, Corps of Engineers
Commander, U.S. Army Engineering
and Support Center, Huntsville


ROY J. HIGGINS (Date) 18 Nov 98
Colonel, U.S. Army
Commanding Officer, Fort McCoy

3 Enclosures: Maps of Affected Areas







Attachment D

Letters of Concurrence: USEPA and IEPA

Landfill 2 / 38-acre Parcel FOST
Final / August 1999
ATT #D-1



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

REPLY TO THE ATTENTION OF SRF-5J

July 30, 1999

Colleen Reilly, BRAC Environmental Coordinator
Ft. Sheridan BRAC Office
3155 Blackhawk Drive, Suite 17
Ft. Sheridan, IL 60037-1289

RE: Draft Site-Specific Environmental Baseline Survey (EBS) and
Draft Finding of Suitability to Transfer (FOST)
QST Environmental, Inc., May 28, 1999

Dear Ms. Reilly:

The United States Environmental Protection Agency (U.S. EPA) has completed its review of the subject document.

On April 28, 1999 U.S. EPA concurred with the finding presented in the Draft CERCLA Decision Document for the LE2/SARN/38-Acre Parcel Fill Area Study Areas of the Surplus Operable Unit that no further remedial action was required.

Based upon current information, including the corresponding Environmental Baseline Survey (EBS) and the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) Remedial Investigation Decision Document, we believe that the evaluation conditions set forth in Section 120(h)(3) of CERCLA have been satisfied. Therefore, U.S. EPA concurs that the subject study areas are suitable for transfer for their proposed reuse.

Please call me at 312 886-4843 if you have any questions.

Sincerely yours,

A handwritten signature in black ink that reads "W. Owen Thompson".

W. Owen Thompson
BRAC Remedial Project Manager

Attachment

cc: Paul Lake, IEPA
Tim Thurlow, U.S. EPA



(217) 785-7728
(FAX) 782-3258

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276

THOMAS V. SKINNER, DIRECTOR

July 15, 1999

Ms. Colleen Reilly
Fort Sheridan BRAC Office
3155 Blackhawk Drive Suite 17
Fort Sheridan, IL 60037-1289

Re: Draft EBS and FOST for the
Landfill 2 / 38 Acre Parcel, Surplus OU

0970555001/Lake
Fort Sheridan (BRAC)
Superfund/Technical

Dear Ms. Reilly:

The Illinois Environmental Protection Agency ("Illinois EPA") received the Draft Site-Specific Environmental Baseline Survey ("EBS") and Finding of Suitability to Transfer ("FOST") for the Landfill 2 / 38 Acre Parcel on July 8, 1999. This 40 acre parcel is to be transferred by the U.S. Army to the Lake County Forest Preserve District for recreational use as part of a golf course and open space in accordance with the 1994 Fort Sheridan Concept Plan and Section-125 of the 1996 Military Construction Appropriations Act (Public Law 104-32).

The U.S. Army completed an ordnance and explosives removal action and four phases of Remedial Investigation ("RI") on the Landfill 2 / 38 Acre Parcel. Pursuant to the Comprehensive Environmental, Response, Compensation, and Liability Act ("CERCLA") and its implementing regulations, The National Oil and Hazardous Substances Pollution Contingency Plan ("The NCP"), the Army investigated the following study areas within the Surplus Operable Unit parcel: Landfill 2 (including former Rifle and Mortar Range Impact Berms), 38 Acre Fill Area, Small Arms Range North, Trap Range, Nike Site Control Area, and Beach Area..

The Illinois EPA reviewed the following documents which demonstrate full compliance with CERCLA, The NCP and Department of Defense Unexploded Ordnance ("UXO") policy:

1. Phase I Draft Final Remedial Investigation/Baseline Risk Assessment ("RI/BRA"), June 1992;
2. Final Sampling and Analysis Plan for the Surplus OU, October 1995;
3. Fort Sheridan Ordnance, Ammunition, and Explosives Archive Search Report, March 1996;

4. Final Phase III Sampling and Analysis Plan for the Surplus OU, October 1996;
5. Final Revised Final Technical Evaluation Plan, November 1996;
6. 45 Day Report for Building 913 UST, February 1997;
7. Final Removal Report, Ordnance and Explosives Interim Removal and Sampling Action, March 1997;
8. Statement of Clearance, April 1997;
9. Final Background Sampling and Data Evaluation Report, May 1997;
10. Final Sampling Results and Data Evaluation Report for Miscellaneous Surplus OU Study Areas, November 1997;
11. Final Technical Memorandum for Miscellaneous Surplus OU Study Areas, November 1997;
12. Final RI/BRA for the Ravines and Beach Study Areas of the Surplus OU, April 1998;
13. Final Removal Report, Ordnance and Explosives Time Critical Removal Action, May 1998;
14. Final Decision Document for the Ravines and Beach Study Areas, September 1998;
15. Final Supplemental Statement of Clearance ("SSOC")*, November 1998;
16. Final RI/BRA for the Landfill 2/SARN/38 Acre Parcel Fill Area, January 1999;
and,
17. Final Decision Document for the Landfill 2/38 Acre Parcel Fill Area, June 1999;

All of the documents listed above are archived in Fort Sheridan's Administrative Record and information repositories, as required by 40 CFR 300.820.

*The SSOC recommends unrestricted use for all areas cleared of UXO to a depth of four feet. In addition, the SSOC recommends construction support in lieu of full clearance or depth restriction, prior to any future intrusive activities (0-4 feet) in ten uncleared grid areas including Landfill 2; under roads, the pond, buildings and utilities within the 38 Acre Parcel.

Letter to C. Reilly regarding Fort Sheridan
Landfill 2 / 38 Acre Parcel, Surplus OU
July 15, 1999
Page 3

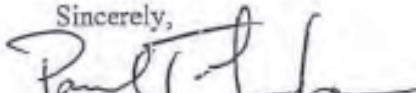
When entering into a deed for transfer under Section 120(h)(3) of CERCLA (2 U.S.C. §9620), the Army is required to include in such deed a covenant warranting that all remedial action necessary to protect human health and the environment with respect to any hazardous substance remaining on the property has been taken before the date of transfer, and that any additional remedial action found to be necessary after the date of the transfer shall be conducted by the United States.

The Illinois EPA concurs with the Army's conclusion that all necessary response action has been taken with respect to hazardous substances remaining at the Landfill 2 /38 Acre Parcel on the Surplus Operable Unit to be transferred under §120(h)(3). This concurrence is based upon the review and concurrence with the seventeen documents listed above, the EBS, and the recreational land reuse cited in the FOST.

Please be advised that the Illinois EPA has no authority to approve or disapprove property transfers or lease arrangements. The parties receiving the properties are responsible for determining their potential liability, reporting, and permitting requirements.

Should you have any questions regarding this letter, please do not hesitate to contact me at (217) 785-7728.

Sincerely,



Paul T. Lake, Remedial Project Manager
Federal Site Remediation Section
Bureau of Land

PTL:SDN:CAF:ptl:hc:/fortsh/12ehsfo.sou

cc: Owen Thompson, USEPA (HSRL-5J)
Chuck Lechner, USAEC
Jenny Berman Ross, US Navy - EFA Midwest
Mona Reints, US Army Reserve
Chris Kareem, USACE-Louisville
Deborah McKinley, QST
Chris Manikas, SAIC

EXHIBIT E

PROGRAMMATIC AGREEMENT

among

**DEPARTMENT OF THE ARMY,
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
and ADVISORY COUNCIL ON HISTORIC PRESERVATION,**

for the

**Base Closure and Disposal of Fort Sheridan,
Lake County, Illinois**

WHEREAS the Department of the Army (Army) is responsible for implementation of applicable provisions of the Base Closure and Realignment Act of 1988 [P.L. 100-526 (1988)]; and

WHEREAS the Army is proceeding with realignment of functions and units, closure of installations, and disposal of excess and surplus property in a manner consistent with the "Report of the Defense Secretary's Commission on Base Realignments and Closures", dated December 29, 1988 (Commission Report); and

WHEREAS the Army has determined that interim leasing, licensing, and/or disposal of portions of Fort Sheridan, Illinois, will have an effect upon historic properties that have been designated as a National Historic Landmark and/or are eligible for listing in the National Register of Historic Places (Attachment A), and has consulted with the Illinois State Historic Preservation Officer (SHPO), and the Advisory Council on Historic Preservation (Council) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. Section 4701), Section 110(f) of the same Act (16 U.S.C. Section 470h-2[f]), and Section 111 of the same Act (16 U.S.C. Section 470h-3); and

WHEREAS the historic properties include those properties and structures within the Fort Sheridan National Historic Landmark (NHL) as formally determined eligible for listing in the National Register of Historic Places (NRHP) by the Keeper of the NRHP in 1980, and other properties recommended as being eligible by the 1993 Army study Literature Review, Architectural Evaluation, and Phase I Archeological Reconnaissance of Selected Portions of Fort Sheridan, Illinois (herein after referred to as the 1993 Literature Review); and

WHEREAS Fort Sheridan is of national significance and importance and every effort shall be made by the Army to utilize

preservation covenants during the disposal process in order to preserve its overall character and integrity; and

WHEREAS interested members of the public, including the Fort Sheridan Joint Planning Committee (JPC), the Department of the Navy, (Navy), and the Landmarks Preservation Council of Illinois through public hearings, consultation meetings, and other means, have been provided opportunity to comment on the effects this Base Closure action may have on historic properties at Fort Sheridan; and

WHEREAS the Landmarks Preservation Council of Illinois (LPCI) has accepted the responsibility of communicating the Section 106 process governed by this agreement with other interested groups and individuals and to represent their concerns and interests, the LPCI is included as a concurring party to this document; and

WHEREAS it has been agreed that the Fort Sheridan Joint Planning Committee shall represent the interests of the County of Lake and cities of Lake Forest, Highwood, and Highland Park, Illinois, and shall be a concurring party to this document; and

NOW, THEREFORE, the Army, the SHPO, and the Council agree that the undertaking shall be implemented in accordance with the following stipulations to take into account the effect of the undertaking on the historic properties.

STIPULATIONS - The Army will ensure that the following measures are carried out:

1. Identification and Evaluation

The Army will be responsible for conducting the following studies as described in the following subsections A through C.

A. The Army, based upon comments received from the Illinois SHPO, the Council, the National Park Service, and other interested parties, will revise the 1993 Literature Review to include the following:

- 1) A more complete description of the historical significance of the existing NHL district, to include the original NHL nomination form as a report appendix.
- 2) Additional information on the role of Fort Sheridan in U.S. military post evolution and changes affected upon this facility as a consequence of World War II.
- 3) A reevaluation of the Fort Sheridan historic landscapes to determine if O.C. Simmons actually played a role in their design and if he considered the ravines and bluffs to be integral parts of the designed landscape.

4) The results of an archeological reconnaissance of an additional 14 hectares (ca. 34.6 acres) at Fort Sheridan recommended for investigation by the 1993 Literature Review.

5) Revised maps at a smaller scale to make it easier to identify building numbers.

B. The Army will conduct a separate archival study to determine if possible: 1) the role of and structures associated with the African American Women's Army Corps (W.A.C.) troops stationed at Fort Sheridan during World War II; and 2) whether survivors of the Wounded Knee Massacre were incarcerated at Fort Sheridan in the 1890s, and if so, where. The Army will consult with the SHPO and identify additional properties that will be considered eligible for the NRHP for Section 106 purposes. The Army will forward additional information to the NPS for consideration in accordance with 36 CFR Part 65 (National Historic Landmark Program).

C. NRHP evaluation of any newly discovered archeological sites will be conducted prior to property disposal.

2. Recordation

Prior to the sale or transfer of Fort Sheridan, the Army shall contact the National Park Service (NPS) HABS/HAER regional office to determine what level and kind of recordation is required for the property. The Army shall carry out this recommended recordation as part of the mitigation effort for the disposal of Fort Sheridan historic properties. If the NPS does not accept the documentation and proposes changes, the Army will make appropriate changes to make the document acceptable for submission to the Library of Congress. The sale or transfer of Fort Sheridan properties may proceed while the Army addresses concerns raised by the NPS.

3. Disposal of Fort Sheridan Properties

The Army will consult with the Illinois SHPO, the Council, Joint Planning Committee, and the Landmarks Preservation Council of Illinois (LPCI) and will dispose of the Fort Sheridan NHL District and all other Fort Sheridan NRHP eligible properties in a manner that preserves and maintains their overall historic and architectural character in accordance with the following PA stipulation requirements.

A. The Army will dispose of the property in accordance with the marketing plan outlined in Stipulation 3.E. The Army will also, to the extent feasible, dispose of the NHL District in toto and unsubdivided. Should it prove necessary to subdivide the property in order to effect its disposal, the Army will consult with the parties to this Agreement to determine whether additional measures should be employed to protect historic.

properties. If, however, the sale of the property does not occur, the property will be marketed in accordance with the Federal Property and Administrative Services Act of 1949 (as amended) as implemented by 41 CFR 101.47.

B. The Army will continue to provide caretaker building maintenance, security, and fire protection pending the transfer, lease, or sale of historic properties at Fort Sheridan. These caretaker activities shall be conducted in accordance with Public Works Bulletin 420-10-08 (March 17, 1993), Facilities Operation, Maintenance, and Repair Guidance for Base Realignment and Closing Installations (and subsequent revisions).

C. Licenses and Leases

The Army shall include in any license, lease, or other similar transfer document, a requirement that the lessee will properly maintain and protect historic properties in accordance with their National Register status (Attachment B). Proposed alterations to leased historic properties will be the subject of consultation between the Lessee, the Army, the Illinois SHPO, and the Council.

D. Public Benefit Transfers/Title XXIX Conveyance

1) Public Benefit Transfers of historic properties through assignment to another Federal agency (as authorized in the Federal Property and Administrative Services Act of 1949, as amended (40 U.S.C. 471 et seq.)) will include appropriate preservation covenants that require the receiving Federal agency to be responsible for compliance with 36 CFR Part 800 with respect to maintaining and disposing of these properties.

2) If historic properties are transferred as part of an Economic Development Conveyance to a Local Redevelopment Authority (LRA) (as authorized in Title XXIX of the National Defense Authorization Act for 1994), that LRA, in lieu of the Army, will be responsible for marketing these properties in accordance with the procedures outlined in Stipulation E. If the LRA so desires, it can negotiate a new redevelopment mitigation plan with the Illinois SHPO and the Council concerning their use and treatment of the National Register or NHL properties located on said lands.

3) The Army will notify the SHPO and the Council in writing of each Federal agency or authority that has requested and has had property assigned to it pursuant to Stipulations D.1 or D.2 above.

E. Negotiated and Public Sales

1) The Army will prepare a marketing plan, in consultation with the SHPO, for the NHL District and any other NRHP eligible properties located on Fort Sheridan. The marketing plan shall include the following elements:

- a. An information package about the property, including but not limited to:
 - * information on the property's cost;
 - * photographs of the property;
 - * a parcel map;
 - * information on the property's historic and architectural significance, identifying elements or characteristics of the property that should be given special consideration in planning;
 - * information on financial incentives for rehabilitation of historic structures;
 - * notification that the purchaser will be required to rehabilitate and maintain the property in accordance with the current edition of the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (U.S. Department of the Interior, National Park Service) unless renegotiated with the Illinois SHPO;
 - * notification that it is the option of the Army to utilize either restrictive covenants (Attachment C and/or Attachment D) or conservation easements in the transfer document; and
 - * a requirement that all those offering to purchase the District or any portion thereof to include in their offerings a proposed development and management plan for the District, which shall meet the standards set forth in Attachment E. This plan will be reviewed in the context of the Joint Planning Committee Conceptual Land Use Plan (September 30, 1994) and any subsequent revisions. The Army will encourage offerers to prepare their development and management plans in consultation with the SHPO.
- b. A distribution list of potential purchasers or transferees;

- c. An advertising plan and schedule; and
- d. A schedule for receiving and reviewing offers.

2) The Army will afford the SHPO thirty (30) days to review the marketing plan. Should the SHPO not respond in writing within thirty (30) days, the Army will assume the SHPO concurs in the plan.

3) The Army will review all offers in consultation with the SHPO prior to acceptance.

a. The Army shall notify SHPO, JPC, LPCI, and the Council of its intent to negotiate with an offerer to obtain needed changes in the offerer's development and management plan. Following approval of the successful offerer's development and management plan prior to transfer of real property, the Army will notify the parties of how the provisions of the plan relate to historic properties.

b. The Army will ensure that all real property within the District is transferred subject to the recipient's formal agreement to implement the approved development and management plan; that the recipient's agreement is made a part of the instrument transferring the real property and is recorded in the real estate records of Lake County, Illinois; that the instrument transferring the property incorporate the covenant (Attachment C); and that the covenant is recorded in the real estate records of Lake County, State of Illinois.

4) The Army will ensure that the purchaser will be notified that all rehabilitation and maintenance for historic buildings must be carried out in accordance with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitation of Historic Buildings (U.S. Department of the Interior, National Park Service, 1983, hereinafter "Standards").

5) If after three (3) months of good faith negotiations between the Army and the final bidder, the Army is unable to conclude an acceptable offer that conforms to the rehabilitation and maintenance requirements of the Standards for the entire property or individual parcels that contain historic properties, the Army will consult with the parties to this agreement to modify the preservation covenant to facilitate sale of the entire property or individual parcels within established disposal timelines. The consultation shall be limited to modifying only those portions of the preservation covenant for which there is disagreement between the final bidder(s) and the Army.

4. Coordination With Other Property Owners

a) The Army will maintain coordination with the Navy concerning treatment of historic properties located near lands

now under Navy jurisdiction. The Army will also keep the Navy informed about the status of property transfers.

b) The Army shall ensure that the Fort Sheridan cemetery is protected and preserved as a contributing element of the NHL. In the event that the Army transfers the cemetery to another entity, the transfer document will include appropriate preservation covenants (Attachment C) requiring the continued protection and preservation of the cemetery as part of the NHL. The Army will notify the SHPO and Council in writing of such a transfer within 30 days of its occurrence.

5. Environmental Remediation

A. If the Army determines that a property poses an imminent threat to health and safety and requires immediate response due to contamination by hazardous, toxic, and radiological (HTR) substances, the Army may request the comments of the Illinois SHPO and the Council within a seven-day period, similar to the procedures set forth in 36 CFR Section 800.12(b).

B. The Army shall notify the Council of discussions with the Illinois SHPO regarding the development of remediation plans for properties not posing an immediate threat to health and safety. The Army shall request an amendment to the PA if it is determined that implementation of the remediation plan requires the demolition or major alteration of historic properties which are contributing buildings within the NHL or determined eligible for listing on the National Register.

6. Dispute Resolution

A. Should the Illinois SHPO or Council object within thirty (30) days to any plans or other documents provided by the Army or others for review pursuant to this agreement, or to any actions proposed or initiated by the Army that may pertain to the terms of this agreement, the Army shall consult with the objecting party to resolve the objection. If the Army determines that the objection cannot be resolved, the Army shall forward all documentation relevant to the dispute to the Council. Within thirty (30) days after receipt of all pertinent documentation, the Council will either:

1) provide the Army with recommendations, which the Army will take into account in reaching a final decision regarding the dispute; or

2) notify the Army that it will comment pursuant to 36 CFR Part 800.6(b), and proceed to comment. Any Council comment provided in response to such a request will be taken into account by the Army in accordance with 36 CFR Part 800.6(c)(2) with reference to the subject of the dispute.

B. Any recommendation or comment provided by the Council pursuant to Stipulation 5(A) will pertain only to the subject of the dispute; the Army's responsibility to carry out all actions under this agreement that are not the subjects of the dispute will remain unchanged.

C. At any time during implementation of the measures stipulated in this agreement, should an objection to any such measure or its manner of implementation be raised by interested persons, the Army shall take the objection into account and consult as needed with the objecting party, the SHPO, and the Council to attempt to resolve the objection.

7. Amendments

A. The Army, Illinois SHPO, and/or Council may request that this PA be revised, whereby the parties will consult in accordance with 36 CFR Part 800.13 to consider such revision.

B. If it is determined that revisions are necessary, the parties shall consult pursuant to 36 CFR Part 800.5 (e) (5) to make such revisions. The Army will prepare the language for any proposed revisions and submit it to the other parties for review. Reviewing parties must comment on or signify their acceptance of the proposed changes to the PA within 30 days of receipt of the Army submission.

8. Status Reports

In January and July of each year, until excess Fort Sheridan properties have been transferred from Army control in accordance with the terms of this agreement, the Army will provide status reports to the Council and Illinois SHPO to review implementation of the terms of this agreement and determine whether amendments are needed. If amendments are needed, the parties to this agreement will consult in accordance with Stipulation 7 of this agreement to make such revisions.

9. Public Participation

The LPCI will, under the terms of this Agreement, voluntarily supply interested parties on a bi-monthly basis with information concerning actions that affect the Fort Sheridan NHL and National Register eligible properties.

10. Termination of Agreement

The Army, Illinois SHPO, and/or Council may terminate this PA by providing thirty (30) days notice to the other parties, providing that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the

Army will comply with 36 CFR § 800.4 through 800.6 with regard to individual undertakings covered by this PA.

Execution and implementation of this PA evidences that the Army has afforded the Council a reasonable opportunity to comment on the transfer of Fort Sheridan, and that the Army has taken into account the effects of the undertaking on historic properties.

DEPARTMENT OF THE ARMY

By: *J. H. Little* Date: 6/12/95
JOHN H. LITTLE
Major General, USA
Assistant Chief of Staff for Installation Management

ILLINOIS STATE HISTORIC PRESERVATION OFFICER

By: *William L. White* Date: 6/6/95
State Historic Preservation Officer

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: *Robert D. Bush* Date: 2/12/95
Executive Director

Concur:

FORT SHERIDAN JOINT PLANNING COMMITTEE

By: [Signature]
City of Highland Park

Date: May 4th 1995

By: [Signature]
City of Highwood

Date: May 4th 1995

By: [Signature]
The City of Lake Forest

Date: May 4th 1995

By: [Signature]
County of Lake

Date: May 4 1995

LANDMARKS PRESERVATION COUNCIL OF ILLINOIS

By: [Signature]

Date: May 10, 1995

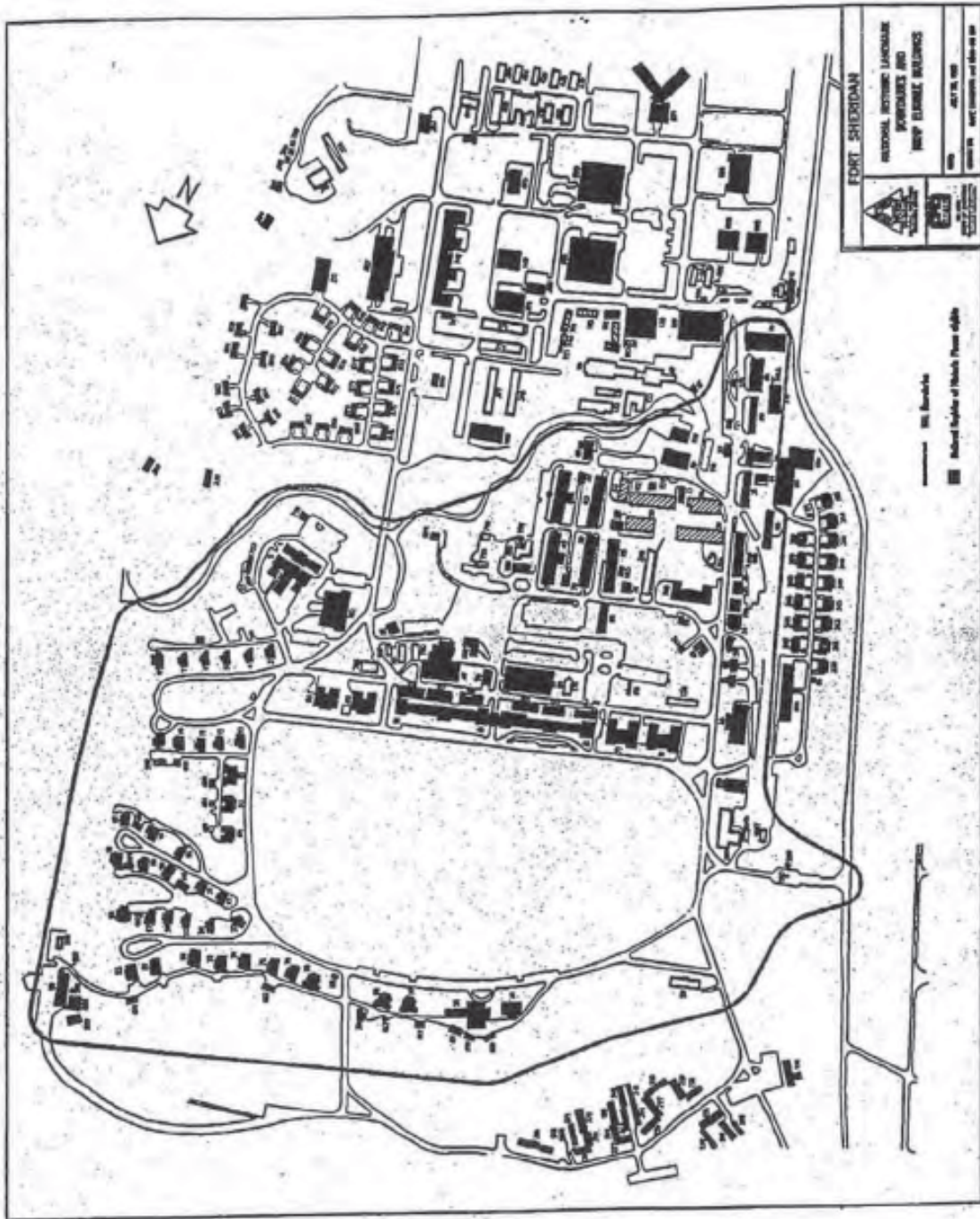
DEPARTMENT OF THE NAVY

By: _____

Date: _____

ATTACHMENT A:

MAP OF FORT SHERIDAN,
LOCATION OF NATIONAL HISTORIC LANDMARK,
AND NATIONAL REGISTER-ELIGIBLE
STRUCTURES



ATTACHMENT B: LEASE AGREEMENT

Building number(s) xxx are [eligible for/on] the National Register of Historic Places. These buildings will be maintained by the Lessee in accordance with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (U. S. Department of the Interior, National Park Service 1992) [Secretary's Standards]. Lessee will notify the Army and State Historic Preservation Officer (SHPO) of any proposed rehabilitations, structural or landscape alterations to this/these buildings(s) prior to undertaking said rehabilitations/alterations. Any approved rehabilitations, structural or landscape alterations to this/these building(s) must adhere to the Secretary's Standards. If the Lessee does not receive a written objection from the Army or SHPO within 30 days, the Lessee may proceed with the proposed rehabilitations or alterations.

ATTACHMENT C: STANDARD ARCHITECTURAL PRESERVATION COVENANT

1. In consideration of the conveyance of certain real property, hereinafter referred to as (name of property), located in the County of Lake, State of Illinois, which is more fully described as: (Insert legal description.), (Name of property recipient) hereby covenants on behalf of (himself/herself/itself/), (his, her, its) heirs, successors, and assigns at all times to the Department of the Army and the Illinois State Historic Preservation Officer to preserve and maintain (name of property) in accordance with the recommended approaches in the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (National Park Service, 1983) in order to preserve and enhance those qualities that make (name of property) eligible for inclusion in the National Register of Historic Places.
2. No exterior construction, alteration, remodeling or other modification to structures or setting shall be undertaken or permitted to be undertaken on (name of property) without the express prior written permission of the Illinois State Historic Preservation Officer if not already approved in the management plan.
3. The Illinois State Historic Preservation Officer shall be permitted at all reasonable times to inspect (name of property) in order to ascertain if the above conditions are met.
4. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the Illinois State Historic Preservation Officer may, following reasonable notice to (name of recipient), institute suit to enjoin said violation or to require the restoration of (name of property). The successful party shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorney's fees.
5. (Name of recipient) agrees that the Illinois State Historic Preservation Officer may at its discretion, without prior notice to (name of recipient), convey and assign all or part of its rights and responsibilities contained herein to a third party.
6. This covenant is binding on (name of recipient), (his/her/its) heirs, successors, and assigns in perpetuity, unless waived by the Illinois SHPO. Restrictions, stipulations, and covenants contained herein shall be inserted by (name of recipient) verbatim or by express reference in any deed or other legal instrument by which (he/she/it) divests (himself/herself/itself) of either the fee simple title or any other lesser estate in (name of property) or any part thereof.

7. The failure of the Illinois State Historic Preservation Officer to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

The covenant shall be a binding servitude upon (name of property) and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that (name of recipient) agrees to be bound by the foregoing conditions and restrictions and to perform to obligations herein set forth.

ATTACHMENT D: ARCHAEOLOGICAL PRESERVATION COVENANT

In consideration of the conveyance of certain real property, hereinafter referred to as the [parcel designation] located in the County of [name], State of Illinois, which is more fully described as: [Insert legal description], [name of property recipient] hereby covenants on behalf of [himself/herself/itself], [his/her/its] heirs, successors, and assigns at all times the United States Department of the Army and the Illinois State Historic Preservation Officer to protect archaeological resources by carrying out measures as follows:

1. No disturbance of the ground surface or any other thing shall be undertaken or permitted to be undertaken on any archaeological site determined by the Illinois State Historic Preservation Officer to be eligible for inclusion in the National Register of Historic Places which would affect the physical integrity of such site without the express prior written permission of the Illinois State Historic Preservation Officer, signed by a fully authorized representative thereof. Should the Illinois State Historic Preservation Officer require, as a condition of the granting of such permission, that the [name of recipient] conduct archaeological data recovery operations or other activities designed to mitigate the adverse effect of the proposed activity on the archaeological site, the [name of recipient] shall at [his/her/its] own expense conduct such activities in accordance with the Secretary of the Interior's Standards and Guidelines for Archaeological Documentation (48 FR 44734-37) and such standards and guidelines as the Illinois State Historic Preservation Officer may specify, including but not limited to standards and guidelines for research design, conduct of field work, conduct of analysis, preparation and dissemination of reports, disposition of artifacts and other materials, consultation with Native American or other organizations, and reinterment of human remains.

2. [Name of recipient] shall make every reasonable effort to prohibit any person from vandalizing or otherwise disturbing any archaeological site determined by the Illinois State Historic Preservation Officer to be eligible for inclusion in the National Register of Historic Places.

3. The Illinois State Historic Preservation Officer shall be permitted at all reasonable times to inspect [parcel designation] in order to ascertain if the above conditions are being observed.

4. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the Illinois State Historic Preservation Officer may, following reasonable notice to [name of recipient], institute suit to enjoin said violation or to require the restoration of any archaeological site affected by such violation. The successful party shall be entitled to recover all costs or expenses incurred

in connection with such suit, including all court costs and attorney's fees.

5. [Name of recipient] agrees that the Illinois State Historic Preservation Officer may at his discretion, without prior notice to [name of recipient], convey and assign all or part of its rights and responsibilities contained herein to a third party.

6. This covenant is binding on [name of recipient], [his/her/its] heirs, successors, and assigns in perpetuity. Restrictions, stipulations, and covenants contained herein shall be inserted by name of recipient] verbatim or by express reference in any deed or other legal instrument by which [he/she/it] divests [himself/herself/itself] of either the fee simple title or any other lesser estate in [parcel designation] or any part thereof.

7. The failure of the Illinois State Historic Preservation Officer to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

The covenant shall be a binding servitude upon the real property that includes the [parcel designation] and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that [name of recipient] agrees to be bound by the foregoing conditions and restrictions and to perform to obligations herein set forth.

ATTACHMENT E: STANDARDS FOR DEVELOPMENT AND MANAGEMENT PLAN

The development and management plan for the Fort Sheridan Historic District or any part thereof, and any other National Register listed or eligible properties including subsequently defined districts must meet the following standards:

- I. It must promote the preservation of the significant characteristics of the District(s) as a whole; accordingly;
 - A. it must address development and management of the entirety of the District(s), or if it is a plan for a portion of a District, it must relate development and management of that portion to that of the entire District, regardless of ownership; and
 - B. it must reflect an understanding of the historical, architectural, and landscape characteristics that make the District(s) eligible for inclusion in the National Register of Historic Places and that contribute to its character.

- II. It must provide for all rehabilitation and maintenance of buildings, structures, and designed landscape elements to be performed in accordance with the recommended approaches in the current edition of the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (National Park Service).

- III. It must fully justify the demolition of any building or structure whose demolition is proposed.

- IV. It must provide for all new construction to be performed in accordance with the recommended approaches in the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitation Historic Buildings (National Park Service, 1983).

- V. It must minimize, and fully justify, any new construction or alteration of landscapes that will alter the view from any existing building or structure.

- VI. If it involves use of the Parade Ground, it must provide for the Parade Ground to be maintained as landscaped open space that retains its historical character.

VII. It must provide for the Illinois State Historic Preservation Officer to review and approve:

- a. plans and specifications for rehabilitation;
- b. plans and specifications for new construction;
- c. plans and specifications for landscaping; and
- d. maintenance plans.

After acquiring any District or portion thereof, the recipient, if so desired, may negotiate a new redevelopment mitigation plan with the Illinois SHPO and the Council concerning their use and treatment of the National Register or NHL properties located on said lands.

VIII. It must provide for any instruments transferring the property from the Army to the recipient to include the following covenant:

[Refer to Attachment C - Standard Architectural Preservation Covenant]

EXHIBIT F



EXHIBIT G

November 5, 1997

The Honorable Donna E. Shalala
Secretary
Department of Health and Human Services
200 Independence Avenue, S.W.
Washington, DC 20201

Attn: Brian Rooney, Division of Health Facilities Planning

Re: Withdrawal of McKinney Act Application - Fort Sheridan

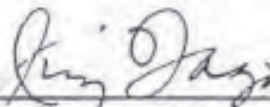
Dear Secretary Shalala:

On behalf of Catholic Charities of the Archdiocese of Chicago ("Catholic Charities"), I am writing in my official capacity to withdraw all of the Catholic Charities' applications to acquire certain buildings and land at the former military installation in Lake County, Illinois known commonly as Fort Sheridan, including but not limited to the application for Building Nos. 220-247, 356 and surrounding land. Catholic Charities' applications were made pursuant to and under the authority of Title V of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 et seq.).

Thank you for your kind assistance.

Sincerely,

CATHOLIC CHARITIES OF THE
ARCHDIOCESE OF CHICAGO

By: 

Name: Jimmy M. Lago

Title: Its Executive Director

cc: Mr. Steven K. Messerli
Thomas P. Duffy, Esq.

**Exhibit H
Hazardous Substance Notice**

Site or Area	Comments	Substance Stored/Hazardous Substance(s) of Concern	Quantity Stored and/or Released	Dates of Storage
Building 117	Documented in the DER	Storage: Petroleum, Oil, and Lubricants (POL) and Solvents	Unknown	1953-Current
Yard Area at Bldg 126	Documented in the DER	Storage: Pesticides, Herbicides, PCL; Release: Pesticides and Herbicides Detected in Sampling	Unknown Stored; Unknown Released	1959-Current
Building 173	Documented in the DER	Storage: Finished Munitions, Hazardous Materials, Pesticides; Release: TNT (2,4,6-Trinitrobenzene) Detected in Sampling	Unknown Stored; Unknown Released	1941-1993
Notes:				
1. This section is intended to comply with reporting requirements under 40 CFR 373 in indicating the type and quantity of hazardous substances and notice of the time at which such storage, release, or disposal took place, to the extent that such information is available on the basis of a complete search of agency files.				
2. 40 CFR 373.2 stipulates that notice is required when substances stored over one year have been stored in quantities greater than or equal to 1000 kilograms or the hazardous substances CERCLA reportable quantity, whichever is greater. Hazardous substances listed under 40 CFR 261.39 as acutely hazardous wastes are subject to the notice requirement when stored in quantities greater than or equal to 1 kilogram. Notice is also required when releases have occurred in quantities greater than or equal to the CERCLA reportable quantity. After a complete search of available records concerning the property discussed in this EBS, quantities of certain hazardous substances are unknown and can be assumed to be greater than or equal to the applicable reportable quantity. Applicable names of hazardous substances have been provided, when known, within the table along with any known regulatory designation (CASRN, regulatory synonym, RCRA hazardous waste number, etc.).				

Key:
 R1 = Remedial Investigation
 DER = Sampling Results and Data Evaluation Report for Miscellaneous Surplus Operable Unit Study Areas, Fort Sheridan, Illinois (GST Environmental, November 7, 1997)

**FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE
SECRETARY OF THE ARMY, UNITED STATES DEPARTMENT OF THE ARMY
AND
LAKE COUNTY FOREST PRESERVE DISTRICT
FOR THE CONVEYANCE OF
A PORTION OF FORT SHERIDAN
LOCATED IN LAKE COUNTY, ILLINOIS
DATED FEBRUARY 20, 1998**

THIS FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT (MOA) is made and entered into by and between the United States of America, acting by and through: (1) the Deputy Assistant Secretary of the Army (Installations, Housing & Partnerships), United States Department of the Army (hereinafter, the "Army"), and (2) the Deputy Director, Office of Real Property, United States Department of Veterans Affairs (hereinafter the "VA"); and the Lake County Forest Preserve District, a body politic and corporate organized under the Downstate Forest Preserve District Act, 70 ILCS 805/.001 et seq (1994) (hereinafter the "District"), collectively, the "Parties".

WHEREAS, the Army and VA have entered into a Letter of Intent (**Enclosure 1**) to transfer the land and the associated operational and administrative and jurisdictional responsibility for 11 cemeteries, including the Fort Sheridan Post Cemetery, currently administered by the Army, to the VA; and

WHEREAS, upon transfer of the Fort Sheridan Post Cemetery from the Army to the VA, the VA will become the federal agency with real property accountability and responsible for future operation and maintenance of the Fort Sheridan Post Cemetery; and

WHEREAS, the Army and the District previously entered into that certain "MEMORANDUM OF AGREEMENT BETWEEN THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE SECRETARY OF THE ARMY, UNITED STATES DEPARTMENT OF THE ARMY AND LAKE COUNTY FOREST PRESERVE DISTRICT FOR THE CONVEYANCE OF A PORTION OF FORT SHERIDAN LOCATED IN LAKE COUNTY, ILLINOIS" (the "MOA"); and

WHEREAS, the Parties mutually desire to amend the MOA to take account of the transfer of administrative jurisdiction to the VA of the Fort Sheridan Post Cemetery.

NOW THEREFORE, effective upon the date the Army provides written notification to the District that administrative jurisdiction of the Cemetery has been transferred from the Army to the VA (the "Amendment One Effective Date"), the Parties do hereby agree to amend the MOA as follows:

1. By deleting the term "Army" and replacing it with "VA" in paragraph 2.d under the Section titled, "DELIVERY OF POSSESSION; TITLE; NOTICE; ENCUMBRANCES".

2. By deleting the term "Army" and replacing it with "VA" in paragraphs 2.e, 2.f., and 2.h. under the Section titled, "CONDITIONS TO TRANSFER".

3. By adding the following new paragraph 2.o, following paragraph 2.n, under the Section titled, "CONDITIONS TO TRANSFER":

"2.o. Commencing upon the Amendment One Effective Date, VA will have all future responsibilities and access rights to act for the United States regarding Cemetery matters in subsections 2 and 3 of this Section, including the right to (i) amend this MOA, with concurrence of the District, regarding Cemetery matters in subsections 2 and 3 of this Section, (ii) transfer or assign its rights and interests under this MOA, with concurrence of the District, and (iii) approve the District's transfer or assignment of its rights and interests under this MOA as they relate to Cemetery matters in subsections 2 and 3 of this Section. VA will provide a copy of any such amendment(s), transfer(s), or assignment(s) to the Army for information."

4. By inserting the following VA contact information in paragraph 9 under the Section titled, "MISCELLANEOUS":

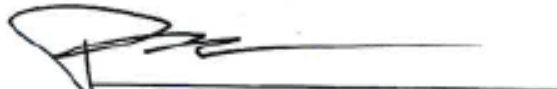
To the VA:

Mr. Scott MacRae
Department of Veterans Affairs
Acting Associate Executive Director
Construction & Facilities Management
Office of Real Property – 003C1E
425 I Street, NW
Washington, DC 20001

All other provisions of the MOA remain in effect unchanged. The District's execution of this First Amendment will be deemed its written consent (as provided in paragraph 7 under the Section of the MOA titled "MISCELLANEOUS") to the Army's transfer and assignment of its rights and interests under the MOA, as provided in this First Amendment and the Letter of Intent attached as Enclosure 1.

IN TESTIMONY WHEREOF, witness the signature of the United States of America, Department of the Army, acting by and through the Deputy Assistant Secretary of the Army (Installations, Housing and Partnerships), this 25th day of October, 2019.

UNITED STATES OF AMERICA
DEPARTMENT OF THE ARMY
BY:



Paul D. Cramer
Deputy Assistant Secretary of the Army
(Installations, Housing & Partnerships)

IN TESTIMONY WHEREOF, witness the signature of the United States of America, Department of Veterans Affairs, acting by and through the Acting Associate Executive Director, Office of Real Property, this _____ day of _____, 2019.

UNITED STATES OF AMERICA
DEPARTMENT OF VETERANS AFFAIRS
BY:

Scott P.
MacRae
1740501

Digitally signed by Scott
P. MacRae 1740501
Date: 2019.10.22
14:07:24 -0400'

Scott MacRae
Department of Veterans Affairs
Acting Associate Executive Director
Construction & Facilities Management
Office of Real Property

IN TESTIMONY WHEREOF, witness the signature of the Lake County Forest Preserve District, a body politic and corporate organized under the Downstate Forest Preserve District Act, 70 ILCS 80S/.001 et seq. this 8th day of OCTOBER, 2019.

STATE OF ILLINOIS
LAKE COUNTY FOREST PRESERVE
DISTRICT
BY:



Angelo D. Kyle
President

Attest:



Julie Gagnani
Secretary

**LETTER OF INTENT BETWEEN
U.S. DEPARTMENT OF VETERANS AFFAIRS,
NATIONAL CEMETERY ADMINISTRATION
AND
DEPARTMENT OF THE ARMY,
ARMY NATIONAL MILITARY CEMETERIES**

This letter documents the intention to transfer the land and the associated operational and administrative and jurisdictional responsibility for 11 cemeteries, currently administered by the United States Army, to the National Cemetery Administration ("NCA"), Department of Veterans Affairs. The post cemeteries are:

Vancouver Barracks Cemetery	Vancouver, WA
Fort McClellan Post Cemetery	Anniston, AL
Fort McClellan POW Cemetery	Anniston, AL
Fort Lawton Cemetery	Seattle, WA
Fort Douglas Cemetery	Salt Lake City, UT
Fort Worden Cemetery	Port Townsend, WA
Fort Missoula Cemetery	Missoula, MT
Fort Stevens Cemetery	Hammond, OR
Fort Devens Cemetery	Devens, MA
Benicia Post Cemetery	Benicia, CA
Fort Sheridan Cemetery	Chicago, IL

The Army National Military Cemeteries ("ANMC") and the NCA agree that Army cemeteries which are no longer on active military installations would be more efficiently operated by the NCA. To facilitate the transfer, between the parties, the Deputy Under Secretary for Field Programs and Cemetery Operations, National Cemetery Administration, Department of Veterans Affairs, and the Executive Director, Army National Military Cemeteries, agree to pursue the following:

- NCA and the Army will collaborate in a timely manner to accomplish legal, budgetary, environmental, and cultural requirements, and all other actions necessary to finalize the inter-agency transfer.
- The Army will operate and maintain the post cemeteries until they are transferred to the NCA.
- NCA will operate and maintain the post cemeteries upon transfer from the Army.

This initiative supports Presidential Executive Order dated March 13, 2017, and OMB Memo 17-22, regarding shared mission assignments across the Federal government for realignment and consolidation opportunities.

Glenn R.
Powers 264420
Glenn R. Powers
Deputy Under Secretary for Field Programs
and Cemetery Operations
National Cemetery Administration

Digitally signed by Glenn R. Powers
DN: cn=Glenn R. Powers, o=U.S. Department of Veterans Affairs, ou=National Cemetery Administration, email=glenn.powers@va.gov

DURHAM-
AGUILERA.KAREN.L.1230
610262
Karen Durham-Aguilera
Executive Director, Army National
Military Cemeteries
Department of the Army

Digitally signed by DURHAM-
AGUILERA.KAREN.L.1230
DN: cn=DURHAM-AGUILERA.KAREN.L.1230, o=U.S. Department of the Army, ou=Department of the Army, email=DURHAM-AGUILERA.KAREN.L.1230@army.mil

EXHIBIT C

NOTICE OF ACCEPTANCE OF OFFER TO SELL

Date:

Reference is hereby made to that certain Offer to Sell (that “**Offer**”), made as of the ____ day of _____ 2025, by and between LAKE COUNTY FOREST PRESERVE DISTRICT, with an address of 1899 W. Winchester Road, Libertyville, IL 60048 (collectively identified as the “**Seller**”), and THE UNITED STATES OF AMERICA, FOR AND ON BEHALF OF THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS, (together with its assign(s), “**Government**”), with an address of 810 Vermont Avenue, N.W., Washington, DC 20420.

The Offer is hereby accepted for and on behalf of the Government.

Jessica Kaplan
Acting Executive Director
Office of Construction and Facilities
Management
U.S. Department of Veterans Affairs

This Notice of Acceptance shall be sent to:

Ken Jones, Director of Land Preservation
Lake County Forest Preserve District
1899 W. Winchester Road
Libertyville, IL 60048
kjones@lcfpd.org

DISTRICT OF COLUMBIA
CITY OF WASHINGTON

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Jessica Kaplan, as authorized signatory of the Government, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the county and state last aforesaid, this ____ day
of _____ 2025.

Notary Public

EXHIBIT D

ACCESS AGREEMENT

[Attached]

PROPERTY ACCESS AGREEMENT

THIS PROPERTY ACCESS AGREEMENT ("Agreement") is made and entered into this 18 th day of April, 2025, by and between Lake County Forest Preserve District (LCFPD), with an address of 1899 West Winchester Road, Libertyville, Illinois 60048 and the UNITED STATES OF AMERICA, by and through the U.S. DEPARTMENT OF VETERANS AFFAIRS, a federal agency with an address of 810 Vermont Avenue, Washington, DC 20420 ("Government").

WHEREAS, LCFPD is the owner of certain real estate, consisting of approximately 4.7 acres of land, situated in Lake County, Illinois (hereinafter the "Property"). The Property is depicted on the location map attached hereto as Exhibit A.

WHEREAS, Government has requested permission from LCFPD to enter the Property to appraise the value of the Property, perform surveys, conduct engineering tests and studies, make test borings and carry out such other exploratory investigations as may be reasonably necessary to complete the due diligence investigations of the Property (collectively, the "Due Diligence Activities").

WHEREAS, LCFPD is willing to grant Government permission to enter the Property for the purpose of performing the Due Diligence Activities.

NOW, THEREFORE, in consideration of the foregoing, certain valuable non-monetary consideration, and of agreements hereafter contained, the LCFPD hereby grants to Government a license to enter the Property subject to terms and conditions set forth herein.

1. Purpose of Entry. The Government by its duly authorized officers, employees, agents and duly authorized employees of its contractors and subcontractors, may enter the Property at any reasonable time during the Term of this Agreement, as hereinafter defined in Paragraph 3 below, solely for the purpose of performing the Due Diligence Activities.

2. Government's Responsibilities. Government shall be responsible for all costs associated with its and its contractors' Due Diligence Activities and shall leave the Property in substantially the same condition as existed when Government, or Government's contractors, agents or representatives, entered the Property. Government shall not permit any liens to attach to the Property by reason of the exercise of Government's rights hereunder. All tools, equipment, buildings, improvements, and other property taken upon or placed upon the Property by Government shall remain the property of Government and must be removed by Government prior to the expiration of this Agreement.

3. Term. The term of this Agreement shall commence upon the date of execution of this Agreement by both parties and shall expire on October 15, 2025 (the "Term"). Notwithstanding the foregoing, in the event the Government enters into a subsequent

agreement with the LCFPD to purchase the Property, the Term of this Agreement MAY BE EXTENDED as set forth in such subsequent agreement. The Term also may be extended by written mutual agreement executed by Government and LCFPD.

4. Compliance with Law. Government shall perform the Due Diligence Activities in compliance with all applicable laws, ordinances, and regulations. Government shall obtain all permits, licenses, certificates, and approvals required to perform the Due Diligence Activities.

5. Notice to LCFPD. At least five (5) business days prior to commencing the Due Diligence Activities, Government or its contractor(s), as applicable, shall provide LCFPD with written notice of the commencement of the Due Diligence Activities, which shall include a brief description and an estimated schedule for completion.

6. Security of Property. Government shall cause the Due Diligence Activities shall to include reasonable security measures, to minimize the risk of property damage or bodily injury at or in the vicinity of the Property as the result of the Due Diligence Activities.

7. Condition of Property. Government shall repair any damage to the Property caused by performing the Due Diligence Activities and shall leave the Property in substantially the same condition as existed when the Government entered the Property.

8. Insurance. Government is a self-insured instrumentality of the United States of America. Government's contractors and any and all subcontractors (hereinafter "Contractors") shall obtain at their own cost and expense, and keep in full force and effect, during the term of their access upon the Property, a comprehensive general liability insurance policy in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury, death and property damage arising out of any one occurrence, protecting LCFPD against any and all claims for bodily injury, death or property damage arising directly or indirectly from Government's use of the Property. Such policy or policies shall name LCFPD as an additional insured. The policy or policies required hereunder shall be issued by insurance companies qualified to do business in the State of Illinois and such policy or policies shall provide at least twenty (20) days' written notice to LCFPD before cancellation or material modification. The Government's Contractors shall deliver to LCFPD certificates of such insurance evidencing the coverage in force as of the commencement date of this Agreement, as well as any replacement certificates issued during the Term of this Agreement.

9. LCFPD's Representation. LCFPD hereby represents and warrants that it is the owner of the Property and has the right to grant Government permission to enter upon the Property and perform the Due Diligence Activities.

10. Termination. This Agreement may be terminated by LCFPD or Government by providing written notice to the other party. Upon any such termination, the Government and its contractors shall have continued access to the Property until the earlier of (i) October 15, 2025 and (ii) the sixtieth (60th) day after the other party's receipt of such

termination notice to permit Government to remove equipment and/or complete any necessary repairs as set forth in Paragraph 7 of this Agreement.

11. Notices. Any notice permitted or required to be given under this Agreement shall be in writing sent by personal delivery, by commercial overnight air courier, or by email (if confirmed by delivery in person or by overnight air courier) to the following addresses (or to such other additional parties and addresses as either Owner or Government may subsequently designate by notice):

For Government: Construction and Facilities Management
U.S. Department of Veterans Affairs
Office of Real Property (003C7)
425 I Street, NW
Washington, DC 20001
Director,
Land Acquisition and Strategic Utilization
Matthew.Leddy@va.gov

With a copy to: Office of Real Property
U.S. Department of Veterans Affairs
425 I Street, NW
Washington, DC 20001
Attn: Margaret Patrice Williams
Senior Realty Specialist
Margaret.Williams6@va.gov

Office of General Counsel
U.S. Department of Veterans Affairs
810 Vermont Ave, NW
Washington, DC, 20420
Attn: Deputy Chief Counsel
Real Property Law Group (025A)

AND

For Owner: Lake County Forest Preserve District
1899 West Winchester Rd
Libertyville, Illinois 60048
Attn: Ken Jones
Director of Land Preservation
kjones@LCFPD.org

With a copy to:

Burke, Warren, McKay & Serritella, P.C.
330 North Wabash St.
21st Floor
Chicago, IL 60611
Attn: Matthew E. Norton
mnorton@burkelaw.com

12. Third Parties. The access rights granted to Government under this Agreement are a personal privilege of Government and shall not be transferred or assigned except as provided in Paragraph 1 hereof. Nothing in this Agreement, whether express or implied, is intended to relieve or discharge the obligation or liability of any third persons to either party to this Agreement, nor will any provision give any third persons any right of subrogation or action over or against either party to this Agreement.

13. Applicable Law; Entire Agreement. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the United States of America. The terms and conditions of this Agreement, together with the terms and provisions of all documents referred to herein, constitute the full and entire Agreement between the parties affecting the rights and obligations contained herein. No other agreement or understanding concerning the same has been entered into or will be recognized. Neither party has made inducements nor representations to the other except as expressly stated in this Agreement. No amendments or modifications of this Agreement shall have any force or effect without the written consent of both parties.

Notwithstanding anything contrary in this Agreement, any provision that purports to assign liability to the Government shall be subject to and governed by Federal law, including but not limited to, the Contract Disputes Act of 1978 (41 U.S.C. §§ 601-613); the Anti-Deficiency Act (31 U.S.C. §§ 1341 and 1501); and the Federal Tort Claims Act (28 U.S.C. §§ 1346(b)(1), 2671-2680.).

14. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for the purposes of this Agreement.

[Signature Page to follow]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

WITNESSES



Ken Jones
Name (print)

LCFPD:
LAKE COUNTY FOREST PRESERVE
DISTRICT


By: 

Name: Alex Ty Kovach

Title: Executive Director

Date: April, 18, 2025

WITNESSES:
MARGARET
WILLIAMS

 Digitally signed by
MARGARET WILLIAMS
Date: 2025.04.18 14:26:17
-04'00'

Name (print)

SHAHIDAT ABBAS

 Digitally signed by SHAHIDAT
ABBAS
Date: 2025.04.18 14:39:54 -04'00'

Name (print)

GOVERNMENT:

UNITED STATES OF AMERICA, by and
through the U.S. DEPARTMENT OF
VETERANS AFFAIRS

By: 

Name: Matthew Leddy

Title: Director Land Acquisition &
Strategic Utilization
Office of Real Property


Date: April 18, 2025


Exhibit A

Lake Forest, Illinois Property Location Map

Legend

 Forest Preserve Boundary

 Fort Sheridan National Cemetery

 Property: 4.7 Acres

 Parking Lot

Lake County Forest Preserve District
Land Preservation and Special Projects
1330 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 structures or as a basis for purchasing property.

Prepared using information from:
Lake County Department of Information & Technology: GIS/Mapping Division
13 North County Street
Waukegan, Illinois 60085-4557
847-377-2373









2018 Aerial Photo

Map Prepared 22 April 2022

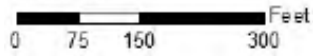


EXHIBIT E

DEPICTION OF EXISTING DISTRICT PARKING LOT, CONSTRUCTION ACCESS LOCATION, SILT DIKE & INLET PROTECTION

-  Fort Sheridan National Cemetery
-  Parking Lot
-  Silt Dike
-  Subject Property
-  Construction Access Location
-  Inlet Protection

Lake County Forest Preserve District
Land Preservation and Special Projects
1898 W Winchester Rd
Libertyville, Illinois 60048
847-958-3361



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.

2022 Aerial Photo

Prepared using information from:
Lake County Department of Information & Technology: GIS/Mapping Division
18 North County Street
Waukegan, Illinois 60085-4357
847-377-2375

Map Prepared 24 June 2024

