



DATE: August 31, 2026

MEMO TO: Paul Frank, Chair
Planning Committee

FROM: Ken Jones
Director of Land Preservation

RECOMMENDATION: Recommend approval of a Resolution (i) approving an Easement Agreement with 21569 Milwaukee Ave, LLC for a Septic System and Deep Well, (ii) approving the release of a Right of First Refusal, and (iii) approving the release of an Expired Temporary Access Easement, for property west of the Des Plaines River Trail within the Edward L. Ryerson Conservation Area.

STRATEGIC DIRECTION SUPPORTED: Organizational Sustainability

FINANCIAL DATA: There is no cost related to the granting of the Septic System and Deep Well Easement, approving the release of the Expired Temporary Access Easement, or approving the release of the Right of First Refusal.

BACKGROUND: In 2003, the Lake County Forest Preserve District (the “District”) acquired an approximately 1.5-acre parcel (the “Parcel”) owned by Raymond L. Alyea, Jr., individually, and Raymond L. Alyea, Jr., as Successor Trustee of the Mary K. Alyea Revocable Trust (the “Seller”) for use as a corridor for the construction of a segment of the Des Plaines River Trail (the “Trail”). The Parcel is located in unincorporated Vernon Township and is a portion of the Edward L. Ryerson Conservation Area. The Seller retained approximately two acres of land adjacent to the Parcel on which his residence and landscaping firm were located (the “Retained Property”).

During the January 2003 closing of that acquisition, the parties determined that the Retained Property was served by a septic system and field (the “Septic System”) and deep well (the “Deep Well”) that were located on either the Retained Property, the Parcel, or both. While not expressly stated in the PSA, representatives of the parties stated that they would execute, following the closing, a mutually acceptable easement agreement providing for Seller’s continued use of the Septic Field and Deep Well serving the Retained Property (a “Well/Septic Easement Agreement”).

In January 2025, the Seller conveyed the property to James Seckelmann, who subsequently conveyed it to 21569 Milwaukee Ave, LLC (“21569”).

To date, the District and the Seller have not executed a Well/Septic Easement Agreement. If the parties do not approve a Well/Septic Easement Agreement, then it is likely that an implied easement would be determined to exist. It is in the District’s best interest to reform the closing documents, to include a written easement agreement, rather than to rely on an unwritten implied easement.

The District and 21569 have been working to resolve outstanding issues stemming from the District’s acquisition of the Parcel, including the granting of the Septic Field and Deep Well Easement.

District staff and Corporate Counsel have negotiated, and 21569 has executed, the draft Well/Septic Easement Agreement attached to the attached resolution. The Easement Agreement includes authorization for 21569 to replace the pedestrian gate located on the District's boundary fence with a gate that would permit the passage of repair and maintenance vehicles should 21569 need to service the Septic System or Deep Well, subject to the District's prior approval of its location, design and composition.

Other outstanding issues include:

- In the purchase and sale agreement for the Parcel (the "PSA"), the Seller granted the District a right of first refusal (the "Right of First Refusal"), by which the Seller agreed to provide the District notice of any bona fide offer to purchase the Retained Property or any portion of it and the right to match that offer. Following Mr. Seckelmann's offer to Seller to acquire the Retained Property, the District elected not to exercise the Right of First Refusal. However, 21569 has requested that the District Board formally release the Right of First Refusal.
- In the PSA, the Seller granted a 30-foot temporary access easement between the Parcel and Milwaukee Avenue (the "Temporary Easement") because the Parcel was landlocked, and access was needed to facilitate pre-construction activities for and construction of the Trail. By its own terms, the Temporary Easement provided that it would automatically terminate two calendar years after the District acquired property giving it permanent access to the Parcel from a public right-of-way. For more than two years, the District has owned property on both sides of the Parcel, giving it permanent access from both Riverside Road on the north and from Estonian Lane on the south. While the Temporary Easement has terminated by its own terms, 21569 has requested that the District Board formally release the Temporary Easement.

Drafts of the releases of the Right of First Refusal and the Temporary Easement have been negotiated by District staff and Corporate Counsel, have been executed by 21569, and are attached to the attached resolution. If approved by the District, the Releases would be executed and recorded with the Lake County Recorder of Deeds to provide public notice that the District has formally released the Right of Refusal for the Retained Parcel and the Temporary Easement.

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

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR SEPTEMBER MEETING
SEPTEMBER 9, 2026**

MADAM PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **PLANNING COMMITTEE** presents herewith “A Resolution Approving an Easement Agreement with 21569 Milwaukee Ave, LLC for a Septic Field and Deep Well Easement, the Release of a Right of First Refusal, and the Release of a Temporary Easement,” and requests its approval.

PLANNING COMMITTEE:

Date: _____ ☐ Roll Call Vote: Ayes: _____ Nays: _____
☐ Voice Vote Majority Ayes; Nays: _____

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

**A RESOLUTION APPROVING AN EASEMENT AGREEMENT WITH
21569 MILWAUKEE AVE, LLC FOR A SEPTIC FIELD AND DEEP WELL
EASEMENT, THE RELEASE OF A RIGHT OF FIRST REFUSAL, AND THE
RELEASE OF A TEMPORARY EASEMENT**

WHEREAS, the Lake County Forest Preserve District (the “District”) owns a certain parcel of land known as the Edward L. Ryerson Conservation Area (“Ryerson”); and

WHEREAS, pursuant to a 2002 Sale and Purchase Agreement (the “PSA”) between the District and Raymond L. Alyea, Jr., individually, and Raymond L. Alyea, Jr., as Successor Trustee of the Mary K. Alyea Revocable Trust (the “Seller”), the District acquired a 1.5-acre parcel (the “Parcel”) adjacent to certain property retained by the Seller (the “Retained Property”); and

WHEREAS, the Parcel is now located within Ryerson and is traversed by the District’s Des Plaines River Trail; and

WHEREAS, on or about the date of the closing of the District’s acquisition of the Parcel (i) the parties were aware that the Retained Property was served by a septic system and field (the “Septic System”) and a deep well (the “Deep Well”) and that such Septic System and Deep Well were located within Parcel, the Retained Property, or both and (ii) representatives of the District and Seller stated that, if it was determined that the Deep Well and/or Septic System are located on the Parcel, then they would execute, following the closing, a mutually acceptable easement agreement providing for Seller’s continued use of the Septic Field and Deep Well to serve the Retained Property (a “Well/Septic Easement Agreement”); and

WHEREAS, the Septic Field and Deep Well are, in fact, located in whole or in part on the Parcel, but the District and the Seller never executed the Well/Septic Easement Agreement; and

WHEREAS, in January 2025, the Seller conveyed the property to James Seckelmann, who subsequently conveyed it to 21569 Milwaukee Ave, LLC (“21569”); and

WHEREAS, the District and 21569 now desire to reform the closing documents for the Parcel to approve the Well/Septic Easement Agreement; and

WHEREAS, 21569 has also requested that the District release certain rights granted to the District pursuant to the Purchase and Sale Agreement, including (i) a right of first refusal to acquire the Retained Property (the “ROFR”) and (ii) a 30-foot temporary access easement between the Parcel and Milwaukee Avenue (the “Temporary Easement”), which is no longer necessary for or used by the District; and

WHEREAS, it is in the best interests of the District to approve (i) the Well/Septic Easement Agreement, (ii) a release of the ROFR (the “ROFR Release”), and (iii) a release of the Temporary Easement (the “Temporary Easement Release”), all in substantially the form attached hereto (collectively, the “Easement and Releases”);

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 Easement and Releases. The Easement and Releases are all hereby approved in substantially the forms attached hereto. The President, Secretary and 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 Easement and Releases and all other documents that are necessary to effectuate the Easement and Releases , provided that any such documents have first been approved by the District's Corporate Counsel, (ii) to cause the fully-executed Easement and Releases to be delivered to Seller for recording with the Lake County Recorder of Deeds, and (iii) to take such other actions as may be necessary to effectuate the Easement and Releases.

Section 3: 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 _____, 2026

AYES:

NAYS:

APPROVED this ____ day of _____, 2026

Jessica Vealitzek, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

THIS DOCUMENT
PREPARED BY:

Rachel D. Wanroy, Esq.
Burke, Warren, MacKay
& Serritella, P.C.
330 N. Wabash Ave.
Suite 2100
Chicago, IL 60611-3607

AND AFTER
RECORDING RETURN TO:

Ken Jones
Director of Land Preservation
Lake County Forest Preserves
1899 West Winchester Road
Libertyville, Illinois 60048

This Space for Recorder's Use Only

Septic Field and Deep Well Easement Agreement

This **Septic Field and Deep Well Easement Agreement ("Agreement")** is entered into as of the ____ day of _____, 2026 (the "**Effective Date**"), by and between the **Lake County Forest Preserve District**, a body politic and corporate organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/.001 *et seq.*, (the "**District**") and **21569 Milwaukee Ave LLC**, an Illinois limited liability company (herein, "**21569**") (collectively, the District and 21569 may be referred to as the "**Parties**").

IN CONSIDERATION of and in reliance upon the recitals, mutual agreements, and promises set forth herein, the Parties agree as follows:

SECTION 1. RECITALS.

A. The District owns certain property which is generally depicted on **Exhibit A** attached hereto as the "**District Property**".

B. The District acquired the District Property from Raymond L. Alyea, Jr., and Mary K. Alyea, as Trustee of the Mary K. Alyea Revocable Trust dated December 28, 1994 (collectively, "**Alyea**"), pursuant to the terms of that certain Real Estate Sale and Purchase Agreement dated September 23, 2002 and revised by the parties at the closing of the transaction contemplated therein on January 8, 2003 (the "**2002 PSA**").

C. The District Property contains a certain deep well ("**Deep Well**"), and a certain septic field (the "**Septic Field**") located on the District Property, which are located in the location generally depicted on **Exhibit B** as the "**Well & Septic Field Easement Area**" and legally described on **Exhibit C**.

D. The Deep Well and the Septic Field served, and continue to serve, that certain property adjacent to the District Property, which is generally depicted on **Exhibit A** as the "**Seckelmann Property**", which at the time of the 2002 PSA was owned by Alyea.

E. Pursuant to the 2002 PSA, the District and Alyea were to execute, following the closing, a mutually acceptable easement agreement providing for Alyea's existing use of the Deep Well and the Septic Field. At the time of the closing, the District and Alyea intended to, but did not, provide for such easement.

F. Following the acquisition of the District Property by the District from Alyea, James Seckelmann, an individual ("**Seckelmann**"), acquired the Seckelmann Property from Alyea. James Seckelmann subsequently conveyed all of his right, title and interest in and to the Seckelmann Property to 21569.

G. The District and 21569 desire to complete the transaction contemplated in the 2002 PSA by entering into this Agreement, by which the District will grant to 21569, as ultimate-successor-in-interest to Alyea (i) an easement over portions of the District Property for the sole purposes of accessing, maintaining, and operating the Deep Well and its related pipes, drains, electrical lines, water lines, and other appurtenances, and (ii) an easement over portions of the District Property for accessing, maintaining, and operating the Septic Field, subject to the terms, covenants and conditions set forth herein.

SECTION 2. GRANT OF EASEMENTS.

A. **Grant of Deep Well Easement.** The District hereby grants to 21569, without warranty of title, and subject to all easements, covenants, conditions, agreements, restrictions and encumbrances of record, a non-exclusive easement to use the Well & Septic Field Easement Area located on the District Property for the sole purpose of accessing, operating, and maintaining the Deep Well (including any of its pipes, electrical lines, and appurtenances) that is currently located on the District Property for the benefit of the Seckelmann Property (the "**Deep Well Easement**"), subject to the terms and conditions of this Agreement. Nothing herein shall be construed as a waiver by the District of its right to relocate the Deep Well Easement as provided in the 2002 PSA.

B. **Grant of Septic Field Easement.** The District hereby grants to 21569, without warranty of title, and subject to all easements, covenants, conditions, agreements, restrictions and encumbrances of record, a non-exclusive easement to use the Well & Septic Field Easement Area located on the District Property for the sole purpose of accessing, operating, and maintaining the Septic Field that is currently located on the District Property for the benefit of the Seckelmann Property (the "**Septic Field Easement**"), subject to the terms and conditions of this Agreement. Nothing herein shall be construed as a waiver by the District of its right to relocate the Septic Field Easement as provided in the 2002 PSA.

C. **Relocation of Deep Well Easement and Septic Field Easement by the District.** Notwithstanding the foregoing, any relocation of the Deep Well Easement and/or Septic Field Easement by the District shall (i) be at the District's sole election, (ii) be at the District's sole cost and expense (including all related engineering, permitting, testing, connection, restoration and

professional costs incurred by the District in connection therewith), (iii) not result in any interruption of water or septic service to the Seckelmann Property for more than two (2) consecutive business days, (iv) provide facilities of equal or greater capacity and functionality, and (v) be subject to reasonable prior written notice to 21569. The District shall coordinate any such relocation in a manner that minimizes disruption to the Seckelmann Property.

SECTION 3. OPERATION AND MAINTENANCE; GATE.

A. **Operation and Maintenance.** The District is not responsible for maintenance and operation of the Deep Well or the Septic Field. Notwithstanding the foregoing, the District agrees, from time to time, in the same manner as the District inspects other properties owned by the District, in the ordinary course, to generally inspect the Well & Septic Field Easement Area for invasive vegetation and clear any such invasive vegetation which poses an imminent risk of damage to the Deep Well or Septic Field. Three (3) business days prior to using the Deep Well Easement or Septic Field Easement to, within the District Property, (i) perform any excavation, (ii) use any heavy machinery, or (iii) perform any repairs or maintenance that will take more than three (3) days to complete, 21569 shall provide written notice to the District of such work, unless such work is made necessary by an emergency, in which case 21569 shall provide notice of such work to the District as soon as practicable by e-mail or telephone. Pursuant to the Deep Well Easement, 21569 may maintain, repair, and operate the existing Deep Well and its related improvements, as reasonably necessary to ensure continued service to the Seckelmann Property, but may not construct or install a new Deep Well on the District Property. Pursuant to the Septic Field Easement, 21569 may maintain, repair and operate the existing Septic Field and its related improvements, as reasonably necessary to ensure continued service to the Seckelmann Property, but may not construct or install a new Septic Field on the District Property. In no event shall 21569 be permitted to remove any foliage or vegetation from the District Property.

B. **Gate.** The District and 21569 acknowledge that the District owns an existing pedestrian gate on the existing fence which is located along the boundary between the Seckelmann Property and the District Property, as generally depicted on **Exhibit A**. The District agrees to permit 21569 to place the lock for 21569's fence on such gate, and to permit the District's lock and 21569's lock to be locked together in order to allow both 21569 and the District to lock and unlock the gate. The District grants to 21569 and its members, agents, employees, contractors, successors, and assigns the right to use the gate to access the Well and Septic Field Easement Area solely for the purpose of performing required maintenance and repairs thereto. The gate must otherwise be locked at all times. Without limitation of the foregoing, in no event shall 21569, its members, agents, employees, contractors, successors or assigns be permitted to use the gate for access to the Des Plaines River Trail or the Des Plaines River, or for any purpose other than for performing the required maintenance and repairs hereunder. In the event that 21569 determines that it is reasonably necessary to widen the existing gate for the purpose of permitting vehicular access for performing the required maintenance and repairs as provided herein, 21569 may replace the existing gate with a new gate at 21569's sole cost and expense, subject to the District's prior written consent, which must be obtained by 21569 prior to the commencement of any work, as hereinafter provided. Such prior written consent shall include the District's the right to approve (1) the design, type and model of the gate, (2) the location of the gate (which shall in any event be in generally the same location as the existing gate and shall not in any way obstruct the Des Plaines River Trail), and (3) the manner of installation of the gate (which installation shall in any event be

performed on the Seckelmann Property), as shown in plans in such reasonable detail as may be required by the District, prior to the commencement of any work. Subject to the foregoing conditions, the District shall not unreasonably withhold its consent. Following the completion of the installation of the new gate, such new gate shall be deemed to be the District's property. In no event shall any vehicles or equipment be driven on the Well and Septic Field Easement Area or any portion of the Des Plaines River Trail.

SECTION 4. TERMINATION OF DEEP WELL EASEMENT. The Deep Well Easement will cease to exist and be terminated if 21569's acts and omissions constitute abandonment of the Deep Well Easement under common law. Without limitation of the foregoing, in the event that the residence located on the Seckelmann Property is demolished or destroyed and the restoration or rebuilding not commenced within two (2) years thereafter (and thereafter diligently completed), or in the event that 21569 relocates the Deep Well to a location on the Seckelmann Property as contemplated under Section 9.2 of the 2002 PSA (which relocation shall be at 21569's sole cost and expense), the Deep Well Easement will cease to exist and be terminated. In the event of any of the foregoing, this Agreement will be terminated with respect to the Deep Well Easement and the Parties shall have no further obligations to each other hereunder with respect to the Deep Well Easement (except for any obligations arising prior to such termination). In such event, either Party may execute and record a release of the Deep Well Easement. In no event shall 21569 obstruct any portion of the District Property, including but not limited to, the Des Plaines River Trail, at any time for any purpose whatsoever.

SECTION 5. TERMINATION OF SEPTIC FIELD EASEMENT. The Septic Field Easement will cease to exist and be terminated if 21569's acts and omissions constitute abandonment of the Septic Field Easement under common law. Without limitation of the foregoing, in the event that the residence located on the Seckelmann Property is demolished or destroyed and the restoration or rebuilding not commenced within two (2) years thereafter, or in the event that 21569 relocates the Septic Field to a location on the Seckelmann Property as contemplated under Section 9.2 of the 2002 PSA (which relocation shall be at 21569's sole cost and expense), the Septic Field Easement will cease to exist and be terminated. In the event of any of the foregoing, this Agreement will be terminated with respect to the Septic Field Easement and the Parties shall have no further obligations to each other hereunder with respect to the Septic Field Easement (except for any obligations arising prior to such termination). In such event, either Party may execute and record a release of the Septic Field Easement.

SECTION 6. REPAIR AND RESTORATION. 21569 shall promptly repair any and all damage to the Well & Septic Field Easement Area and the District Property caused by any act of 21569 or of its members, agents, contractors, licensees, successors or assigns. In the event 21569 shall fail to promptly repair any such damage, the District shall have the right to perform such repairs and 21569 shall reimburse the District for the cost thereof, including interest at a rate of ten percent (10%) thereon, within ten (10) days after 21569's receipt of the District's invoice therefor.

SECTION 7. INDEMNITY. 21569 and all those acting by or under 21569 shall defend, indemnify and hold harmless the District and its officers, employees, agents, licensees, contractors, guests, and invitees from any and all liability, suits, actions, claims, costs, damages and expenses of every kind and description, including court costs and reasonable attorney's fees, and including

liability and expenses in connection with the loss of life, personal injury, or damage to property, or any of them, brought because of any injuries or damages received or sustained by any person, persons or property on account of or arising out of or related to (a) 21569's and/or its members', affiliates', and/or their respective agents', representatives', employees' and/or contractors' acts or omissions with respect to the Well & Septic Field Easement Area, except to the extent caused by the negligence or intentional misconduct of the District or its agents, contractors, subcontractors or employees, (b) 21569's breach of this Agreement and (c) any mechanic's liens or encumbrances asserted against the District Property due to any labor or materials in connection with work of any character performed or claimed to have been performed at the direction or sufferance of 21569. This Section 7 shall survive the termination of this Agreement. Notwithstanding the foregoing, 21569 shall not be responsible for any claims to the extent arising from the negligence or willful misconduct of the District.

SECTION 8. NO INTERFERENCE/QUIET USE. Subject to the terms of this Agreement, the District shall not unreasonably interfere with 21569's use of the Easement Areas or the continued operation of the Deep Well and Septic Field. The District shall not take any actions within its control that would materially impair the functionality of such systems.

SECTION 9. INSURANCE. 21569, and all of its successors in interest, shall maintain commercial general liability insurance covering all of 21569's obligations set forth in Section 7 above of not less than One Million Dollars (\$1,000,000) for injury to any one person; One Million Dollars (\$1,000,000) for injury resulting from any one accident and property damage of not less than One Million Dollars (\$1,000,000) and naming the District as an additional insured.

SECTION 10. WATER LINE RIGHTS. The Parties acknowledge that Alyea's rights with respect to the Water Line (as defined in and as more particularly provided in Section 9.1 of the 2002 PSA) have terminated and expired in accordance with the terms of Section 9.1(d) of the 2002 PSA, and are no longer in force or effect.

SECTION 11. SUCCESSORS AND ASSIGNS. The rights and obligations granted to and assumed by 21569 pursuant to this Agreement will run with the Seckelmann Property and benefit and bind the owners thereof and their successors and assigns, subject to termination as provided in Sections 4 and 5 of this Agreement.

SECTION 12. NOTICES. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed received by the addressees thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below, by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to the District shall be addressed to, and delivered at, the following address:

Lake County Forest Preserve District
1899 West Winchester Road
Libertyville, IL 60048
Attention: Executive Director
Attention: Ken Jones
kjones@lcfpd.com

Notices and communications to 21569 shall be addressed to, and delivered at, the following address:

James Seckelmann
21457 N. Milwaukee Ave.
Deerfield, IL 60015
jim@mulchcenter.com

By notice complying with the requirements of this Section, each party may change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received. This provision will not invalidate any notice that is actually received.

SECTION 13. RECORDING. 21569 shall record this Agreement against the Seckelmann Property and the District Property at its sole cost and expense with the Recorder of Deeds of Lake County, Illinois promptly following the execution and delivery hereof by the Parties hereto.

[SIGNATURE PAGE TO FOLLOW]

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

ATTEST:

21569 MILWAUKEE AVE LLC

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

**LAKE COUNTY FOREST PRESERVE
DISTRICT**

By: _____

By: _____

Its: _____

Its: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

 This instrument was acknowledged before me on _____, 2026, by
_____, the _____ of 21569 Milwaukee Ave LLC, an
Illinois limited liability company.

Signature of Notary

SEAL

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

 This instrument was acknowledged before me on _____, 2026, by
_____, the _____ of the Lake County Forest Preserve
District, a body politic and corporate organized and existing under the Illinois Downstate Forest
Preserve District Act, 70 ILCS 805/0.001 et seq., and by _____, the
_____ of said DISTRICT.

Signature of Notary

SEAL

Exhibit A

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

0 30 60 120 Feet

Legend

 Ryerson Conservation Area

 District Property

 Seckelmann Property

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

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

Map Prepared 14 January 2026

2025 Aerial Photo

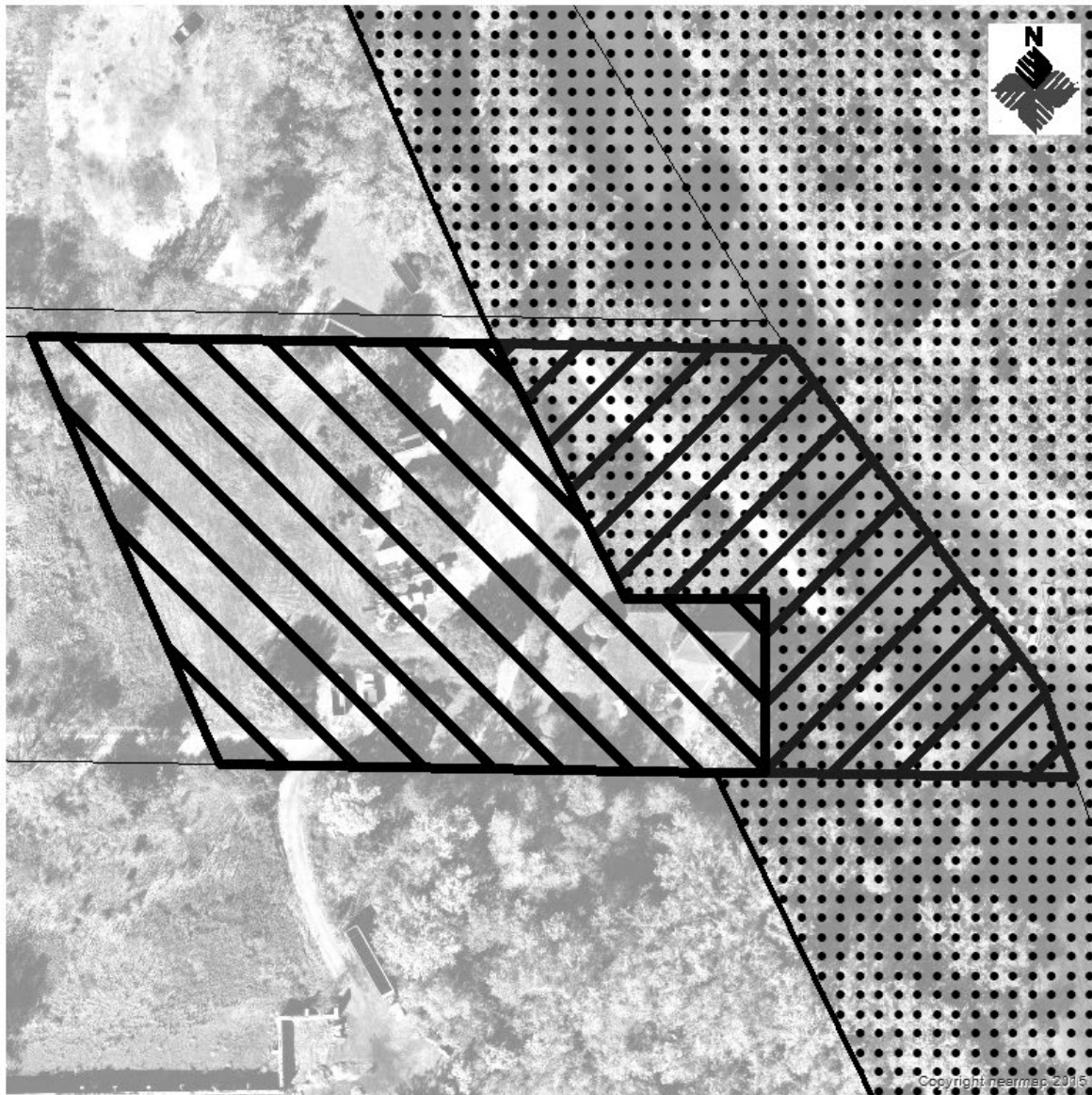


Exhibit B

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

0 25 50 100 Feet

Legend

-  Ryerson Conservation Area
-  District Property

-  Well & Septic Field Easement Area

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

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

2025 Aerial Photo

Map Prepared 14 January 2026

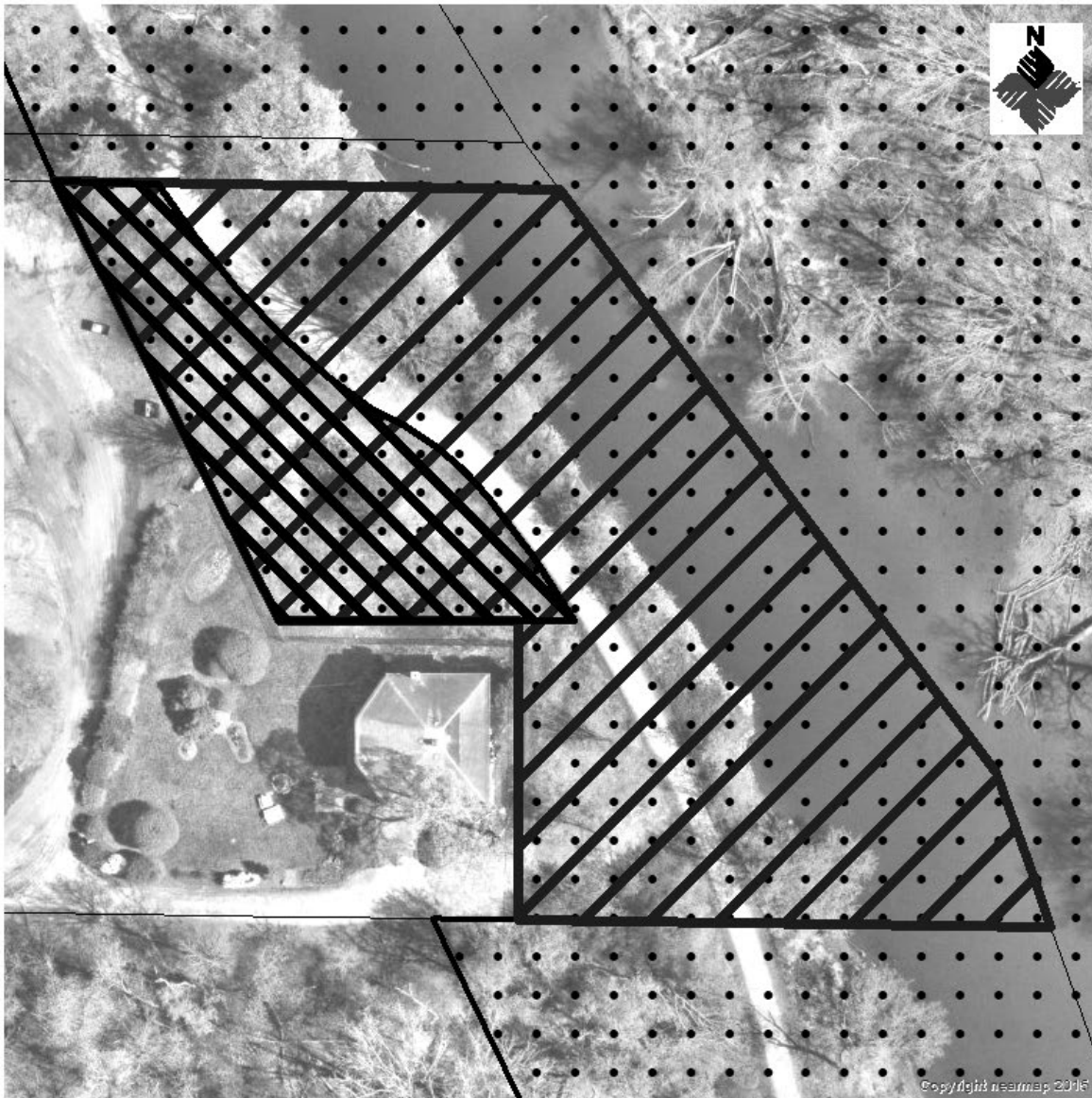


EXHIBIT C

WELL & SEPTIC FIELD EASEMENT AREA

OF A WELL AND SEPTIC FIELD EASEMENT OVER, UPON, UNDER AND ACROSS THAT PART OF THE EAST 1/2 (AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF) OF THE SOUTH 256.20 FEET OF THE THAT PART OF LOT 2 IN TRIPP'S SUBDIVISION OF PART OF SECTIONS 26 AND 27, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "C" OF PLATS, PAGE 80 AS DOCUMENT 58422, LYING BETWEEN THE CENTER OF MILWAUKEE ROAD AND THE CENTER OF DES PLAINES RIVER, DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89 DEGREES 58 MINUTES 15 SECONDS EAST ALONG THE SOUTH LINE THEREOF, 326.55 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 102.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 55 MINUTES 41 SECONDS WEST, 84.00 FEET; THENCE NORTH 27 DEGREES 32 MINUTES 58 SECONDS WEST, 173.68 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 256.20 FEET OF SAID EAST 1/2 OF LOT 2 LYING 292.00 FEET EAST OF (AS MEASURED ON SAID NORTH LINE) THE NORTHWEST CORNER OF THE WEST LINE OF SAID EAST 1/2 OF LOT 2; THENCE SOUTH 88 DEGREES 55 MINUTES 25 SECONDS EAST ALONG SAID NORTH LINE, 37.68 FEET; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 273.26 FEET, AN ARC DISTANCE OF 103.78 FEET (CHORD BEARS SOUTH 44 DEGREES 51 MINUTES 36 SECONDS EAST, 103.16 FEET) TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVED LINE HAVING A RADIUS OF 224.94 FEET AND BEING CONCAVE SOUTHWESTERLY, AN ARC DISTANCE OF 114.13 FEET (CHORD BEARS SOUTH 42 DEGREES 13 MINUTES 55 SECONDS EAST, 112.96 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 41 SECONDS WEST, 24.94 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

THIS DOCUMENT
PREPARED BY:

Justine Hausner, Esq.
Hausner Law Group
77 West Wacker Dr.
Suite 4500
Chicago, Illinois 60601

AFTER
RECORDING RETURN TO:

Ken Jones
Director of Land Preservation
Lake County Forest Preserves
1899 West Winchester Road
Libertyville, Illinois 60048

GRANTOR

21569 Milwaukee Ave LLC, an Illinois limited liability company,
as ultimate successor-in-interest to Raymond L. Alyea, Jr., individually and as Successor trustee
Of the Mary K. Alyea Revocable Trust dated December 28, 1994

GRANTEE

Lake County Forest Preserve District, a body politic and corporate organized and existing under
the Downstate Forest Preserve District Act, 70 ILCS 805/.001 *et seq.*

**RELEASE OF RIGHT OF FIRST REFUSAL
AND MEMORANDUM OF AGREEMENT**

Whereas, Grantor, as Seller, and Grantee, as Purchaser, entered into a “Real Estate Sale and Purchase Agreement” dated September 23, 2002, and revised at the closing of the transaction described therein on January 8, 2003 (the “Agreement”); and

Whereas, the Agreement, in part, set forth (including in Section 8 of the Agreement) Grantee’s ongoing right of first refusal with respect to any contemplated sale, transfer, or conveyance to a third party of certain real property retained by Grantor and defined in the Agreement as the “Retained Property”, which Retained Property is legally described on Exhibit A to this Release (the “Right of First Refusal”); and

Whereas, a “Memorandum of Agreement” was executed by Grantor and Grantee and recorded by them in the office of the Lake County Recorder on May 2, 2003 as document 5212403 acknowledging Grantee’s ongoing Right of First Refusal (the “Memorandum”); and

Whereas, on September 9, 2026, the Grantee's Board of Commissioners approved a resolution waiving, releasing, terminating, and extinguishing the Right of First Refusal granted to Grantee as set forth in the Agreement and Memorandum, and authorizing the Grantee's Executive Director and his designees to record this Release acknowledging the same; and

Whereas the Grantor and Grantee hereby waive, release, terminate and extinguish the Right of First Refusal and the Memorandum as of the effective date September 9, 2026.

This Release is signed by the Grantor and Grantee as of the Effective Date, regardless of the date of actual execution.

ATTEST:

21569 MILWAUKEE AVE LLC

By: _____

By: _____

Its: _____

Its: _____

Date: _____

ATTEST:

**LAKE COUNTY FOREST PRESERVE
DISTRICT**

By: _____

By: _____

Its: _____

Its: _____

Date: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

 This instrument was acknowledged before me on _____, 2026, by
_____, the _____ of 21569 Milwaukee Ave LLC, an
Illinois limited liability company.

Signature of Notary

SEAL

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

 This instrument was acknowledged before me on _____, 2026, by
_____, the _____ of the Lake County Forest Preserve
District, a body politic and corporate organized and existing under the Illinois Downstate Forest
Preserve District Act, 70 ILCS 805/0.001 et seq., and by _____, the
_____ of said DISTRICT.

Signature of Notary

SEAL

Exhibit A

Legal Description of Retained Property

PARCEL 1: THE EAST 1/2 (AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF) OF THE SOUTH 256.20 FEET OF THAT PART OF LOT 2 IN TRIPP'S SUBDIVISION OF PART OF SECTIONS 26 AND 27, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "C" OF PLATS, PAGE 80 AS DOCUMENT 58422, LYING BETWEEN THE CENTER OF MILWAUKEE ROAD AND THE CENTER OF DES PLAINES RIVER, IN LAKE COUNTY, ILLINOIS, BUT EXCEPTING THEREFROM THE FOLLOWING:

THAT PART OF THE EAST 1/2 (AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF) OF THE SOUTH 256.20 FEET OF THAT PART OF LOT 2 IN TRIPP'S SUBDIVISION OF PART OF SECTIONS 26 AND 27, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "C" OF PLATS, PAGE 80 AS DOCUMENT 58422, LYING BETWEEN THE CENTER OF MILWAUKEE ROAD AND THE CENTER OF DES PLAINES RIVER, IN LAKE COUNTY, ILLINOIS, DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89 DEGREES 58 MINUTES 15 SECONDS EAST ALONG THE SOUTH LINE THEREOF, 406.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 102.00 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 41 SECONDS WEST, 84.00 FEET; THENCE NORTH 27 DEGREES 32 MINUTES 58 SECONDS WEST, 173.68 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 256.20 FEET OF SAID EAST 1/2 OF LOT 2 LYING 292.00 FEET EAST OF (AS MEASURED ON SAID NORTH LINE) THE NORTHWEST CORNER OF THE WEST LINE OF SAID EAST 1/2 OF LOT 2; THENCE SOUTH 89 DEGREES 58 MINUTES 15 SECONDS EAST ALONG SAID NORTH LINE, 176.71 FEET, MORE OR LESS, TO THE SAID CENTER OF THE DES PLAINES RIVER; THENCE SOUTHERLY ALONG SAID CENTER OF THE DES PLAINES RIVER TO THE SOUTH LINE OF SAID LOT 2; THENCE NORTH 89 DEGREES 58 MINUTES 15 SECONDS WEST LONG SAID SOUTH LINE, 186.34 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 2: AN EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 ACROSS AND UPON THE SOUTH 15.5 FEET OF THE WEST 1/2 (AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF) OF THE SOUTH 256.20 FEET OF THAT PART OF LOT 2 IN TRIPP'S SUBDIVISION OF PART OF SECTIONS 26 AND 27, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "C" OF PLATS, PAGE 80 AS DOCUMENT 58422, LYING BETWEEN THE CENTER OF MILWAUKEE ROAD AND THE CENTER OF DES PLAINES RIVER, AS CREATED BY INSTRUMENT RECORDED FEBRUARY 19, 1927 AS DOCUMENT 294471, IN LAKE COUNTY, ILLINOIS.

PARCEL 3: AN EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 GRANTED BY AN INSTRUMENT RECORDED FEBRUARY 19, 1927 AS DOCUMENT 294471 ACROSS AND UPON THE NORTH 16.5 FEET OF THAT PART OF LOT 4 IN TRIPP'S

SUBDIVISION OF PART OF SECTIONS 26 AND 27, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 21, 1894 AS DOCUMENT 58422, IN BOOK "C" OF PLATS, PAGE 80, LYING BETWEEN THE CENTER OF MILWAUKEE ROAD AND THE CENTER OF DES PLAINES RIVER, IN LAKE COUNTY, ILLINOIS.

P.I.N.: 15-26-100-031-0010

Property Address: 21569 North Highway 21
Prairie View, Illinois (Portion)

THIS DOCUMENT
PREPARED BY:

Justine Hausner, Esq.
Hausner Law Group
77 West Wacker Dr.
Suite 4500
Chicago, Illinois 60601

AFTER
RECORDING RETURN TO:

Ken Jones
Director of Land Preservation
Lake County Forest Preserves
1899 West Winchester Road
Libertyville, Illinois 60048

GRANTOR

21569 Milwaukee Ave LLC, an Illinois limited liability company,
as ultimate successor-in-interest to Raymond L. Alyea, Jr., individually and as Successor trustee
Of the Mary K. Alyea Revocable Trust dated December 28, 1994

GRANTEE

Lake County Forest Preserve District, a body politic and corporate organized and existing under
the Downstate Forest Preserve District Act, 70 ILCS 805/.001 *et seq.*

RELEASE OF TEMPORARY ACCESS EASEMENT

WHEREAS, Grantor's predecessor-in-interest and Grantee entered into a "Temporary Access Easement Agreement" dated as of January 8, 2003, which is recorded in the office of the Lake County Recorder on June 13, 2003 in Lake County, IL as Document 5270922 (the "Easement Agreement"); and

WHEREAS, pursuant to Section 2 of the Easement Agreement, Grantor granted to Grantee a temporary easement allowing Grantee ingress and egress over certain land owned by Grantor and defined in the Easement Agreement as the "Easement Area" (which is legally described on Exhibit A attached to this Release), to be used solely in connection with Grantee's pre-construction, construction, and maintenance of a public trail corridor on Grantee's other property (the "Easement"); and

WHEREAS, in the event that the Easement has not already terminated under the terms of the Easement Agreement, the Grantor and Grantee desire that the Easement be released and terminated;
and

WHEREAS, the parties hereby release, terminate and extinguish the Easement as of the effective date of September 9, 2026.

This Release is signed by the Grantor and Grantee as of the Effective Date, regardless of the date of actual execution.

ATTEST:

21569 MILWAUKEE AVE LLC

By: _____

By: _____

Its: _____

Its: _____

Date: _____

ATTEST:

**LAKE COUNTY FOREST PRESERVE
DISTRICT**

By: _____

By: _____

Its: _____

Its: _____

Date: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

 This instrument was acknowledged before me on _____, 2026, by
_____, the _____ of 21569 Milwaukee Ave LLC, an
Illinois limited liability company.

Signature of Notary

SEAL

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

 This instrument was acknowledged before me on _____, 2026, by
_____, the _____ of the Lake County Forest Preserve
District, a body politic and corporate organized and existing under the Illinois Downstate Forest
Preserve District Act, 70 ILCS 805/0.001 et seq., and by _____, the
_____ of said DISTRICT.

Signature of Notary

SEAL

Exhibit A

Legal Description of Easement Area

PARCEL 2: AN EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 ACROSS AND UPON THE SOUTH 16.5 FEET OF THE WEST V2 (AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF) OF THE SOUTH 256.20 FEET OF THAT PART OF LOT 2 IN TRIPP'S SUBDIVISION OF PART OF SECTIONS 26 AND 27, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "C" OF PLATS, PAGE 80 AS DOCUMENT 58422, LYING BETWEEN THE CENTER OF MILWAUKEE ROAD AND THE CENTER OF DES PLAINES RIVER, AS CREATED BY INSTRUMENT RECORDED FEBRUARY 19, 1927 AS DOCUMENT 294471, IN LAKE COUNTY, ILLINOIS.

PARCEL 3: AN EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 GRANTED BY INSTRUMENT RECORDED FEBRUARY 19, 1927 AS DOCUMENT 294471 ACROSS AND UPON THE NORTH 16.5 FEET OF THAT PART OF LOT 4 IN TRIPP'S SUBDIVISION OF PART OF SECTIONS 26 AND 27, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 21, 1894 AS DOCUMENT 58422, IN BOOK "C" OF PLATS, PAGE 80, LYING BETWEEN THE CENTER OF MILWAUKEE ROAD AND THE CENTER OF DES PLAINES RIVER, IN LAKE COUNTY, ILLINOIS.