## LAKE COUNTY FOREST PRESERVES www.LCFPD.org



Preservation, Restoration, Education and Recreation

**DATE:** October 1, 2018

**TO:** Craig Taylor, Chair

**Operations Committee** 

S. Michael Rummel, Chair

Finance Committee

**FROM:** Nan Buckardt

Director of Education

**RECOMMENDATION:** Recommend Approval of an Ordinance Approving a License Agreement with the Adlai Stevenson Center on Democracy (the Center) for Use of the Adlai E. Stevenson II Historic Home.

**STRATEGIC DIRECTIONS SUPPORTED:** Organizational Sustainability; Public Access and Connections

**FINANCIAL DATA:** The approved FY 2018-2019 Budget includes \$18,000 in revenue for the Education Department from license fees from the Adlai Stevenson Center on Democracy. The total cost to operate the Adlai E. Stevenson Historic Home (after the license fee revenue) is budgeted at \$2,860 in Fiscal Year 2018-2019. Without the revenue it would cost the District an additional \$18,000 to operate the facility in FY 2018-2019 (18 months).

**BACKGROUND:** The Adlai Stevenson Center on Democracy and the District staff have negotiated a new license agreement for the Center's use of the Adlai E. Stevenson II Historic Home. The new license agreement is for a two-year term with the option for up to five one-year renewals. All other substantive terms of the new agreement are the same as the substantive terms of the expired license agreement.

**REVIEW BY OTHERS:** Executive Director, Chief Operations Officer, Finance Director, Superintendent of Educational Facilities, Corporate Counsel.

STATE OF ILLINOIS	)	
	) SS	
COUNTY OF LAKE	)	

# BOARD OF COMMISSIONERS LAKE COUNTY FOREST PRESERVE DISTRICT REGULAR OCTOBER MEETING OCTOBER 9, 2018

MADAM PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **OPERATIONS COMMITTEE** and **FINANCE COMMITTEE** present herewith "an Ordinance Approving a License Agreement with the Adlai Stevenson Center on Democracy for Use of the Adlai E. Stevenson II Historic Home" and request its approval.

<b>OPERATION</b>	S COMMITTEE:	
Date:	Roll Call Vote: Ayes: Nays:	
	☐ Voice Vote Majority Ayes; Nays:_	
FINANCE CO	OMMITTEE:	
Date:	Roll Call Vote: Ayes: Nays:	
	Voice Vote Majority Ayes; Nays:	

#### LAKE COUNTY FOREST PRESERVE DISTRICT LAKE COUNTY, ILLINOIS

# AN ORDINANCE APPROVING A LICENSE AGREEMENT WITH THE ADLAI STEVENSON CENTER ON DEMOCRACY FOR USE OF THE ADLAI E. STEVENSON II HISTORIC HOME

WHEREAS, the Lake County Forest Preserve District (the "District") desires to enter into a license agreement with the Adlai Stevenson Center on Democracy (the "Licensee") for periodic building use and management of the Adlai E. Stevenson II Historic Home, including the west lawn and forecourt (the "Home") on St. Mary's Road, in Mettawa, Illinois, which is owned by the District; and

**WHEREAS**, pursuant to Section 7b of the Downstate Forest Preserve District Act, 70 ILCS 805/7b, the District is authorized to issue licenses for any activity reasonably connected with the purpose for which the District was created; and

**WHEREAS**, the Licensee is an Illinois not-for-profit corporation organized and existing under the General Not For Profit Corporation Act of 1986, 805 ILCS 105/101.01 et seq.; and

**WHEREAS**, the Licensee's mission is to address challenges to democratic systems of government and develop practical responses, through non-partisan and non-political programs and activities conducted at the Home, while also maintaining, preserving and raising the awareness of the historical significance of the Home; and

**WHEREAS**, the Licensee's use of the Home in furtherance of its mission is reasonably connected to the purpose for which the District was created; and

**WHEREAS**, it is in the District's best interests to enter into a license agreement with the Licensee for use of the Home in substantially the form attached hereto (the "License Agreement");

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

<u>Section 1</u>. <u>Recitals</u>. The recitals set forth above are incorporated as a part of this Ordinance by this reference.

<u>Section 2</u>: <u>Approval of License Agreement</u>. The License Agreement is hereby approved, in substantially the form attached hereto.

<u>Section 3</u>: <u>Execution of License Agreement</u>. The Executive Director of the District is hereby authorized and directed to execute the License Agreement.

<u>Section 4</u> . <u>Effective Date</u> . This Resolution she passage and approval in the manner provided be	
PASSED this day of	, 2018
AYES:	
NAYS:	
APPROVED this day of	, 2018
	Ann B. Maine, President Lake County Forest Preserve District
ATTEST:	
Julie Gragnani, Secretary Lake County Forest Preserve District	
Exhibit No	

#### LAKE COUNTY FOREST PRESERVE DISTRICT

#### BUILDING USE AND MANAGEMENT LICENSE AGREEMENT

This Agreement (the "Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_ 2018 (the "Effective Date") by and between the LAKE COUNTY FOREST PRESERVE DISTRICT, an Illinois unit of local government and a political subdivision, organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/0.01 *et seq.*, with its principal office located at 1899 West Winchester Road, Libertyville, Illinois 60048-1199 (the "District"), and ADLAI STEVENSON CENTER ON DEMOCRACY, an Illinois not-for-profit corporation organized and existing under the General Not For Profit Corporation Act of 1986, 805 ILCS 105/101.01 *et seq.* (the "Licensee").

#### WITNESSETH:

WHEREAS, the District holds fee simple title to an approximately 750-acre parcel of land commonly known as Captain Daniel Wright Woods Forest Preserve, a portion of which is depicted on Exhibit A attached to and made a part of this Agreement by this reference (the "Subject Property"); and

WHEREAS, the Subject Property includes an existing building owned by the District, commonly known as the Adlai E. Stevenson Historic Home, and also includes a west lawn and forecourt serving such building, all located at 25200 St. Mary's Road, Mettawa, Illinois, which home, west lawn, and forecourt have been designated a National Historic Landmark and are generally depicted on Exhibit A attached to and made a part of this Agreement by this reference (collectively, the "Home"); and

WHEREAS, the Licensee's mission is to address challenges to democratic systems of government and develop practical responses through non-partisan and non-political programs

and activities conducted at the Home, while also maintaining, preserving and raising the awareness of the historical significance of the Home ("Licensee's Mission"); and

WHEREAS, the Licensee desires to accomplish Licensee's Mission in partnership with the District; and

WHEREAS, the Licensee is a not-for-profit organization, recognized under 501(c)(3) of the Internal Revenue Code, which raises funds solely for charitable purposes of benefit to the public, as distinct from commercial purposes; and

WHEREAS, on March 12, 2013 the District and Licensee entered into that certain Building Use and Management License Agreement (the "2013 Agreement") granting Licensee a license to use the Home for purposes that further and are consistent with Licensee's Mission and for the operation of the Licensee's offices; and

WHEREAS, the term of the 2013 Agreement expired on February 28, 2018; and

WHEREAS, under the provisions of the 2013 Agreement, including Section 14 thereof, since the expiration of the term of the 2013 Agreement, Licensee has occupied the Home pursuant to a month-to-month license; and

WHEREAS, the Licensee and District desire to terminate the month-to-month license and enter into this new Agreement; and

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

**SECTION 1. RECITALS.** The recitals set forth above are by this reference incorporated into, and made a part of, this Agreement.

SECTION 2. TERMINATION OF MONTH TO MONTH LICENSE. The current month-to-month license under the 2013 Agreement shall terminate at the end of the day on October 31, 2018. The District waives its right to seek payment of that portion of monthly license fees that

accrued during the holdover period of March 1, 2018 through October 31, 2018, that are in excess of the monthly license fee specified under Section 2 of the 2013 Agreement.

SECTION 3. LICENSE GRANTED; TERM; MONTHLY LICENSE FEE. The District hereby grants to the Licensee and the Licensee hereby accepts from the District a non-exclusive license for the use of the Home for a term, beginning November 1, 2018 and ending at the end of the day on February 29, 2020 (and for additional terms, which may be granted pursuant to Section 13) for a monthly license fee, as provided herein, unless such license is sooner terminated by the Licensee pursuant to Section 30 or is otherwise sooner terminated as provided herein. The "Monthly License Fee" for the license granted herein shall be paid beginning on November 1, 2018 and shall (i) equal \$1,000 from November 1, 2018 through February 29, 2020; The Monthly License Fee is based upon a market monthly rental value of the Home of \$2,600 but has been reduced in consideration of (i) the District's reserved rights to use the Home in accordance with Section 6.G of this Agreement; and (ii) the benefit received by the District from the Licensee's long term occupancy of the Home and the Licensee's furtherance of the District's goals through the Licensee's Mission.

SECTION 4. SECURITY DEPOSIT. The Licensee has deposited with the District the amount of \$1,000, as security for the performance of all terms and covenants of the Licensee under this Agreement (the "Security Deposit"). The District may at any time apply all or any portion of the Security Deposit in payment of any moneys due from the Licensee to the District. Upon termination of this Agreement and full performance of all of the Licensee's obligations hereunder, that portion of the Security Deposit that remains unapplied shall be returned to the Licensee. The District shall pay interest on the Security Deposit to Licensee only to the extent required by law. At no time shall the Licensee have the right to apply the Security Deposit to any outstanding amounts it may owe to the District.

#### **SECTION 5. UTILITIES.**

The District shall be responsible for payment of charges for (i) gas, electric, water, and septic utilities that serve the Home and (ii) subject to Licensee's obligations under Section 8, garbage collection for the Home. The Licensee shall be responsible for all other utilities that serve the Home, which may include without limitation, telephone, facsimile, and cable television services.

#### SECTION 6. USE OF THE HOME.

- A. Licensee's General Rights. The Licensee may use the Home only for purposes that further and are consistent with Licensee's Mission and for the operation of the Licensee's offices.
- **B.** Hours of Operation. The Licensee may use the Home during hours of operation that have been approved in advance and in writing by the District's Executive Director, which approval shall not be unreasonably withheld or delayed.
- C. Licensee's Programs; Annual Report to District. In the development and implementation of its programs and projects and to advance Licensee's Mission and the mission of the District, the Licensee shall consider the environmental impact of such programs and projects and use reasonable efforts to mitigate any such impact. In addition, the Licensee shall endeavor to present programs that address environmental issues, insofar as they relate to Licensee's Mission. Upon the District's request, fees for programs and projects made available by the Licensee to the public shall be available to review and comment by the District's Executive Director. Additionally, annually during the term of this Agreement and at a time and place reasonably acceptable to the Licensee and the members of the Board of Commissioners of the District, an officer of the Licensee shall make a presentation to the Board of Commissioners of the District describing the operations of the Licensee at the Home during the preceding

calendar year and any other matters with respect to the Home which such officer of the Licensee may deem material to the District.

#### D. The Licensee's Employees and Volunteers; District Committee Member.

- (a) The Licensee shall maintain a staff and volunteers that are adequate to operate and administer Licensee's Mission in a professional, efficient, courteous, and orderly manner. The Licensee shall require its staff and volunteers to conform to all applicable current and future rules, regulations, and requirements of the District. The District reserves the right to conduct a background check on any member of the Licensee's staff or its volunteers.
- (b) The Advisory Committee of the Licensee (the "Committee") shall at all times (but subject to the remainder of this subsection (b)) include each of (1) a Commissioner of the District and (2) the Executive Director of the District or the designee of such Executive Director as a member (each a "District Committee Member" and collectively the "District Committee Members"). On the Effective Date the District shall notify the Licensee in writing of the name and title of the initial District Committee Members. Each initial District Committee Member and each subsequent District Committee Member shall continue to be a member of the Committee until his or her resignation or until the District shall have delivered a notice to the Licensee stating that such person has been removed as the District's representative on the Committee and identifying the replacement for such person as a District Committee Member.
- E. Signage and Advertising. The Licensee shall be permitted, at Licensee's option, to design, install, and maintain a sign on or within the Home that identifies the Home as being operated by the Licensee in cooperation with the District. The location and design of such sign shall be mutually agreed upon by the parties. The Licensee shall not maintain any other signs outdoors at the Home without the consent of the District's Executive Director. Any and all advertising, promotional material, and notices related to the operation of the Home by the

Licensee shall include notations and other identifying information which adequately and conspicuously identify the District, all as approved by the District's Executive Director. The District is responsible for the installation and maintenance of all directional and regulatory signs.

- F. Prohibited Uses; Compliance with Laws. The Licensee shall not permit the Home to be used for any unlawful purpose or in any manner that will unreasonably disturb visitors to the Home or the Subject Property or other members of the public. In connection with the use of the Home, the Licensee shall comply with and observe all laws, statutes and ordinances affecting the Home or the occupancy or use thereof.
- G. The District's Reserved Rights. The District retains the right to use, and to allow its invitees and contractors to use, at no charge, conference or meeting rooms or other spaces within the Home that are designated for public access ("Public Spaces"), provided that such Public Spaces have not been previously reserved by the Licensee and that the District provides reasonable advance notice to the Licensee. The Licensee shall maintain a record of the dates upon which the Public Spaces have been reserved for its use and the District's use and shall make such record available to the District for its review upon the District's request. The District shall provide any staffing necessary for its use of the Home and any additional cleaning services that are necessary resulting from its use. The District shall also have the right to place its brochures within an area of a Public Space of the Home that is mutually agreed upon by the parties. The District retains the right to schedule tours of the Home provided that the District provides reasonable advance notice to the Licensee and such use by the District does not interfere with the activities of the Licensee.

#### SECTION 7. INTENTIONALLY DELETED.

**SECTION 8. MAINTENANCE OF THE HOME** The District shall (a) provide housekeeping services for the Home including but not limited to cleaning floors and carpets, washing windows

and cleaning restrooms; (b) maintain the water, septic, electrical, gas, heating, ventilating and air conditioning, security monitoring, and fire detection systems in the Home (the "Systems"); (c) maintain the exterior Home envelope, including the roof and exterior walls, windows, doors and porches and steps; and (d) maintain the west lawn and forecourt of the Home and the grounds surrounding the Home, including snow removal. In connection with each specific event or program conducted by Licensee at the Home, Licensee shall remove all trash and rubbish, provide any necessary cleaning and maintenance services, and make any necessary repairs, in each case caused by, arising from, or relating to such event or program. The Licensee shall not make, permit or allow any additions to or alterations of the Home without prior written approval of the District and will deliver the Home to the District at the expiration of the term of this Agreement or the earlier termination of the license granted herein in as good condition as when received, ordinary wear and tear excepted. If the Licensee fails within a reasonable time to perform any such tasks or make any necessary repairs, or performs or makes them improperly, the District may (but shall in no event be obligated to) perform such tasks or make such repairs, and the Licensee shall reimburse the District in full for the costs of such repairs, upon demand. Each party shall perform and pay for any repairs to or replacement of any property damaged or destroyed by it or its employees, agents or contractors.

**SECTION 9. CONDITION OF THE HOME.** The Licensee has inspected the Home prior to signing this Agreement and accepts the Home in "as is" condition. The District hereby expressly makes no warranty as to the habitability of the Home, or any other express or implied warranties as to any other conditions, which may or may not exist at the Home.

SECTION 10. HAZARDOUS MATERIALS. The Licensee (a) shall comply with all federal, state and local laws, ordinances, rules and regulations that prohibit, restrict, or regulate any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance,

pollutant, or contaminant ("Hazardous Materials") in the use of the Home; and (b) shall not, and shall not permit any person to, handle, bury, store, retain, refine, produce, spill, allow to seep, leak, escape or leach, pump, pour, emit, empty, discharge, inject, dump, transfer or otherwise dispose of or deal with Hazardous Materials in, on, under, or about the Home. The Licensee will not be held responsible for remedying any conditions that predate this agreement.

SECTION 11. LIMITATION OF LIABILITY. The District shall not be liable or responsible for any damage occasioned by Licensee's acts or omissions. The District shall be liable and responsible for any damage done or occasioned by or from the Systems or for damage occasioned by water, snow or ice being upon or coming through the roof, skylight, trap door or otherwise, or for any damage arising from acts or neglect of owners or occupants of adjacent or contiguous property.

SECTION 12. INSURANCE. The Licensee shall obtain and maintain, at its sole expense, appropriate and adequate insurance for the term of this Agreement, including (a) property insurance coverage of the Licensee's property in amounts determined by the Licensee to be adequate; and (b) liability insurance coverage for personal injury and death in the Home, in the amounts not less than \$1,000,000. The District shall be named as an additional insured on such liability insurance policies. As evidence of coverage, the Licensee shall provide a copy of all insurance policies to the District upon request of the District.

SECTION 13. RENEWAL. The Licensee shall have the right to renew this Agreement upon the terms and conditions contained herein for five (5) additional terms of one (1) year each, upon providing the District with written notice of such intent not less than 90 days before the end of the then current term of this Agreement. The District's Board of Commissioners shall approve such additional term if the Licensee (i) substantially complied with its obligations under this Agreement during the then current term of this Agreement; (ii) commits in its notice of intent to

continue to (a) serve the public by hosting education programs, special events and activities; and (b) provide the District with reasonable access to the Home for the District programs, events and general public access as provided in this Agreement; and (iii) is not otherwise in Default of this Agreement under Section 15A below.

SECTION 14. HOLDING OVER. If the Licensee retains possession of the Home or any part thereof after the termination of the term set forth in Section 3 of this Agreement (as may be extended pursuant to Section 13 of this Agreement) by lapse of time or otherwise, then the District may, at the District's option exercised within 30 days after the termination of the term, serve written notice upon the Licensee that such holding over constitutes either (a) renewal of this Agreement for an additional two (2) years at the monthly license fee specified under Section 3 for such period, or (b) renewal of this Agreement for one (1) year, and from year to year thereafter, at the monthly license fee specified under Section 3 for such period, or (c) creation of a month to month license upon the terms of this Agreement except at 150% of the monthly license fee specified under Section 3. If no such written notice is served, then a month to month license with license fees as stated in Subsection (c) shall have been created. The Licensee shall also pay to the District all damages sustained by the District resulting from retention of possession by the Licensee.

#### **SECTION 15. TERMINATION.**

A. The District's Right to Terminate for Default. If, at any time during the term of this Agreement, (i) the Licensee fails to comply with, or fails to fulfill any of the material terms or conditions of this Agreement, including without limitation failure at any time to pay the Monthly License Fee or any other amount due to the District under this Agreement (a "Default"); and (ii) the Licensee fails to remedy such Default within 30 days after it received written notice thereof from the District, then the District shall have the right, at its option, to terminate this Agreement,

including the license granted herein, and re-enter the Home without further notice. Upon termination of this agreement for any reason including expiration, the Licensee retains the right to remove any fixtures or furnishings that were installed (with the District's consent) at its expense, provided, however, that the Licensee may remove such fixtures only if removal will not damage the Home or Subject Property.

**B.** Reversion of Rights. Immediately upon termination of this Agreement, for whatever reason, all rights granted to the Licensee hereunder shall revert to the District, and the District shall have the right to re-license the Home.

SECTION 16. INDEMNIFICATION. Except to the extent attributable to the negligence or intentional acts or omissions of the District or its commissioners, officers, agents, or employees, the Licensee shall hold harmless, indemnify and defend the District, its commissioners, officers, agents, attorneys and employees against any and all losses, expenses, claims, costs, causes and damages, including without limitation litigation costs and attorneys' fees related to Section 10 of this Agreement, on account of (a) any failure on the part of the Licensee to perform or comply with any terms or conditions of this Agreement, or (b) any personal injuries or death or damages to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the license granted herein or the use of the Home by the Licensee (collectively, "Claims"), including without limitation Claims related to Section 10 of the Agreement. The provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance provided by the Licensee pursuant to this Agreement.

Except to the extent (i) attributable to the negligence or intentional acts or omissions of the Licensee's members, employees, officers, directors, or agents; or (ii) that any obligation below would waive or diminish any defense or immunity provided to the District pursuant to the Local Governmental and Governmental Employees Tort Immunity Act, 745

ILCS 10/1-101, et seq., or its successor Act, the District shall hold harmless, indemnify and defend the Licensee, its members, employees, officers, directors, and agents against any and all losses, expenses, claims, costs, causes and damages, including, without limitation, litigation costs and attorneys' fees relating to: (a) any failure on the part of the District to perform or comply with any term or conditions of this Agreement, or (b) any personal injuries or death or damages to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the ownership, maintenance and operation by the District of the Subject Property. The provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance of the District.

SECTION 17. PROPERTY TAXES. The District and the Licensee shall take all action to obtain, establish and maintain exemptions from property taxes for the Home. The District, with the Licensee's assistance and participation, will annually submit necessary reports to appropriate tax assessors and any other appropriate governmental agency or official as required to establish that the Premises are entitled to such exemptions. If any assessor or other governmental agency with jurisdiction determines that the Home is not entitled to such exemptions, or that the license granted herein is a taxable leasehold, and, as a result, property taxes are assessed against the Home or the License, the Licensee (i) shall pay all such property taxes, or (ii) within 30 days after receipt by the Licensee of the first property tax bill or bills for the Home, may terminate this Agreement by providing the District with written notice that this Agreement will terminate on a date certain, identified by the Licensee in such notice (the "Termination Date") (which Termination Date shall be no later than 90 days after receipt by the Licensee of such first property tax bill or bills), in which case the Licensee and the District shall each pay 50% of the total outstanding property taxes for the Home (including a prorated estimate of property taxes through the Termination Date, based upon the latest property tax bill).

**SECTION 18. ENTRY.** The Licensee agrees that the District, by its commissioners, officers, agents, attorneys and employees, may at any reasonable time, enter the Home to inspect the same to ensure compliance with this Agreement, to make repairs thereto, or to show the same to prospective licensees, inspectors, or others. Wherever practical, the District shall notify the Licensee in advance of any proposed entry.

SECTION 19. KEYS AND LOCKS. The Licensee shall not change, alter or replace any locks on the Home without prior written approval from the District's Executive Director. Any locks installed, and any keys, means or devices to operate the locks, shall become the property of the District. The Licensee shall deliver a duplicate copy of all keys or other means or devices to operate the locks to the District.

SECTION 20. SECURITY AND FIRE DETECTION. The District shall provide, at no cost to Licensee, Ranger Police or other security services for the Subject Property that are similar in scope to those provided by the District for other general use forest preserves owned by the District. The Licensee shall reimburse the District for additional Ranger Police or other security services requested by Licensee. The District shall provide additional Ranger Police or other security services needed for programs and events hosted in the Home by the District or co-hosted by the District and the Licensee at no additional charge. The District shall provide and maintain, at no cost to Licensee, security monitoring and fire detection equipment and services for the Home. The District may require that the Licensee reimburse the District for false alarm charges caused by the Licensee's failure to properly operate the security monitoring and fire detection equipment.

**SECTION 21. TIME OF ESSENCE.** Time is of the essence in the performance of all of the terms and conditions of this Agreement.

SECTION 22. ASSIGNMENT; USE BY OTHERS. The Licensee shall not, without the prior express written approval of the District, which approval may be withheld in the sole discretion of the District, relicense the Home, or allow any other person or entity to use the Home or any part of the Home, or assign this Agreement, or any of the Licensee's rights or obligations under this Agreement, to any other party; provided, however, the foregoing shall not be deemed to restrict the use of the Home by guests and invitees of the Licensee in connection with the Licensee's Mission.

**SECTION 23. APPLICABLE LAW.** Regardless of the place of its physical execution, this Agreement shall be interpreted under and governed by the laws of the State of Illinois.

**SECTION 24. ENFORCEMENT COSTS.** The Licensee and the District each agree to pay their own costs, attorneys' fees and expenses incurred in enforcing the covenants, terms and conditions of this Agreement.

**SECTION 25. ENTIRETY.** This Agreement merges and supersedes all prior negotiations, representations and agreements between Licensee and the District and constitutes the entire Agreement between the parties relating to their respective rights relative to the Home.

**SECTION 26. SEVERABILITY; WAIVER.** If any provision of this Agreement shall be held invalid, the validity of any other provision of this Agreement that can be given effect without such invalid provision shall not be affected thereby. The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

**SECTION 27. NOTICES.** All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed received by the addressee thereof (i) when delivered in person on a business day at the address set forth below, (ii) 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, (iii) when received during normal business hours (or if after normal business hours,

the next business day) if sent overnight by Federal Express or other nationally recognized courier

service, (iv) when received during normal business hours (or if after normal business hours, the

next business day) if sent via telefax or electronic mail, with notice also sent by regular United

States mail, to the parties at the following addresses:

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

address:

Lake County Forest Preserve District

1899 W. Winchester Road

Libertyville, IL 60048

ATTN: Superintendent of Educational Facilities

E-mail: aosborne@lcfpd.org

Notices and communications to Licensee shall be addressed to, and delivered at, the following

address:

Adlai Stevenson Center on Democracy

2117 N. Fremont St.

Chicago, IL 60614

Attn: Nancy Stevenson

E-mail: stevensonnancy04@gmail.com

By notice complying with the requirements of this Section, Licensee and the District each shall

have the right to change the address or addressee or both for all future notices to it, but no notice

of a change of address or addressed shall be effective until actually received.

SECTION 28. LICENSE ONLY GRANTED. This Agreement grants only a license to use the

Home under the terms and conditions stated above. Nothing in this Agreement shall be construed

to create a landlord/tenant relationship or to convey to Licensee any legal or equitable interest in

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the Home, or the Subject Property. If the District breaches this Agreement, then Licensee shall have no right of specific performance against the District.

**SECTION 29. REPORTS.** Licensee will report by January 31 of each year to the District on the Licensee's previous year's education and public use program and activities, both in a written document and in a brief oral presentation to the District Board of Commissioners to be scheduled at the convenience of the District and the Licensee.

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

WITNESS:	ADLAI STEVENSON CENTER ON DEMOCRACY
Christine Szafranski	By:/s/ (lage W. W.L.) Its: Secretary
WITNESS: 15/ Ceruid Cenoscer	By:/s/ Many A Shoren Sa Its: The Sicher
ATTEST:	LAKE COUNTY FOREST PRESERVE DISTRICT
By:/s/	By:/s/
Its:	Ita:

#### **EXHIBIT A**

### **Exhibit A**

Lake County Forest Preserve District 1899 W Winchester Rd Libertyville, IL 60048 847-367-6640 www.lcfpd.org

#### Legend







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

2015 Aerial Photo

Map Prepared 5 September 2018

