



CITY ATTORNEY

1420 Miner Street
 Des Plaines, IL 60016
 P: 847.391.5300
 desplainesil.gov

MEMORANDUM

Date: April 28, 2026

To: Mayor and Members of the City Council

CC: Dorothy Wisniewski, City Manager

From: Peter Friedman, City Attorney

Subject: Campground Settlement Agreement

Issue: For the City Council to consider Resolution R-126-26 approving and authorizing the execution of a settlement agreement between the City of Des Plaines and the Chicago District Camp Ground Association and Chicago District Camp Ground, Inc.

Analysis: At its May 4, 2026 regular meeting, the Des Plaines City Council will consider adoption of Resolution No. R-126-26, approving and authorizing execution of a settlement agreement (“**Settlement Agreement**”) between the City and the Chicago District Camp Ground Association and Chicago District Camp Ground, Inc. (collectively, “**Camp Ground**”). The Settlement Agreement would terminate ongoing litigation between the City and the Camp Ground and resolve numerous public health and safety issues that exist at the Camp Ground property located at 1250 Camp Ground Road in Des Plaines (“**Property**”).

The resolution of the significant and long-standing property maintenance and flood regulation issues on the Property, and the termination of the extensive litigation associated with those issues, is of significant public interest, in part because of the direct positive impact that the resolution of these matters will have on Des Plaines property owners and the price many pay for flood insurance. The Council has directed us to prepare this memorandum and to make it available to the general public to ensure that the Council and the public have relevant background and a summary of the Settlement Agreement before the Council vote on approval of the Settlement Agreement.

I. Background on Property and Flood Insurance Program

The Campground Property consists of 26.4 acres along the Des Plaines River in the City. The Property is improved with dozens of structures, including cottages, two tabernacles, lodges, storage buildings, restroom facilities, and other buildings. Most of the structures on the Property were constructed around 1900 as part of a religiously affiliated campground.

As a “flood prone community” designated by FEMA, the City has participated in the National Flood Insurance Program (“**NFIP**”) for over 30 years. The City participates in the NFIP so that City property owners can purchase flood insurance and are eligible to receive FEMA disaster funding. To participate in the NFIP, the

City is required to adopt and enforce a floodplain management ordinance that meets or exceeds NFIP criteria (“**Floodplain Regulations**”). The Floodplain Regulations require, among other things, that all structures within the floodplain determined to be substantially damaged, as defined by the Floodplain Regulations, must be either elevated or demolished so as not to incur further flood damage and continue to cause repeated flood insurance claims.

Additionally, NFIP runs the Community Rating System (“**CRS**”), a program that recognizes communities for their floodplain management activities that exceed the NFIP minimum standards, reduce flood damage to insurable properties, and take a comprehensive approach to floodplain management. Under the CRS, participating communities are rated, and the ratings entitle owners of property within the community to discounts on flood insurance premiums.

To maintain participation in the NFIP and the CRS, the City must be recertified each year and attest that all credited floodplain management activities are being implemented. At least every five years, IDNR conducts a Community Assistance Visit to review each participating community’s compliance and code enforcement activities.

The Campground Property is located in the “regulatory floodway” as designated by FEMA and is subject to the Floodplain Regulations. Since 2017, IDNR identified the Property as the area in the City with the highest level of noncompliance with the Floodplain Regulations and has required the City to fulfill its obligations under the NFIP and CRS to enforce the Floodplain Regulations.

The impact of the City’s participation in the NFIP is significant. City property owners forced to obtain flood insurance outside the NFIP program would likely incur insurance cost increases of as much as 400 to 500 percent.

II. Summary of Litigation

On April 9, 2021, the City filed a complaint against the Camp Ground in the Circuit Court of Cook County, Illinois, Case No. 2021 M2 001319, seeking relief pursuant to the Illinois Unsafe Property Statute, 65 ILCS 5/11-31-1, and the City of Des Plaines City Code, and alleging unsafe conditions and ongoing code violations, including violations of the Flood Control Regulations, at the Property, which case is currently pending (“**Unsafe Property Action**”). The Camp Ground filed eight separate counterclaims and affirmative defenses against the City (collectively, “**Counterclaims**”) (the Unsafe Property Action and Counterclaims are referred to in this memorandum as the “**Litigation**”).

The City was successful in having the Counterclaims dismissed, three with prejudice and five without prejudice. The only part of the Litigation that is presently pending before the Court is the City’s Complaint. The Court has continued the case over the last several months to provide the parties an opportunity to engage in mediation and attempt to reach a settlement. The Camp Ground has indicated that it would appeal or refile its counterclaims if the matter could not be amicably settled.

At the Council’s direction, the City Attorney and City Staff have undertaken extensive, time-consuming, and good faith negotiations with the Camp Ground resulting in the Settlement Agreement that the City Council will consider at its May 4 meeting.

III. Settlement Agreement

The Settlement Agreement is attached to Resolution R-126-26. The following is a summary of the key terms and conditions of the Settlement Agreement (including the corresponding citations to the Agreement).

A. Property Subdivision (§1). The Property will be subdivided into two new lots.

- Lot 1 (“**Camp Ground Parcel**”) will be located at the southeast corner of the Property

generally at the intersection of Joseph Schwab Road and East Algonquin Road. The Camp Ground Parcel will be approximately five acres. There are only five structures currently located on the Camp Ground Parcel.

- Lot 2 (“*City Parcel*”) will include all the remaining portions of the Property (about 80 percent of the total Property). The City Parcel will be approximately 22 acres. There are approximately 70 structures on the City Parcel. Virtually all of the City Parcel is located in the floodway.
- B. Property Disposition (§2.A).** The Camp Ground will convey the City Parcel to the City. The Camp Ground will retain ownership of the Camp Ground Parcel.
- C. Settlement Amount; Conditions (§§2.B-2.E).** The City will make a restricted settlement payment to the Camp Ground in the amount of \$4,000,000. The Settlement Agreement includes a number of conditions that must be met before the City is obligated to make this payment. The City will pay the Settlement Amount only as part of a closing on the conveyance to the City of the City Parcel, which closing is currently scheduled for October 31, 2026. Before the closing, the Camp Ground must ensure that the City Parcel is vacant and completely free from any occupants and that any right of any individual to possession, ownership, or control of any part of the City Parcel or any of the structures on the City Parcel has been terminated.
- D. Settlement Amount Restrictions (§4.A).** Use of the Settlement Amount is restricted. The Camp Ground may only use the funds for compliance with the Settlement Agreement and closing costs. After those costs are met, the Camp Ground may only use any remaining funds for reasonable expenses for the operation, use, maintenance, repairs, and improvements (capital and otherwise) of the Camp Ground Parcel and replacement of its improvements and other Camp Ground purposes on the Camp Ground Parcel. The Camp Ground is required to provide the City with a biannual written accounting describing receipts, expenditures, and remaining balance of the Settlement Amount.
- E. Structures on the City Parcel (§§2.F, 3.A, 4.B, 6).** With two limited exceptions, the Camp Ground has agreed that under the Settlement Agreement the City may demolish all the structures on the City Parcel without further action by the Court or the Camp Ground. The City may commence these demolitions at any time after the closing. The two exceptions are as follows:
- **Waldorf Tabernacle.** The City has agreed to relocate the Waldorf Tabernacle building at the City’s expense to an agreed location in the northern portion of the Camp Ground Parcel. The parties acknowledge that this relocation may require taking the building apart and reassembling it and may necessitate replacement of rotten, broken, or other unsalvageable elements. The City is only obligated to make the relocated building safe for exterior viewing, but not interior occupancy.
 - **Other Relocated Structures.** The Camp Ground may identify other structures on the City Parcel that it wants to relocate to the Camp Ground Parcel. The Camp Ground must identify these structures within 60 days after the date on which the Litigation is dismissed. The Camp Ground must move at its cost any of these identified structures within 90 days after the closing. The City may demolish any structures on the City Parcel that are not identified and moved according to these time restrictions. The Camp Ground must ensure that all structures that are moved from the City Parcel to the Camp Ground Parcel comply with the City Code, including the Waldorf Tabernacle, by an agreed upon schedule set forth in the Agreement.
- F. Future Use of the City Parcel (§3.B).** Once all the structures on the City Parcel are demolished or relocated, the City is required to maintain the City Parcel as open space and may not build new vertical structures or new paved parking lots on the City Parcel, except for limited improvements for safety, public use and enjoyment of the open space, or environmental restoration.
- G. Structures on Camp Ground Parcel (§4.C).** The Camp Ground must bring the structures already on the Camp Ground Parcel at the time of the Settlement Agreement into compliance with the City Code by an agreed upon schedule set forth in the Agreement.

- H. Camp Ground Parcel Code Compliance (§4.F).** The Camp Ground must maintain the Camp Ground Parcel in compliance with the City Code.
- I. Camp Ground Parcel Right of First Refusal (§4.G).** The Camp Ground will grant the City a right of first refusal if the Camp Ground ever desires to sell or otherwise convey or transfer all or any portion of the Camp Ground Parcel.
- J. Residence on Camp Ground Parcel (§4.E).** Only one structure on the Camp Ground Parcel may be used by the Camp Ground as a year-round residence.
- K. Parking (§5).** The City will allow the Camp Ground to use, on a nonexclusive basis, a parking lot on the City Parcel free of charge, including overnight parking for Camp Ground vehicles, subject to agreed identification methods and other City parking rules.
- L. History (§3.C).** The City will install up to two signs or plaques memorializing the history of the Property, including the Waldorf and Wesley Tabernacles.
- M. Permits (§3.D).** The City will diligently process Camp Ground permit applications and will not delay or deny permits for reasons outside City Code requirements.
- N. Dismissal (§10).** Promptly after approval of the Settlement Agreement, the City and the Camp Ground will take the necessary steps to have the Court enter an Agreed Order of Dismissal. This Order will provide that the Court will retain jurisdiction to enforce the terms and conditions of the Settlement Agreement.
- O. Mutual Releases (§11).** The Settlement Agreement includes mutual releases of claims related to the Litigation, except for claims based on breach of the Agreement itself and claims based solely on conduct occurring after the effective date of the Agreement.
- P. Enforcement (§13).** If either party breaches the Agreement, the non-breaching party may recover damages, costs, and attorneys fees, and the existing court case remains available for enforcement.
- Q. Warranty of Execution (§25).** Daniel Amarei has executed the Agreement as President of both the Chicago District Camp Ground Association and the Chicago District Camp Ground, Inc. Under the Agreement, the Camp Ground warrants that Mr. Amarei has the authority to act for and bind each of these two entities. Likewise, upon approval of Resolution R-126-26, the City Manager and City Clerk will be authorized to execute the Settlement Agreement on behalf of the City. Under the Settlement Agreement the City warrants that the City Manager and the City Clerk have the authority to act for and bind the City.

IV. Settlement Agreement Benefits

The Settlement Agreement achieves the City's main objectives for the Litigation, provides additional benefits to the public, respects the historic nature of the Camp Ground Property, and allows for a sustainable, functional future for the Camp Ground. The anticipated benefits are summarized below:

- A. Potential Grants.** The Settlement Agreement allows the City to apply for grants from the Illinois Department of Natural Resources (IDNR) for the fair market value of the City Parcel and structure demolition costs. If awarded, the grant funds will partially offset the costs of the settlement.
- B. Flood Regulations.** The removal of all the structures from the floodway (via demolition of most of the structures and relocation of a select few) will resolve all the outstanding flood and property-maintenance-related City Code violations on the Property. This will bring the City into compliance with its obligations, imposed by FEMA and IDNR, to enforce the Flood Regulations and will allow Des Plaines property owners to remain in the National Flood Insurance Program at the current reduced rate. If the City had not resolved this issue, the estimated 1,800 residents could have had an overall annual policy increase of approximately \$10.5 million, or \$7,000 per household on an annual basis.
- C. Property Maintenance.** The demolition of most of the structures and the rehabilitation of the remaining structures resolves all the dangerous and hazardous conditions posed by the existing structures. It also abates current and future concerns from MWRD, including those related to septic tanks in the floodway.

- D. Open Space Benefits to the Public.** The City Parcel will provide additional benefit to the general public because it contains the entire river-front of the Property and has vehicular access from Camp Ground Road. City ownership of this portion of the Property creates the opportunity to connect the public green spaces to the north and south (Northwestern Woods and Camp Ground Road Woods).
- E. Camp Ground Parcel Benefits.** The Camp Ground will retain the Camp Ground Parcel, a compact, five-acre parcel that provides the Camp Ground the ability to remain on a portion of the historic property they value while being a much more manageable size. In the past, the Camp Ground has not had the funds to properly care for and maintain its Property. The funds the Camp Ground receives through the settlement may only be used for compliance with the Settlement Agreement, maintenance of the Camp Ground Parcel, and Camp Ground activities on the Camp Ground Parcel.
- F. Waldorf Tabernacle.** The historic Waldorf Tabernacle will be preserved and placed in a location that should be secure from future flooding and where the Camp Ground can continue to appreciate it.
- G. Limited Residential Use.** There will only be one continually occupied residential structure on the Camp Ground Parcel, which should resolve issues related to the residential occupancy on the Camp Ground Property, including occupants performing work on the structures without permits.
- H. Resolution of Litigation.** The settlement avoids what was likely to be further protracted and expensive litigation. Even if resolved in the City's favor, the litigation was unlikely to result in a similarly comprehensive, long-term solution to the property maintenance and flood regulation issues on the Property.
- I. City Code Compliance.** The Settlement Agreement clarifies that structures that remain on the Camp Ground Parcel will be required to comply with the City Code. The Agreement also states that the Camp Ground must maintain the Camp Ground Parcel in compliance with the City Code.

Recommendation: We recommend that the Council confirm that the Settlement Agreement is consistent with the Council's direction and thus adopt Resolution No. R-126-26, approving and authorizing execution of the Settlement Agreement between the City and the Chicago District Camp Ground Association and Chicago District Camp Ground, Inc.

Attachments:

Resolution R-126-26

Exhibit A – Settlement Agreement and Mutual Release

CITY OF DES PLAINES

RESOLUTION R - 126 - 26

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT BETWEEN THE CITY OF DES PLAINES AND THE CHICAGO DISTRICT CAMP GROUND ASSOCIATION AND CHICAGO DISTRICT CAMP GROUND, INC.

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations and corporations, in any manner not prohibited by law or ordinance; and

WHEREAS, the property commonly known as 1250 Camp Ground Road, Des Plaines, Illinois ("**Property**") is improved with dozens of structures, many of which are located in the regulatory floodway and are in disrepair; and

WHEREAS, Title 14 of the City of Des Plaines City Code ("**City Code**"), sets forth flood control regulations ("**Flood Control Regulations**") the City must enforce to remain compliant with the Federal Emergency Management Agency ("**FEMA**") National Flood Insurance Program ("**NFIP**"), which enables owners of property in the City, a designated flood-prone community, to obtain flood insurance at more affordable rates; and

WHEREAS, the City filed a complaint against both the Chicago District Camp Ground, Inc. and Chicago District Camp Ground Association (collectively, "**Camp Ground**") in the Circuit Court of Cook County, Illinois, Case No. 2021 M2 001319, seeking relief pursuant to the Illinois Unsafe Property Statute, 65 ILCS 5/11-31-1, and the City of Des Plaines City Code, concerning allegations of unsafe conditions and ongoing code violations, including violations of the Flood Control Regulations, at the Property, which case is currently pending ("**Unsafe Property Action**"); and

WHEREAS, the Camp Ground filed multiple counterclaims and affirmative defenses against the City (collectively, "**Counterclaims**") (collectively, the Unsafe Property Action and Counterclaims are the "**Litigation**"); and

WHEREAS, in order to (i) avoid the time, expense, and uncertainty of further litigation; (ii) resolve all Flood Control Regulations violations and ensure the City's continued participation in the NFIP; (iii) remove dangerous conditions from the Property; and (iv) allow the Camp Ground to continue to be present on a portion of the Property, the City and the Camp Ground desire to fully and finally settle the claims asserted in the Litigation, as well as all other actual and potential claims between and among the City and the Camp Ground arising out of or in any way related to the Litigation, pursuant to a settlement agreement ("**Settlement Agreement**"); and

WHEREAS, the Settlement Agreement generally provides, among other things, that in exchange for a restricted settlement payment by the City to the Camp Ground in the amount of \$4,000,000 after the Camp Ground satisfies numerous preconditions ("**Settlement Amount**"), the

Camp Ground will (i) subdivide the Property and convey to the City all but approximately five acres of the approximately 26-acre Property (“**City Parcel**”); (ii) agree that the City will demolish all of the buildings on the City Parcel other than a select few buildings that may be relocated to the portion of the Property to be retained by the Camp Ground (“**Camp Ground Parcel**”), including specifically the Waldorf Tabernacle Building; (iii) ensure that all buildings on the Camp Ground Parcel comply with the City Code; (iv) maintain the Camp Ground Parcel in compliance with the City Code; and (v) provide the City with a biannual written accounting describing receipts, expenditures, and remaining balance of the Settlement Amount; and

WHEREAS, the Camp Ground has warranted that it has properly approved and fully executed the Settlement Agreement; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into the Settlement Agreement with the Camp Ground;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The above recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: APPROVAL OF SETTLEMENT AGREEMENT. The City Council approves the Settlement Agreement in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the City Attorney.

SECTION 3. AUTHORIZATION TO EXECUTE AGREEMENT. The City Council authorizes and directs the City Manager and the City Clerk to execute and seal, on behalf of the City, the final Settlement Agreement.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURES ON FOLLOWING PAGE]

PASSED this ____ day of _____, 2026.

APPROVED this ____ day of _____, 2026.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, City Attorney

Legal\Res\2017\DP-Resolution Approving Settlement Agreement with United States of America
#51670718_v1

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This **Settlement Agreement and Mutual Release** (“*Agreement*”) is made and entered into this 14 day of April, 2026 (“*Effective Date*”) between and among the City of Des Plaines, an Illinois home rule municipal corporation (“*City*”); and Chicago District Camp Ground Association, an Illinois association created by State Charter (“*Association*”), and Chicago District Camp Ground, Inc., an Illinois not-for-profit corporation (“*Camp Ground Corporation*”) (collectively, the Association and the Camp Ground Corporation are the “*Camp Ground*”) (collectively, the City and the Camp Ground are the “*Parties*” and, individually, each a “*Party*”).

WHEREAS, the Camp Ground owns the property commonly known as 1250 Camp Ground Road, Des Plaines, Illinois, assigned property index number 09-21-106-009-0000, and legally described on **Exhibit A** to this Agreement (“*Property*”); and

WHEREAS, the Property is improved with numerous structures (“*Structures*”), private water and sewer mains (“*Underground Utilities*”), above-ground utilities (“*Aerial Utilities*”), and various paved and unpaved paths and roadways; and

WHEREAS, on April 9, 2021, the City filed a complaint against the Camp Ground Corporation in the Circuit Court of Cook County, Illinois, Case No. 2021 M2 001319, seeking relief pursuant to the Illinois Unsafe Property Statute, 65 ILCS 5/11-31-1, and the City Code of the City of Des Plaines, as amended from time-to-time (“*City Code*”), concerning allegations of unsafe conditions and ongoing code violations at the Property, which case is currently pending (“*Unsafe Property Action*”); and

WHEREAS, on December 16, 2021, the City filed a first amended complaint, adding the Association as a defendant in the Unsafe Property Action; and

WHEREAS, during the pendency of the Unsafe Property Action, the Camp Ground filed numerous counter-claims and affirmative defenses (collectively, the “*Counterclaims*”) (the Unsafe Property Action and Counterclaims are, collectively, the “*Dispute*”); and

WHEREAS, the Counterclaims have been dismissed; and

WHEREAS, the Camp Ground disputes any liability for the claims alleged in the Unsafe Property Action, and the City disputes any liability for the Counterclaims; and

WHEREAS, in order to avoid the time, expense, and uncertainty of further litigation, the Parties desire to fully and finally settle the claims asserted in the Dispute, as well as all other actual and potential claims between and among the Parties arising out of or in any way related to the Dispute, without the Parties thereby admitting any unlawful activity or liability to each other; and

NOW, THEREFORE, in consideration of these recitals and the mutual promises set forth in this Agreement, and for other good and valuable consideration stated in this Agreement, the adequacy of which is acknowledged, the Parties agree as follows:

1. Subdivision of the Property.

A. Subdivision. The Camp Ground agrees to subdivide the Property into two lots of record as depicted on **Exhibit B** to this Agreement ("**Subdivision**"), as follows: (i) a lot located at the south-east corner of the Property ("**Lot 1**"); and (ii) the remainder of the Property ("**Lot 2**").

B. Subdivision Plat Preparation and Approval. The City, at its own cost, will prepare the plat of subdivision for the Subdivision ("**Plat of Subdivision**"), which will include at the City's cost the preparation of an ALTA plat of survey and will facilitate the Camp Ground's application for the necessary approval from the City. The Plat of Subdivision shall be in the form required by the City's Subdivision Code ("**Subdivision Code**"), codified as Title 13 of the City Code, and with terms acceptable to the Parties, which acceptance will not be unreasonably withheld if the Plat of Subdivision conforms with the terms of this Agreement. The Camp Ground will be the "applicant" for the Plat of Subdivision approval and will cooperate with the approval process and with obtaining necessary signatures on the Plat of Subdivision once approved; provided, however, there will be no fees, costs or other expenses to the Camp Ground for the application and subdivision process. The City anticipates that the preparation and approval of the Plat of Subdivision will take approximately 100 days from the Effective Date. The Survey shall be certified to the City, the Camp Ground, and the Title Company and be in a form sufficient for the Title Company to issue its standard form commercial extended coverage and survey endorsements.

C. Additional Easements. The Parties will cooperate to include on the Plat of Subdivision access and other easements that are necessary to allow the Parties to access the Underground Utilities for maintenance purposes and to otherwise implement the provisions of this Agreement.

2. Conveyance of Lot 2.

A. Conveyance of Lot 2. The Camp Ground will convey to the City, and the City agrees to acquire from the Camp Ground, upon the terms and conditions set forth in this Agreement, fee simple title to Lot 2, together with (i) all privileges, rights, easements, hereditaments and appurtenances thereto belonging, (ii) all right, title and interest of the Camp Ground in and to any streets, alleys, passages and other rights of way included therein, and (iii) any improvements located upon Lot 2. This conveyance does not include the structure of the Waldorf Tabernacle as otherwise subject to the terms of this Agreement.

B. Settlement Amount. In consideration for the acquisition of Lot 2 and for the other terms, conditions, and obligations of this Agreement, the City will pay \$4,000,000.00 ("**Settlement Amount**") to the Camp Ground Association. The Settlement Amount will be paid by the City to the Camp Ground Association on the Closing Date (as defined in Section 2.C of this Agreement), by wire transfer or other immediately available funds. Transfer taxes and any outstanding City bills or other City Fees or charges, if applicable, shall be paid at Closing by the City.

C. Closing.

(i) The Campground must convey fee simple title to Lot 2 to the City by delivery of a Special Warranty Deed (“*Deed*”) in a form agreeable to the Parties. The Camp Ground must deliver full and complete possession of Lot 2 to the City upon Closing. The Camp Ground must deliver Lot 2 to the City in its condition as of the Dismissal Order (as defined in Section 10 of this Agreement) except for ordinary wear and tear.

(ii) Closing Time, Place. The Closing will occur on October 31, 2026, unless an earlier date is agreed to in writing by the Parties (“*Closing Date*”). The Closing will be at the office of Chicago Title Insurance Company (“*Title Company*”) located at 325 W. Wacker Drive, 11th Floor, Chicago, Illinois, 60601. The Parties need not physically attend the Closing. Any Title Company Closing Escrow fees and transfer taxes, if applicable, shall be paid by the City.

(iii) Closing Deliverables. At Closing, the Parties must have: (a) evidence reasonably satisfactory to the Title Company of the authority of the Camp Ground and City to consummate the Closing; (b) the Deed and other instruments of transfer and conveyance transferring Lot 2; (c) the recorded Plat of Subdivision; and (d) the fully executed Right of First Refusal Agreement, as set forth in Section 4 of this Agreement.

D. Conditions Precedent to Closing.

(i) Recordation of the Plat of Subdivision;

(ii) Full execution of the Right of First Refusal Agreement;

(iii) Full execution of the Parking Easement Agreement, as set forth in Section 5 of this Agreement;

(iii) Lot 2 must be vacant and completely free from any occupants on or before the Closing Date, as set forth in Section 4.D of this Agreement; and

(iv) Any right of any individual to possession, ownership, or control of any part of Lot 2 or any of the structures located on Lot 2 shall have been terminated on or before October 31, 2026, as set forth in Section 4.D of this Agreement.

E. Termination. If the Conditions Precedent to Closing, set forth in Section 2.D of this Agreement, have not been completed on or before the Closing Date, or any extension thereof agreed to in writing by both Parties, the City may terminate this Agreement by providing written notice to the Camp Ground.

F. The Parties acknowledge that the City intends to demolish all of the structures on Lot 2 except for the Waldorf Tabernacle and any structures actually moved to Lot 1 pursuant to the terms of this Agreement; the Camp Ground agrees not to object to the demolitions.

3. City Obligations.

A. Relocation of the Waldorf Tabernacle.

(i) Subject to the Uncontrollable Circumstances provisions set forth in Section 28 of this Agreement, the City shall relocate, at its sole expense in a good workmanlike manner and in accordance with all applicable laws, codes and ordinances, the structure identified as the Waldorf Tabernacle on Exhibit B from Lot 2 to the designated location on Lot 1. The specific location on Lot 1 will be designated by the Camp Ground in consultation with the City, provided that the location must (a) not be within the regulatory floodway; (b) be in the general location identified on Exhibit B; (c) be physically feasible and will not meaningfully increase the scope or cost of the relocation and reconstruction; and (d) comply with the City Code, including, without limitation, the flood control regulations set forth in Title 14 of the City Code.

(ii) The Parties understand, agree, and anticipate that the relocation of the Waldorf Tabernacle might require it to be taken apart and reassembled and might also require the replacement of rotten, broken, or other unsalvageable elements. The City will make commercially reasonable efforts to replace rotten, broken, or other unsalvageable elements with elements that are in a substantially similar location and are of a substantially similar appearance and material. The City will consult with an expert consultant regarding the relocation and will provide the Camp Ground with (i) an initial relocation schedule before work begins; (ii) one mid-project written status update; and (iii) a final relocation report or certificate from the relocation contractor summarizing work performed. The Waldorf Tabernacle will be placed upon a new foundation constructed by the City in the type and manner, including, without limitation, piers, determined by the City, in accordance with the City Code and in consultation with the expert consultant.

(iii) After relocation, the Waldorf Tabernacle will be in a condition that is safe to be viewed from the outside, but the City will not be required to place it in a condition safe for occupancy.

(iv) The City shall complete the relocation of the Waldorf Tabernacle in accordance with this Agreement within 12 months after the Closing Date.

(v) After the relocation of the Waldorf Tabernacle by the City, the Camp Ground may, at its own expense, undertake the construction or renovation work necessary to make the Waldorf Tabernacle safe for interior occupancy, provided such work is conducted in accordance with the City Code and pursuant to a building permit, if required.

B. Lot 2 to Remain Undeveloped.

(i) The obligations set forth in Section 3.B(ii) below will be recorded against Lot 2 as a deed restriction, permanent covenant, or similar recorded document. The Parties acknowledge that if the City receives grant funds, the funding entity might have

specific requirements for the form and substance of the restriction, and the Parties agree to use the required form as long it conforms generally with the terms of this Agreement and substantially satisfies the obligations of Section 3.B(ii).

(ii) Once all of the structures on Lot 2 are demolished or relocated, the City will maintain Lot 2 as open space, meaning the City, or any subsequent landowner or occupant, will not be permitted to construct additional paved parking lots, other than parking lots already existing on Lot 2, or new vertical construction, except for minimal improvements reasonably necessary for public safety, public use and enjoyment of the open space, environmental restoration, or as otherwise allowed by the deed restriction required by the grant funding entity.

C. Memorialization of Property History. The City, at its sole cost, will install up to two signs or plaques on Lot 2 memorializing the history of the Property and specifically memorializing the Waldorf Tabernacle and the Wesley Tabernacle. The City and Camp Ground will collaborate on the form, substance, and location of the signs or plaques, provided that the City will reasonably and acting in good faith make the final determination regarding the form, substance, and location.

D. City's Obligation Regarding Permits to Camp Ground. The City will diligently process the Camp Ground's permit applications and will not condition or delay permits, or refuse to issue permits, based on any reason other than the requirements for issuance of any requested permit under the City Code.

4. Camp Ground Obligations.

A. Restricted Use of Settlement Amount.

(i) The Camp Ground may only use the Settlement Amount first towards the performance and compliance with this Agreement, payment of all of its costs and expenses of the Closing including its attorneys fees, and then exclusively for all reasonable expenses for the operation, use, maintenance, repairs, and improvements (capital and otherwise) of Lot 1 and replacement of its improvements and other Camp Ground purposes on Lot 1.

(ii) The Camp Ground shall provide the City with bi-annual written accounting of the Settlement Amount due to the City by January 31 and July 31 of each calendar year, describing receipts, expenditures, and remaining balance of the Settlement Amount. The first accounting shall be due to the City by July 31, 2027 for the period between the Closing Date and June 30, 2027. The City may request additional reasonable supporting documentation or information not more than once per calendar year solely for the purpose of clarifying information provided in that year's annual accountings. Upon exhaustion or depletion of the Settlement Amount, the Camp Ground shall provide a final accounting with 30 days' written notice stating that the Settlement Amount has been fully depleted or exhausted. Upon issuance of the final notice and accounting (and subject to the City's right to request additional reasonable supporting documentation or information as provided above),

the Camp Ground shall no longer be obligated to provide annual accountings as required by this Section.

B. Relocation of Structures by the Camp Ground. The Camp Ground may relocate specific structures from Lot 2 to Lot 1 as follows:

(i) The Camp Ground must identify which structures it wants to relocate (“*Identified Structures*”) and notify the City of the specific Identified Structures within 60 days after the date on which the Dismissal Order is entered. The Waldorf Tabernacle is not an Identified Structure as it will be relocated by the City.

(ii) The Identified Structures may be moved either to Lot 1 or to one or more alternative locations located outside of the Property selected by the Camp Ground. To the extent the Identified Structures are to be relocated to Lot 1, the Identified Structures must be relocated to locations that are outside of the regulatory floodway and that comply with the City Code, including, without limitation, the flood control regulations set forth in Title 14 of the City Code. The Campground may also relocate any Identified Structures to locations outside of the Property in accordance with all applicable law.

(iii) The Camp Ground shall relocate the Identified Structures, if any, at its sole cost, including the use of the Settlement Amount.

(iv) Subject to the Uncontrollable Circumstances provisions set forth in Section 28 of this Agreement, the Identified Structures, if any, must be moved within 90 days after the Closing Date (“*Move Deadline*”). The Camp Ground will have no right to move any Identified Structure after the Move Deadline or any requisite extension per the terms of this Agreement. After any Identified Structures are relocated from Lot 2, the City will, at no cost to or additional consideration from the Campground, execute a bill of sale transferring ownership of the relocated Identified Structure(s) to the Camp Ground. The City may demolish, without further action, order of court, or notice to the Camp Ground, any Identified Structure that has not been relocated from Lot 2 prior to the final Move Deadline.

(v) **Compliance of Structures Relocated to Lot 1:** The Camp Ground agrees to the following:

(1) Subject to the Uncontrollable Circumstances provisions set forth in Section 28 of this Agreement, any Identified Structure relocated from Lot 2 to Lot 1 pursuant to this Section 4.B (“*Moved Structures*”) must be brought into compliance with the City Code within one year after the date of the completed relocation (“*Compliance Deadline*”).

(2) Compliance of the Moved Structures with the City Code will be determined by the City building inspector pursuant to a full interior and exterior inspection of the Moved Structures. The City inspector will operate

on an independent basis with no bias related to the proceedings resulting in this Settlement Agreement.

(3) If, for any reason, the Camp Ground reasonably believes the inspection or resulting report by the City inspector includes determinations that are inconsistent with the City Code or rules adopted pursuant to the City Code, are based on incorrect interpretations of provision(s) of the City Code, or applies provision(s) that do not apply, the Camp Ground may appeal the determination of the City inspector in accordance with Section 12-3-9 of the City Code for provisions set forth in Title 12 (Zoning) of the City Code and in accordance with Section 10-14-2 of the City Code for provisions set forth in Titles 10 (Construction Regulations) and 14 (Flood Control Regulations) of the City Code.

(4) Upon the written final determination identifying specified items of non-compliance with the City Code, either in the form of a notice from the City inspector (if uncontested), or a written decision on appeal per Section 4.B.v.(3) of this Agreement, the Camp Ground will be provided 60 days, or as otherwise agreed to in writing between the Parties if compliance cannot be reasonably achieved within 60 days, to bring the Moved Structures into compliance with the deficiencies as indicated in the final determination.

(5) If the Moved Structures have not been brought into compliance with the City Code in accordance with this Agreement by the Compliance Deadline or any cure period provided pursuant to Subsection 4.B.v(4) of this Agreement, the City may petition the Court to enforce this provision and seek remedies, including, without limitation, demolition of any Moved Structures that are not brought into compliance by the Compliance Deadline, for which reimbursement for the costs of any such demolition, attorneys fees, and other costs shall be paid from the Settlement Amount or other funds available to the Camp Ground.

C. Rehabilitation of Existing Structures on Lot 1 by Camp Ground. Subject to the Uncontrollable Circumstances provisions set forth in Section 28 of this Agreement, the structures already located on Lot 1 and identified on Exhibit B ("**Marked Lot 1 Structures**") must be brought into compliance with the City Code on or before the Compliance Deadline. The compliance obligations for any Marked Lot 1 Structure are subject to the same inspection and conflict resolution provisions as specified in Section 4.B(v)(1)-(5) of this Agreement, and those provisions are incorporated in this paragraph by reference.

D. Existing Occupants on Lot 2.

(i) On or before October 31, 2026, the Camp Ground must take any and all necessary action to terminate any and all rights claimed by any person to possession, ownership, or control of any structure on Lot 2 or other claims to a legal right in the Property, and cause all persons occupying any structure on Lot 2 to

relocate, so that Lot 2 is vacant and without any occupants, leases, licenses, or other person asserting a claim or right to own or occupy any part of Lot 2 or the structures on Lot 2. The Camp Ground is responsible for any costs or expenses incurred in fulfilling its obligations set forth in this Section.

(ii) The Camp Ground must notify the City in writing at least 30 days before October 31, 2026, if it will not have completed its obligations set forth in Section 4.D(i) by October 31, 2026. Such notice must provide a summary of all measures taken by the Camp Ground to comply with Section 4.D(i), which structures remain occupied, and the date on which the Camp Ground anticipates it will have complied with Section 4.D(i). Upon receipt of such notice that demonstrates the Camp Ground has diligently worked to comply with Section 4.D(i), the City will agree to a reasonable cure period, not to exceed 120 days, for the purpose of providing additional time to the Camp Ground to comply with Section 4.D(i). In the absence of such notice, the City may conduct a pre-closing walk-through inspection of Lot 2 during the seven-day period before the Closing Date with sufficient access to confirm compliance with Section 4.D(i). If the Camp Ground does not comply with Section 4.D(i) by the Closing Date, or any extended deadline agreed to in accordance with this Section 4.D(ii), the City may terminate this Agreement by providing written notice to the Camp Ground in accordance with Section 2.E of this Agreement.

E. Residential Occupancy on Lot 1. Only one structure located on Lot 1 may be occupied as a year-round residence. The Camp Ground will notify the City as to which structure will be used as a year-round residence upon initial occupancy and will promptly notify the City if a different structure will be used for this purpose in the future.

F. Maintenance of Lot 1. The Camp Ground will maintain Lot 1 in compliance with the City Code.

G. Right of First Refusal Agreement. Immediately after Closing, the Camp Ground will record a right of first refusal agreement (“*Right of First Refusal*”) against Lot 1 pursuant to which the Camp Ground must provide notice to the City if, at any time, the Camp Ground desires to sell or otherwise convey, receives an offer to purchase, or otherwise acquire, Lot 1, or any portion thereof. The Right of First Refusal Agreement will grant the City the right to match the terms of the offer and enter into a contract (no later than 45 days after the notice) with the Camp Ground for the purchase and acquisition of Lot 1 or the portion thereof.

5. Camp Ground Vehicle Parking on Lot 2. The City will allow the Camp Ground to use, free of any charge or cost, the parking lot located on Lot 2 in the general location depicted on Exhibit B for its employees, residents, agents, and invitees (“*Camp Ground Vehicles*”), provided that the parking lot might also be open to and shared with the general public. The City does not allow overnight public parking in City-owned parking lots but will allow Camp Ground Vehicles to park overnight, subject to the conditions and restrictions of this Agreement. The City and the Camp Ground will mutually agree on a method for distinguishing Camp Ground related vehicles from vehicles belonging to the general public so that the City can avoid ticketing Camp Ground Vehicles that park overnight. Except for the overnight parking prohibition, Camp Ground

Vehicles will comply with all other applicable parking regulations set forth in the City Code when parked on Lot 2. A parking easement agreement containing customary terms and conditions necessary to memorialize the agreement set forth in this Section 5 shall be recorded by the City at Closing providing for this parking right.

6. Demolition of Structures on Lot 2. After the Closing Date, the City may demolish any of the structures on Lot 2 except for the Waldorf Tabernacle and any Identified Structures pursuant to and subject to the conditions set forth in Section 4.B of this Agreement, including the City's right to demolish any Identified Structures that do not comply with the City Code by the Compliance Deadline pursuant to the terms of this Agreement.

7. Underground Utilities and Aerial Utilities.

A. Underground Utilities. After the Closing Date and after the structures on Lot 2 have been either demolished or relocated, the City may, but is not obligated to, perform work on the Underground Utilities to reduce their scope on Lot 2 as they will no longer be necessary to serve any structures on Lot 2 ("*Underground Utility Work*"), including, without limitation, abandoning disconnected sections in place. The Underground Utility Work shall not reduce or negatively affect access to the service provided by the Underground Utilities to Lot 1 or to the Camp Ground.

B. Aerial Utilities. After the structures on Lot 2 have been either demolished or relocated, the Camp Ground and the City will cooperate on the removal of the Aerial Utilities from Lot 2 and the reconfiguration of those Aerial Utilities as necessary to maintain service to Lot 1 and the Camp Ground.

8. Temporary Licenses.

A. The Camp Ground hereby grants the City a temporary license to, upon reasonable advanced notice to the Contact Person listed below, access Lot 1 for the purpose of (a) performing surveying, appraisal, or other due diligence activities reasonably required to timely comply with this Agreement; (b) relocating the Waldorf Tabernacle as set forth in Section 3.A of this Agreement; and (c) performing the Underground Utility Work as set forth in Section 7 of this Agreement. The City will provide evidence of insurance sufficient to protect the City that identifies the Camp Ground as additional insured for any work performed pursuant to the temporary license, and require any contractor or subcontractor to provide proof of all necessary insurance that names the Camp Ground as an additional insured. The City will provide proof of insurance for itself in advance of entering on to the Property pursuant to this notice to perform any work, and will require any contractor or subcontractor to provide sufficient evidence of insurance, including, but not limited to, certificates of insurance, that identify or name the Camp Ground as an additional insured or provide coverage to the Camp Ground for any work performed for which the license will be used.

B. After Closing, the City will grant a temporary license to the Camp Ground to allow the Camp Ground access, upon reasonable notice to the City's Contact Person listed below, to Lot 2 for the purposes of relocating structures to Lot 1 as set forth in Section 4.B of this Agreement. The Camp Ground will provide evidence of insurance sufficient to

protect the Camp Ground that identifies the City as additional insured for any work performed pursuant to the temporary license, and require any contractor or subcontractor to provide proof of all necessary insurance that names the City as an additional insured. The Camp Ground will provide proof of insurance for itself in advance of entering on to Lot 2 pursuant to this notice to perform any work, and will require any contractor or subcontractor to provide sufficient evidence of insurance, including, but not limited to, certificates of insurance, that identify or name the City as an additional insured or provide coverage to the City for any work performed for which the license will be used.

9. **Reasonable Cooperation.** The Parties understand and agree that each of the provisions of this Agreement may necessarily require some element of bureaucratic or logistical cooperation by both Parties, even when the obligations of a particular provision are fully assigned to one Party in particular. The Parties agree to reasonably cooperate with each other's reasonable bureaucratic or logistical requests as reasonably necessary to fulfill all of the obligations set forth in this Agreement.

10. **Dismissal Order.** The Parties will enter an agreed dismissal order in the form provided in **Exhibit C** to this Agreement dismissing the Dispute with prejudice ("**Dismissal Order**"), with each party bearing its own costs and fees, and the court retaining jurisdiction for the purpose of enforcing the terms of this Agreement. Each Party will execute the Dismissal Order in the spaces provided. The Parties will cooperate to prepare and file the Dismissal Order and to ensure the entry of the Dismissal Order by the Court.

11. **Release.** Conditioned on compliance with the provisions of this Agreement, each Party, for and on behalf of itself and its heirs, executors, personal representatives, agents, successors and assigns, and elected and appointed officials, employees, and attorneys, acknowledges full and complete satisfaction of, and fully and forever releases, acquits, and discharges each other Party and their respective heirs, executors, officers, directors, employees, personal representatives, agents, attorneys, successors and assigns, including, without limitation, all present and former City elected officials and any other City officials, in their individual and official capacities, and all present and former individual board members of the Camp Ground Association and Corporation in their individual and corporate capacities (collectively, the "**Releasees**") from any and all claims, causes of action, demands, liabilities, damages, obligations, and debts (collectively referred to as "**Claims**"), of every kind and nature, whether known or unknown, suspected or unsuspected, or fixed or contingent, which any Party holds or at any time previously held against any other Party, or any of the Releasees, arising out of or in any way related to the claims asserted in the Dispute (with the exception of breaches of this Agreement), or under any other statute, rule or common law provision, including any claim for civil penalties arising from the facts alleged in the Dispute, through the Effective Date of this Agreement. The mutual release provided in this Section shall be effective and conditioned upon (i) the Effective Date of this Agreement, (ii) the entry of the Dismissal Order, and (iii) compliance with the terms and conditions of this Agreement. For the avoidance of doubt, save for claims regarding breach of this Agreement, neither Party releases any claims based solely on conduct or events subsequent to the Effective Date of this Agreement, including, without limitation, constitutional claims, statutory claims, or allegedly unsafe conditions or City Code violations at the Property that did not exist on or prior to the Effective Date and solely arose after the Effective Date.

12. **No Admission of Liability.** Nothing in this Agreement will be construed as an admission of liability on the part of any of the Parties, their respective Releasees, or any of them, such liability having been expressly denied. No inducements or representations have been made by any agent or attorney of any Party released under this Agreement as to the legal liability or other responsibility of any Party claimed responsible.

13. **Breach of Agreement.** The Parties understand and agree that if any of them is found by a court of law to have breached any provision of this Agreement, including the court before whom the Dispute has been assigned and which retains jurisdiction to enforce the terms of this Agreement, including, without limitation, Section 2.E of this Agreement, so that neither Party will have to file a new complaint in such circumstances, then the breaching Party shall be liable to the other Party for all damages caused by the breach, including, but not limited to, all costs and attorney's fees incurred by said parties in enforcing their rights hereunder.

14. **Severability.** The provisions of this Agreement are fully severable. If any provision of this Agreement is determined to be invalid or unenforceable for any reason, that invalidity or unenforceability will not affect the validity or enforceability of any of the other provisions of the Agreement.

15. **Entire Agreement; Modification.** This Agreement constitutes the sole and entire agreement between the Parties with respect to the subject matter of this Agreement; supersedes any and all prior or contemporaneous agreements, discussions or representations, oral or written, including, without limitation, the ADR Commercial Mediation Settlement Agreement term sheet, with respect to that subject matter; and cannot be amended except in a writing which specifically refers to this Agreement and is signed by each of the Parties.

16. **Successors and Assigns.** This Agreement is binding upon, and inures to the benefit of, each of the Parties and their respective heirs, executors, personal representatives, successors, and assigns.

17. **No Effect on Third Parties.** The terms and conditions, covenants, agreements, powers, privileges, and notices of authorization contained in this Agreement are binding upon and inure only to the benefit of the Parties and their respective successors, affiliates, assigns, heirs, agents, and attorneys including, without limitation, any of the Releasees. Only the Parties are authorized to rely upon the contents of this Agreement or are deemed a beneficiary of this Agreement.

18. **Governing Law and Jurisdiction.** The Second Municipal Division of the Circuit Court of Cook County will retain jurisdiction over the Dispute for the purpose of enforcing the provisions of this Agreement. This Agreement and any amendments to this Agreement will be governed by, and construed in accordance with, the laws of the State of Illinois, without regard to conflict of law principles.

19. **Non-Waiver.** The failure of any Party to this Agreement to exercise or enforce any provision of this Agreement on one or more occasions will not be deemed a waiver of that provision, nor will a waiver of any provision on one occasion affect a Party's right to enforce that provision fully on other occasions. Any waiver must be in writing and signed by the Party waiving its right in order to be valid and enforceable.

20. Representation by Counsel and Drafting. Each of the Parties acknowledges that it has either been represented by or had access to competent legal counsel of its own choosing both in connection with the Dispute and in connection with the negotiations, drafting, and execution of this Agreement. Accordingly, the language used in this Agreement will be deemed to be language chosen by all Parties to express their mutual intent, and no rule of strict construction against any Party will apply to any term or condition of this Agreement.

21. Lot 2, Structures, Utilities, Appurtenances Conveyed As Is. Except for the covenants, obligations, representations and warranties of the Camp Ground expressly set forth in this Agreement, the City specifically acknowledges and agrees that the Camp Ground is conveying and the City is receiving Lot 2, and the structures and all other improvements and appurtenances on Lot 2, on an “as is with all faults” basis and that the City is not relying on any other representations or warranties of any kind whatsoever, express or implied, from the Camp Ground, or its agents, attorneys or any other person acting or purporting to act on behalf of Camp Ground, as to any matters concerning Lot 2, including without limitation: (i) the quality, nature, adequacy and physical condition and aspects of Lot 2, including, but not limited to, the structural elements, seismic aspects of Lot 2, structures, foundations, roofs, appurtenances, access, landscaping, parking facilities and the electrical, mechanical, HVAC, plumbing, sewage, and utility systems, facilities and appliances, the square footage within the improvements on Lot 2; (ii) the quality, nature, adequacy, and physical condition of soils, geology and any groundwater on Lot 2; (iii) the existence, quality, nature, adequacy and physical condition of utilities serving Lot 2; (iv) the development potential of Lot 2, and Lot 2’s use, habitability, merchantability, or fitness, suitability, value or adequacy of Lot 2 for any particular purpose; (v) the zoning or other legal status of Lot 2 or any other public or private restrictions on use of Lot 2; (vi) the compliance of Lot 2 or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity or the compliance of Lot 2 with Environmental Laws; (vii) the presence of Hazardous Substances on, under or about Lot 2 or the adjoining or neighboring property; (viii) the quality of any labor and materials used in any improvements on Lot 2; (ix) the value, economics of the operation or income potential of Lot 2; or (x) any other fact or condition which may affect Lot 2, including, without limitation, the physical condition, value, economics of operation or income potential of Lot 2.

22. Notices and Contacts. Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally; (ii) by a reputable overnight courier; (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid; or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party will have the right to change the address or the addressee, or both, for all future notices to the other Party, but no notice of a change of addressee or address will be effective until actually received.

City Draft 3/20/26

Additionally, the individuals noted as “Designated Contact” below will be the designated contact person for each Party that should be contacted regarding the subject matter of this Agreement.

Notices to the City will be addressed to, and delivered at, the following address:

City of Des Plaines
1420 Miner Street
Des Plaines, Illinois 60018
Attention: City Manager
E-mail: dwisniewski@desplainesil.gov

With a copy to:

Elrod Friedman LLP
City Attorney
350 N. Clark Street, 2nd Floor
Chicago, Illinois 60654
Attention: Peter M. Friedman
E-mail: peter.friedman@elrodfriedman.com

The City designated contact person is:

Designated Contact Person: Tim Watkins, Public Works Director
E-mail: twatkins@desplainesil.gov
Phone: (847)391-5468

Notices to the Camp Ground will be addressed to, and delivered at, the following address:

Chicago District Camp Ground
1250 Camp Ground Road
Des Plaines, Illinois 60016 _____
Attention: Daniel Amarei
E-mail: damarei1@gmail.com

With a copy to:

MacDonald, Lee & Senechalle, Ltd.
Attorney for Chicago District Camp Ground Association
2300 Barrington Road, Suite 220
Hoffman Estates, Illinois 60169
Attention: R. Andrew Smith
E-mail: andrewsmith@pmllegal.com

The Camp Ground designated contact person is:

Designated Contact Person: Daniel Amarei
E-mail: damarei1@gmail.com
Phone: 773-968-3551

23. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which, taken together, will constitute a single instrument.

24. Captions. The section headings in the Agreement are for convenience and reference only and will not in any way affect the meaning or interpretation of the Agreement.

25. Warranty of Authority. Each Party executing this Agreement warrants to the other that it has the authority to act for and bind the Party or Parties for which it executes this Agreement.

26. Free and Voluntary Acts. Each Party enters into this Agreement as a free and voluntary act, with full knowledge of its legal consequences. No Party has relied on any information or representations that are not set forth in this Agreement.

27. Satisfactory Documentation. The Parties will execute any other documents and take any other action as may be reasonably necessary to further the purposes of this Agreement.

28. Uncontrollable Circumstances.

A. For the purposes of this Agreement, “*Uncontrollable Circumstance*” means any of the following events and circumstances that are unavoidable or that the Party could not prevent or overcome through reasonable efforts and due diligence, and that will actually, demonstratively, adversely, and materially affect the ability of the Party to carry out its obligations under Sections 3.A(i), 4.B(iv), 4.B(v)(1), and 4.C of this Agreement:

(i) insurrection, riot, civil disturbance, sabotage, act of public enemy, explosion, nuclear incident, war, or naval blockade;

(ii) epidemic or pandemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, other extraordinary weather conditions preventing performance of work, or other similar Act of God; or

(iii) strikes, lockouts, or labor disputes, other than those caused by the unlawful acts of the Party, its partners, or affiliated entities.

“Uncontrollable Circumstance” does not include: (i) delays caused by weather conditions, unless the weather conditions are unusually severe or abnormal considering the time of year and the particular location involved; or (ii) economic hardship, impracticability of performance, commercial, economic, or market conditions, or a failure of performance by a contractor (except as caused by events that are Uncontrollable Circumstances as to the contractor).

City Draft 3/20/26

B. If a Party claims an Uncontrollable Circumstance, it shall, as soon as practicable after it knows or should have known of the Uncontrollable Circumstance, provide the other Party with written notice describing the details of the Uncontrollable Circumstance, the anticipated length of delay due to the Uncontrollable Circumstance, and any other effect of the Uncontrollable Circumstance on the Party's completion of the applicable obligation. If the Party timely provides such notice of the Uncontrollable Circumstance, the Party shall not be liable for a breach of this Agreement for failure or delay in complying with the applicable obligation because of the Uncontrollable Circumstance, and the time for completion of the applicable obligation shall be extended, provided that such extension of time is of no longer duration than is required by the effects of the Uncontrollable Circumstance, and that the Party continually uses reasonable efforts to alleviate and mitigate the cause and effects of the Uncontrollable Circumstance and remedy its inability to perform.

In witness whereof, the Parties have duly executed this Agreement, consisting of 16 typewritten pages excluding Exhibits A, B, and C to this Agreement, as of the Effective Date.

CITY OF DES PLAINES

CHICAGO DISTRICT CAMP GROUND ASSOCIATION

By: _____
Its: _____
Date: _____

Signed by:
By: Daniel Amari
Its: President
Date: 4/14/2026

CHICAGO DISTRICT CAMP GROUND, INC.

Signed by:
By: Daniel Amari
Its: President
Date: 4/14/2026

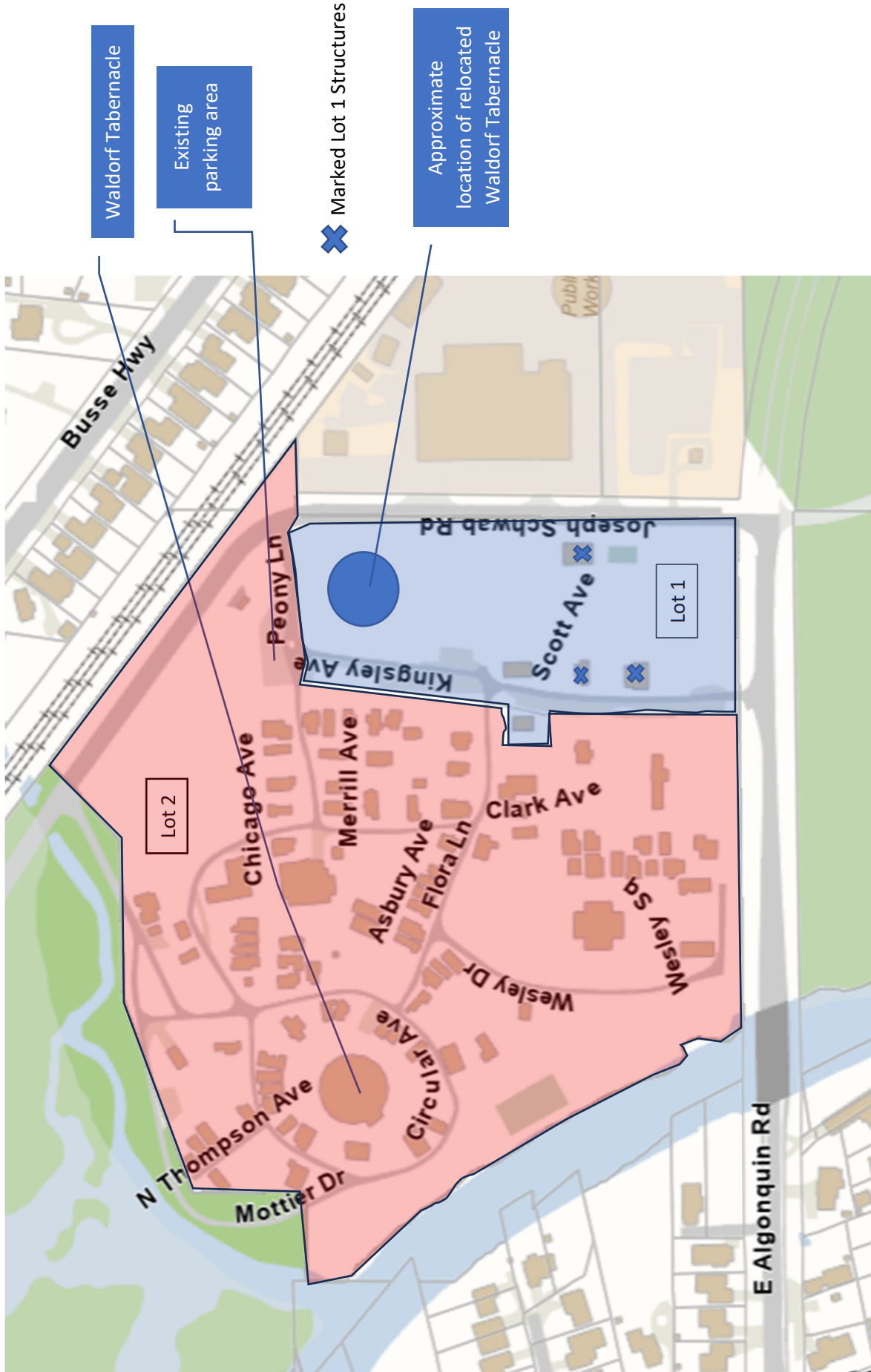
EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

ALL THAT PART OF THE NORTH ½ OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST ¼ OF SAID SECTION AND RUNNING THENCE WEST ON THE SOUTH LINE OF SAID QUARTER TO THE CENTER OF THE DES PLAINES RIVER; THENCE ALONG SAID RIVER TO THE WEST LINE OF THE EAST ½ OF THE NORTHWEST ¼; THENCE NORTH ON THE WEST LINE, A DISTANCE OF 4.20 CHAINS; THENCE NORTH 89 DEGREES EAST, A DISTANCE OF 1.82 CHAINS; THENCE NORTH, A DISTANCE OF 3 CHAINS; THENCE NORTH 70 DEGREES EAST, A DISTANCE OF 5.44 CHAINS; THENCE NORTH 89 DEGREES EAST, A DISTANCE OF 4.18 CHAINS; THENCE NORTH 54 DEGREES EAST, A DISTANCE OF 3.12 CHAINS TO THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE TO A POINT IN SAID SOUTHERLY LINE, WHICH IS 2.18 CHAINS EAST OF THE EAST LINE OF SAID NORTHWEST ¼ THENCE WEST, A DISTANCE OF 2.18 CHAINS TO THE EAST LINE OF SAID NORTHWEST ¼; THENCE SOUTH TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT B



**EXHIBIT C
DISMISSAL ORDER**

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
SECOND MUNICIPAL DISTRICT**

City of Des Plaines,)	
)	
Plaintiff,)	Case No. 2021 M2 001319
)	
v.)	
)	
Chicago District Camp Ground, Inc.,)	
Chicago District Camp Ground)	
Association, Unknown Owners and Non-)	
Record Claimants,)	
Defendants.)	

AGREED DISMISSAL ORDER

This cause coming to be heard, the parties being in agreement, and the Court being advised in the premises, it is hereby ordered that:

1. This matter is dismissed without prejudice at this time pursuant to the parties' _____, 2026 "*Settlement Agreement and Mutual Release*" ("***Settlement Agreement***"), with each party to bear its own costs and attorneys' fees; upon "Closing", as provided in the Settlement Agreement, a separate order will be entered dismissing this matter with prejudice.
2. Any previously-scheduled status dates and filing deadlines are hereby stricken.
3. The court retains jurisdiction of this matter for the purpose of enforcement of the Settlement Agreement.

Agreed:

City of Des Plaines
By: Its Attorney
Peter Friedman

Chicago District Camp Ground, Inc.
Chicago District Camp Ground Association
By: Their Attorney
R. Andrew Smith

ENTERED:

Prepared by:
Peter M. Friedman
Elrod Friedman LLP
350 N. Clark Street, Second Floor
Chicago, Illinois 60654
Phone: (312) 528-5192
peter.friedman@elrodfriedman.com

Judge Judge's No.