



**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE VILLAGE OF RIVERWOODS
CONCERNING THE CONVEYANCE OF PROPERTY AND
SITE IMPROVEMENTS AT 3750 W. DEERFIELD ROAD
NECESSARY FOR THE UPCOMING ROADWAY IMPROVEMENTS TO
DEERFIELD ROAD FROM MILWAUKEE AVENUE TO SAUNDERS ROAD**

THIS AGREEMENT entered into this ____ day of September, A.D. 2024, by and between the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board, hereinafter referred to as the COUNTY, and the VILLAGE OF RIVERWOODS, an Illinois Municipal Corporation, acting by and through its President and Village Board, hereinafter referred to as the VILLAGE. The COUNTY and the VILLAGE may hereinafter be referred to collectively as “parties” and individually as a “party” to THIS AGREEMENT.

WITNESSETH

WHEREAS, the COUNTY proposes to facilitate the free flow of traffic and ensure the safety of the traveling public and desires to make certain permanent roadway and non-motorized facility improvements to Deerfield Road between Milwaukee Avenue and Saunders Road; including road reconstruction and widening, multi-use path, sidewalk, street lighting, watermain and sanitary sewer modifications, storm sewer installation, stormwater improvements regarding compensatory storage and detention, and signal interconnection, the above-listed construction work items, plus any other necessary associated work items, shall hereinafter be referred to as the ROADWAY IMPROVEMENT. The ROADWAY IMPROVEMENT shall also be referred to as COUNTY Section 15-00038-07-WR; and,

WHEREAS, as identified in the Phase I Engineering Study, in order to construct the ROADWAY IMPROVEMENT, the County needs to acquire 1.141 acres of fee simple right-of-way, 2.927 acres of permanent easement and 0.611 acres of temporary construction easement, more or less, over a portion of property located at 3750 W. Deerfield Road, identified as PIN 15-26-300-019, also known as the “FEDERAL LIFE PROPERTY”; and,

WHEREAS, the VILLAGE is intending to acquire and subdivide the FEDERAL LIFE PROPERTY into multiple lots, one of which will be conveyed to the LINCOLNSHIRE-RIVERWOODS FIRE PROTECTION DISTRICT, a fire protection district of the County of Lake, State of Illinois (the “DISTRICT”) for improvement as a fire station; and other lots resulting from the subdivision will be reserved for stormwater detention and compensatory storage, vehicular access and future uses, as illustrated on the site concept drainage plan attached as EXHIBIT A to THIS AGREEMENT, which, by reference herein is hereby made a part hereof; and,

WHEREAS, the VILLAGE and DISTRICT have executed a purchase agreement with the owner of the FEDERAL LIFE PROPERTY and have themselves entered into an intergovernmental agreement to coordinate the acquisition and improvement of the FEDERAL LIFE PROPERTY, including the construction of an access road by the VILLAGE (the “ACCESS ROAD”) as shown in EXHIBIT D to THIS AGREEMENT, to provide ingress and egress for the new fire station from and to Deerfield Road; and,

WHEREAS, in connection with the ROADWAY IMPROVEMENT, the COUNTY plans to perform grading, excavation and storm sewer installation on the FEDERAL LIFE PROPERTY to create approximately 5.29 acre-feet of storage required for the ROADWAY IMPROVEMENT along with an additional 0.70 acre-feet of storage for VILLAGE needs (collectively, “COMP STORAGE AND DETENTION”) [assuming a normal water elevation of 638.0, 10-year elevation of 642.35 and 100-year elevation of 645.3]; and,

WHEREAS, the current Plat of Highways (hereinafter, the “PLAT OF HIGHWAYS”) showing the parcels to be acquired as right-of-way (as Parcel 1O30006) (“RIGHT-OF-WAY”), temporary easement property (Parcel 1NU0006TE) (the “TEMPORARY EASEMENT”) and permanent easement property (Parcel 1O30006PE) (the “PERMANENT

EASEMENT”) is attached as EXHIBIT B to THIS AGREEMENT, which, by reference herein, is hereby made a part hereof; and,

WHEREAS, the COUNTY has offered to compensate the owner of the FEDERAL LIFE PROPERTY for the acquisition of the RIGHT-OF-WAY, TEMPORARY EASEMENT and PERMANENT EASEMENT, in the amount of \$1,040,000.00 (the “COMPENSATION”) which was determined as part of on an independent property appraisal performed on the FEDERAL LIFE PROPERTY; and,

WHEREAS, the PERMANENT EASEMENT as shown in the PLAT OF HIGHWAYS is no longer the most effective solution for the implementation of the COMP STORAGE AND DETENTION, and the parties recognize that the acquisition of the FEDERAL LIFE PROPERTY by the VILLAGE AND DISTRICT will create new opportunities for intergovernmental cooperation; and,

WHEREAS, the parties agree that if the VILLAGE acquires the FEDERAL LIFE PROPERTY, then the PERMANENT EASEMENT as anticipated in the PLAT OF HIGHWAYS will need to be updated to cover the COMP STORAGE AND DETENTION AREA (the “MODIFIED PERMANENT EASEMENT”) and the TEMPORARY EASEMENT will need to be updated to reflect installation of the ACCESS ROAD, which is now intended to occur before the ROADWAY IMPROVEMENT is performed (the “MODIFIED TEMPORARY EASEMENT”); and,

WHEREAS, the legal description for the RIGHT-OF-WAY attached as EXHIBIT C to THIS AGREEMENT, which, by reference herein, is hereby made a part hereof; and the legal descriptions for the MODIFIED TEMPORARY EASEMENT and MODIFIED PERMANENT EASEMENT (together with the RIGHT-OF-WAY, collectively, the “LAND ACQUISITION”) will be developed by the parties as provided below in Section IV below); and

WHEREAS, the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq., (hereinafter, the “ACT”) authorizes units of local government to agree to transfer land between said units of local government; and,

WHEREAS, pursuant to the ACT, the VILLAGE may convey and grant the LAND ACQUISITION to the COUNTY upon such terms as may be agreed upon by the corporate authorities of the VILLAGE and the COUNTY and subject to the provisions of such ACT; and,

WHEREAS, in consideration of the mutual promises and covenants set forth in THIS AGREEMENT, the VILLAGE agrees to convey and grant the LAND ACQUISITION to the COUNTY, and the COUNTY agrees to pay the COMPENSATION to the VILLAGE, and the parties will perform their respective obligations set forth herein; and,

WHEREAS, the parties are also desirous of providing by this Agreement for the design and construction of the COMP STORAGE AND DETENTION and landscape buffers (the “SITE IMPROVEMENTS”), the future maintenance of the COMP STORAGE AND DETENTION AREA, and the allocation of all related costs and responsibilities; and,

WHEREAS, the parties acknowledge that this Agreement does not address the VILLAGE’S cost participation, maintenance obligations and property conveyance in connection with the ROADWAY IMPROVEMENT (which are outside of the SITE IMPROVEMENTS), which will be identified pursuant to a separate agreement in advance of the ROADWAY IMPROVEMENT; and,

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and Section 10 of Article VII of the Illinois Constitution, allows and encourages intergovernmental cooperation; and

WHEREAS, the ROADWAY IMPROVEMENT to Deerfield Road (COUNTY Highway A47) as heretofore described will be of immediate benefit to the residents of the COUNTY and the VILLAGE;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, made and pursuant to all applicable statutes, local ordinances, and authority, the COUNTY and the VILLAGE do hereby enter into the following:

**SECTION I.
Recitals/Headings**

1. It is mutually agreed by and between the parties hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. It is mutually agreed by and between the parties hereto that the “headings” as contained in this AGREEMENT are for reference only and the actual written provisions, paragraphs and words of THIS AGREEMENT shall control.

**SECTION II.
Overall Site Plan for FEDERAL LIFE PROPERTY
Access to Deerfield Road; Utility Stub-Ins**

1. The preliminary concept plan for the DISTRICT station to be constructed on a on portion of the FEDERAL LIFE PROPERTY (the “DISTRICT SITE”) is attached as EXHIBIT D to THIS AGREEMENT, which, by reference herein is hereby made a part hereof. Both parties acknowledge this is attached for reference purposes only and does not constitute approval of access and improvements to Deerfield Road by the Lake County Division of Transportation (hereinafter “LCDOT”).
2. The LCDOT agrees to review and provide comments on the DISTRICT’S plan, related to access and improvements to Deerfield Road, within thirty (30) days after the DISTRICT’S submittal of engineering plans to the COUNTY.
3. When the COUNTY is finalizing the plans for the ROADWAY IMPROVEMENT, the COUNTY will incorporate the ACCESS ROAD as the main entrance to the FEDERAL LIFE PROPERTY to match up to the new proposed right-of-way line of Deerfield Road. The County will allow a temporary construction access to the FEDERAL LIFE PROPERTY to allow the VILLAGE to perform the SITE IMPROVEMENTS, the exact location and exact details of the temporary access is subject to engineering review by the LCDOT Permit Department.
4. Prior to the construction of the ROADWAY IMPROVEMENTS, and in order to implement improved sanitary sewer and water services to the DISTRICT parcel, the VILLAGE, at VILLAGE EXPENSE, may install VILLAGE sanitary sewer and/or water mains to be stubbed at a point in or near the ACCESS ROAD on the FEDERAL LIFE PROPERTY and then run south underneath Deerfield Road to the south side of Deerfield Road. The VILLAGE will be subject to LCDOT provisions concerning municipal utilities in the COUNTY right-of-way. Since this utility work is to occur prior to the ROADWAY IMPROVEMENTS, the COUNTY will coordinate with the VILLAGE to allow such construction to occur.

**SECTION III.
The Design, Construction and Maintenance of the SITE IMPROVEMENTS
COUNTY Responsibilities and VILLAGE Responsibilities**

1. The VILLAGE agrees to prepare, or cause to be prepared, the necessary surveys, design engineering plans and specifications and contract letting documents for the SITE IMPROVEMENTS (hereinafter “PLANS”), with reimbursement from the COUNTY as hereinafter stipulated. The PLANS will be submitted to the COUNTY for comment and approval in accordance with LCDOT policies and standards, with subsequent rounds of submission until the parties have each approved the PLANS, such approval not to be unreasonably withheld. In addition, the COUNTY will provide coordination of all required reviews/approvals by the Illinois Department of Transportation (IDOT) as the ROADWAY IMPROVEMENT is following the federal aid process which is administered by IDOT. The PLANS will include (a) construction of the COMP STORAGE AND DETENTION providing capacity not less than what is identified above and shown in EXHIBIT A; (b) design with wet or dry bottom basin with native seed mix, and incorporating varying 4:1 or 5:1 slope within the COMP STORAGE AND DETENTION AREA to promote excellence in native landscape design; (c) paths to

access the COMP STORAGE AND DETENTION AREA by personnel and equipment for future maintenance; and (d) preliminary grading for the ACCESS ROAD and DISTRICT SITE. The VILLAGE agrees to cause the PLANS to be submitted to the COUNTY for review no later than January 30, 2025, in order that the schedule contemplated in the next section can be achieved.

2. It is mutually agreed by and between the parties hereto that the SITE IMPROVEMENTS will be processed, let, administered and awarded by the VILLAGE, unless the parties subsequently mutually agree otherwise. The construction bid package for the SITE IMPROVEMENTS will be submitted to the COUNTY for review and comment before the contract is awarded. As of this writing, the anticipated letting date for the SITE IMPROVEMENTS is Summer 2025. The VILLAGE, at the request of the COUNTY, will delay the letting date, to secure compliance with all permit conditions of the Lake County Stormwater Management Commission and IDOT, to the extent applicable to the SITE IMPROVEMENTS or necessary for the COUNTY'S financing. If the delay is such that the VILLAGE cannot reasonably complete the SITE IMPROVEMENTS before the ROADWAY IMPROVEMENT commences, then the parties will amend THIS AGREEMENT to return responsibility for the SITE IMPROVEMENTS to the COUNTY.
3. The contract let by the VILLAGE for the SITE IMPROVEMENTS will contain provisions authorizing the COUNTY to assume control of the contract, at the option of the COUNTY, or terminate such contract and engage a replacement contractor, under the following conditions: if the SITE IMPROVEMENTS are not substantially complete in time for the ROADWAY IMPROVEMENTS (other than for unavoidable causes) due to issues with the contractor or supervision by the VILLAGE, the COUNTY shall have the right to construct the COMP STORAGE AND DETENTION per the PLANS approved by the parties. The VILLAGE agrees to provide the MODIFIED PERMANENT EASEMENT to the COUNTY, whether it is the VILLAGE or the COUNTY that completes the SITE IMPROVEMENTS. The VILLAGE agrees to reimburse the COUNTY for any reasonable additional costs the COUNTY may have in assuming the responsibility for the completion of the SITE IMPROVEMENTS.
4. The VILLAGE shall require the successful bidder to name the COUNTY as an additional insured on any liability coverage required pursuant to such contracts with respect to any contract work performed related to the SITE IMPROVEMENTS within any COUNTY right-of-way and require the successful bidder to indemnify and hold harmless the COUNTY.
5. The VILLAGE agrees to cause the SITE IMPROVEMENTS to be constructed, as detailed in the PLANS, and to provide Construction Engineering Supervision for the SITE IMPROVEMENTS, with reimbursement from the COUNTY as follows:

The COUNTY agrees to reimburse the VILLAGE for one hundred percent (100%) of all engineering and construction costs associated with the SITE IMPROVEMENTS necessary for the ROADWAY IMPROVEMENT [One hundred percent (100%) of the cost of Construction, one hundred percent (100%) of Design Engineering costs and one hundred percent (100%) of the Construction Engineering Supervision costs]; provided, however, any costs associated with site improvements required by the VILLAGE but not required for the ROADWAY IMPROVEMENT (such as demolition of the existing buildings and site infrastructure, final grading and paving of the Access Road, lighting for the Access Road, signage, play equipment, or structures, such as gazebos, benches, or picnic facilities) shall be paid for 100% by the VILLAGE; provided, further, all such construction costs shall be incurred pursuant to a contract let to the lowest responsible bidder, the fees for Design Engineering shall not exceed seven percent (7%) of the construction costs, and the fees for Construction Engineering Supervision shall not exceed ten percent (10%) of the construction costs, except as otherwise agreed by the parties. At this time, the COUNTY'S share of all engineering and construction costs associated with the SITE IMPROVEMENTS is estimated to be \$1,250,000.

6. The COUNTY further agrees that upon award of the construction contract, the COUNTY will pay to the VILLAGE within thirty (30) days of the receipt of an invoice from the VILLAGE, in a lump sum amount based on awarded contract unit prices for the SITE IMPROVEMENTS, an amount equal to ninety five percent (95%) of its obligation for the SITE IMPROVEMENTS. Such lump sum payments may be requested in installments

as the SITE IMPROVEMENTS progress. The COUNTY further agrees to pay the remaining five percent (5%) of its obligation for the SITE IMPROVEMENTS upon completion of the SITE IMPROVEMENTS, in a lump sum amount within thirty (30) days of the receipt of an invoice from the VILLAGE. Final obligation shall be based on the final costs and final contract quantities at contract unit prices for actual work performed for the SITE IMPROVEMENTS.

7. The VILLAGE further agrees to accept full responsibility for ownership, maintenance and operation of the VILLAGE-owned portions of the FEDERAL LIFE PROPERTY including the COMP STORAGE AND DETENTION AREA. The VILLAGE further agrees to indemnify and hold harmless the COUNTY, its elected officials and its duly appointed officials, agents, officers, employees and representatives, and the LCDOT, its duly appointed officials, agents, officers, employees and representatives from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments and demands (collectively referred to hereinafter as "claims") arising from and relating to the maintenance and operation of the COMP STORAGE AND DETENTION AREA as heretofore described.
8. The VILLAGE shall take no action that would prohibit, hinder, interfere with, block, re-route, diminish, or lessen or render ineffective, in any manner or form, the COMP STORAGE AND DETENTION AREA. It is further agreed by and between the parties hereto that no grading, buildings, signs, conduits, cables, wires, sewers, pipes, watermains, vaults, transmissions lines, fencing, landscaping, or other such features, facilities or structures shall be placed in such a manner as to be in conflict with the purposes to be served by COMP STORAGE AND DETENTION AREA.
9. The VILLAGE agrees that the COUNTY has no responsibility for any future improvements to the FEDERAL LIFE PROPERTY, including final grading and paving of the Access Road, lighting for the Access Road, signage, play equipment, or structures, such as gazebos, benches, or picnic facilities, and any future traffic signal that may be warranted at the Access Road and Deerfield Road.

SECTION IV.
Conveyance of RIGHT-OF-WAY and
Granting of MODIFIED PERMANENT EASEMENT and
TEMPORARY EASEMENT by the VILLAGE

1. The parties acknowledge that pursuant to the ACT, the VILLAGE may convey and grant the LAND ACQUISITION to the COUNTY upon such terms as may be agreed upon by the corporate authorities of the VILLAGE and the COUNTY and subject to the provisions of the ACT.
2. The VILLAGE and the DISTRICT have agreed to approve a subdivision plat for the FEDERAL LIFE PROPERTY (the "SUBDIVISION PLAT") which shall include a grant and dedication of the RIGHT-OF-WAY in accordance with the PLAT OF HIGHWAYS, such that upon recording the SUBDIVISION PLAT, the RIGHT-OF-WAY will be dedicated to the COUNTY for public roadway purposes. The VILLAGE anticipates the closing of the acquisition of the FEDERAL LIFE PROPERTY in October or November 2024. However, if the SUBDIVISION PLAT is not finalized in time for the closing, the VILLAGE will convey the DISTRICT SITE to the DISTRICT by metes and bounds conveyance, and subsequently as the PLANS progress to final approval and before letting the contract for construction of the SITE IMPROVEMENTS, the VILLAGE will cause the SUBDIVISION PLAT to be finalized and recorded to accomplish the grant and dedication of the RIGHT-OF-WAY. The VILLAGE acknowledges that the SUBDIVISION PLAT will need to be reviewed, approved and executed by the County Engineer in accordance with state statutes.
3. The COUNTY agrees to prepare all necessary land acquisition and related conveyance documents for the granting of the MODIFIED TEMPORARY EASEMENT, which shall be reasonably consistent with the PLAT OF HIGHWAYS. The VILLAGE will coordinate with the DISTRICT for both parties to execute any necessary conveyance documents for the MODIFIED TEMPORARY EASEMENT, upon request of the COUNTY.

4. When the PLANS are approved by the parties pursuant to Section III hereof, the VILLAGE agrees to provide a legal description for the MODIFIED PERMANENT EASEMENT and a corresponding plat of easement setting forth restrictive covenants to preserve the COMP STORAGE AND DETENTION installed in accordance with Lake County Stormwater Management Commission requirements (the "PLAT OF EASEMENT"). The VILLAGE further agrees to have an as-built survey prepared to verify the COMP STORAGE AND DETENTION volumes provided upon completion of the SITE IMPROVEMENTS. The VILLAGE agrees to execute and deliver the PLAT OF EASEMENT to the County for recording upon the approval of the PLAT OF EASEMENT by the COUNTY.
5. If feasible, the COUNTY agrees to cause the COMPENSATION to be paid to the VILLAGE by wire transfer of funds into the closing escrow that the VILLAGE will establish to consummate the closing of the acquisition of the FEDERAL LIFE PROPERTY. The parties shall cooperate for the COUNTY to have reasonable advance notice of the details of the closing escrow, date and time in order to be ready for the wire transfer. In the event that the wire transfer is not feasible or practical, the COUNTY agrees to provide a check to the VILLAGE in the amount of the COMPENSATION within thirty (30) days of the closing.

SECTION V.

Future Agreement for the ROADWAY IMPROVEMENT Project

1. Both parties understand that THIS AGREEMENT is related to SITE IMPROVEMENTS and conveyance of property related specifically to the FEDERAL LIFE PROPERTY and that there is a need for a separate agreement for the ROADWAY IMPROVEMENT project. The future ROADWAY IMPROVEMENT agreement will be prepared by the COUNTY subject to review and approval by the VILLAGE. It is mutually agreed by and between the parties hereto that the subsequent agreement will include, but not be limited to, the following terms (but the following terms are a general guide and the particular details are subject to the definitive subsequent agreement):
 - a. The County agrees to design and construct the ROADWAY IMPROVEMENT project, subject to reimbursement by the VILLAGE as identified below.
 - b. The Village will be responsible for the Village local share of the engineering and construction cost of any sidewalk and pedestrian crossing improvements.
 - c. The Village will be responsible for the COUNTY'S cost in effectuating any modification to VILLAGE-owned facilities, such as water main, less any federal funding that could be available for this work.
 - d. The Village will assume ownership and maintenance responsibility for the sidewalk and pedestrian crossings and will continue ownership and maintenance responsibility of VILLAGE-owned facilities such as any water main.
 - e. The Village will convey to the COUNTY the necessary VILLAGE-owned property, either right-of-way or easements, identified as Deerfield Road Project R-91-008-16, Parcels 1030007, 1030011, 1030026 and 10030039, as necessary to construct the ROADWAY IMPROVEMENT (the parcels in this subsection e. are separate from the LAND ACQUISITION described herein). The Village will approve these conveyances without receiving compensation from the COUNTY, except to the extent necessary to offset the costs of relocating signage, plantings and lighting which must be relocated for the permanent easement over Parcel 1030011.

SECTION VI.

General Provisions

1. It is mutually agreed by and between the parties hereto that nothing contained in THIS AGREEMENT is intended or shall be construed as, in any manner or form, creating or establishing a relationship of co-partners between the parties hereto, nor is the VILLAGE (including its elected officials, duly appointed

officials, employees and agents), to be construed to be the agent, representative or employee of the COUNTY for any purpose or in any manner, whatsoever, or the COUNTY (including its elected officials, duly appointed officials, employees and agents), the agent, representative or employee of the VILLAGE for any purpose or in any manner, whatsoever. The VILLAGE is to be and shall remain independent of the COUNTY, and vice versa, with respect to all services performed under THIS AGREEMENT.

2. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY ENGINEER to maintain, operate, improve, construct, reconstruct, repair, manage, widen or expand COUNTY Highways as may be best determined, as provided by law.
3. It is mutually agreed by and between the parties hereto that each party warrants and represents to the other party and agrees that: (1) THIS AGREEMENT is executed by duly authorized agents or officers of such party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them, pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be specifically enforceable against each party; and (3) THIS AGREEMENT does not violate any presently existing provision of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such party.
4. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on the first day of the month which follows the date that the last authorized agent of the parties hereto affixes his/her signature.
5. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be enforceable in the Circuit Court of Lake County by each of the parties hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.
6. It is mutually agreed by and between the parties hereto that the provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this AGREEMENT.
7. It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein, and that THIS AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof.
8. It is mutually agreed by and between the parties hereto that any alterations, amendments, deletions or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.
9. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. No party hereto may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the other party, except as provided for in THIS AGREEMENT.
10. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
11. Except where otherwise provided in THIS AGREEMENT, the term THIS AGREEMENT shall be perpetual in nature and terminable only by the mutual written agreement of both parties. Notwithstanding the foregoing, if the VILLAGE is unable to consummate the purchase of the FEDERAL LIFE PROPERTY by

November 30, 2024, the parties shall mutually terminate THIS AGREEMENT, and nothing herein shall prevent the COUNTY from pursuing its acquisition of the LAND ACQUISITION from such owner.

12. The following Exhibits are attached to and hereby incorporated as a part of THIS AGREEMENT:

EXHIBIT A	Site Concept Drainage Plan
EXHIBIT B	Plat of Highways
EXHIBIT C	Legal Description For Right Of Way
EXHIBIT D	Federal Life Redevelopment Concept Plan

13. All notices, demands, requests for reimbursement or other communications under THIS AGREEMENT shall be in writing and shall be deemed to have been given when the same are deposited in the United States mail, either by registered or certified mail, postage prepaid, return receipt requested, by delivery or by a recognized courier of overnight mail delivery, addressed in each case, to the party to whom notice is directed, at its address as hereinafter set forth (or at such other address as each party may designate by notice to the other). The addresses of the parties are as follows:

County:	600 West Winchester Road Libertyville, IL 60048-1381 Attention: Director of Transportation Engineering
Village:	Village of Riverwoods 300 Portwine Road Riverwoods, IL 60015 Attention: Village President

Signature Page is Next.

VILLAGE OF RIVERWOODS

ATTEST:

Danice Moore
Village Clerk

By: _____
Kristine L. Ford
President

Date: _____

RECOMMENDED FOR EXECUTION

Shane E. Schneider, P.E.
Lake County Director of Transportation/
County Engineer

COUNTY OF LAKE

ATTEST:

Anthony Vega
Clerk
Lake County

By: _____
Sandra Hart
Chair, Lake County of Board

Date: _____

For BOT August 20, 2024

**EXHIBIT A
SITE CONCEPT DRAINAGE PLAN**

REQUIRED VOLUMES for COMBINED FACILITY

LCDOT REQUIREMENTS

FLOODPLAIN @ 1:1	DETENTION
NWL-10 YEAR=1.29 AC-FT	1.10 AC-FT
10-100-YEAR= 2.05 AC-FT	
COMP STORAGE ABOVE 1:1	
0.85 AC-FT	
TOTAL VOLUME REQUIRED: 5.29 AC-FT	

ACCES ROAD AND VILLAGE REQUIREMENTS (ASSUMED)

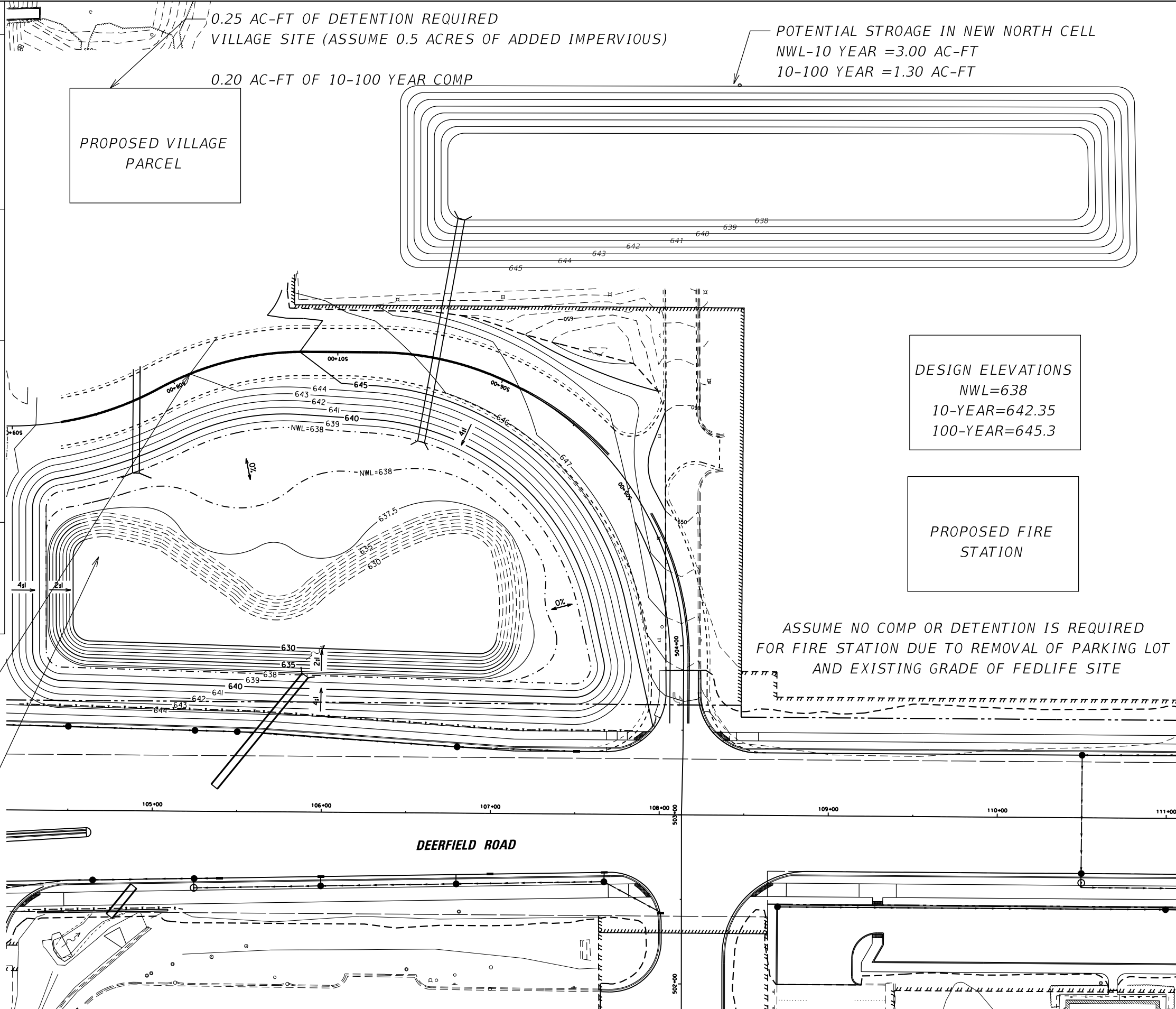
COMP STORAGE	DETENTION
NWL-10 YEAR= 0.00 AC-FT	0.50 AC-FT
10-100-YEAR= 0.20 AC-FT	
TOTAL VOLUME REQUIRED: 0.70 AC-FT	

COMBINED VOLUMES

FLOODPLAIN @ 1:1	DETENTION
NWL-10 YEAR=1.29 AC-FT	1.60 AC-FT
10-100-YEAR= 2.25 AC-FT	
COMP STORAGE ABOVE 1:1	
0.85 AC-FT	
TOTAL VOLUME REQUIRED: 5.99 AC-FT	

CONCEPTUAL VOLUMES PROVIDED

NWL-10 YEAR=4.90 AC-FT
10-100-YEAR= 2.25 AC-FT
TOTAL VOLUME PROVIDED: 7.15 AC-FT
1.16 AC-FT EXCESS (NWL-10 YEAR)



FILE NAME =	USER NAME = edburke	DESIGNED -	REVISED -	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	DEERFIELD ROAD RECONSTRUCTION FEDERAL LIFE SITE CONCEPT DRAINAGE PLAN	F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.	
N:\LCDOT\190304\0003A\Drain\Exhibits\BASIN_Volumes_190304_0003A - Concept.SHT	PLOT SCALE = 60.00' / in.	DRAWN -	REVISED -			1257	15-00038-07-WR	LAKE	\$TOT		
Default	PLOT DATE = 6/18/2024	CHECKED -	REVISED -			SCALE: SHEET OF SHEETS STA. TO STA.		CONTRACT NO.			
		DATE -	REVISED -			ILLINOIS FED. AID PROJECT					

For BOT August 20, 2024

**EXHIBIT B
PLAT OF HIGHWAYS**

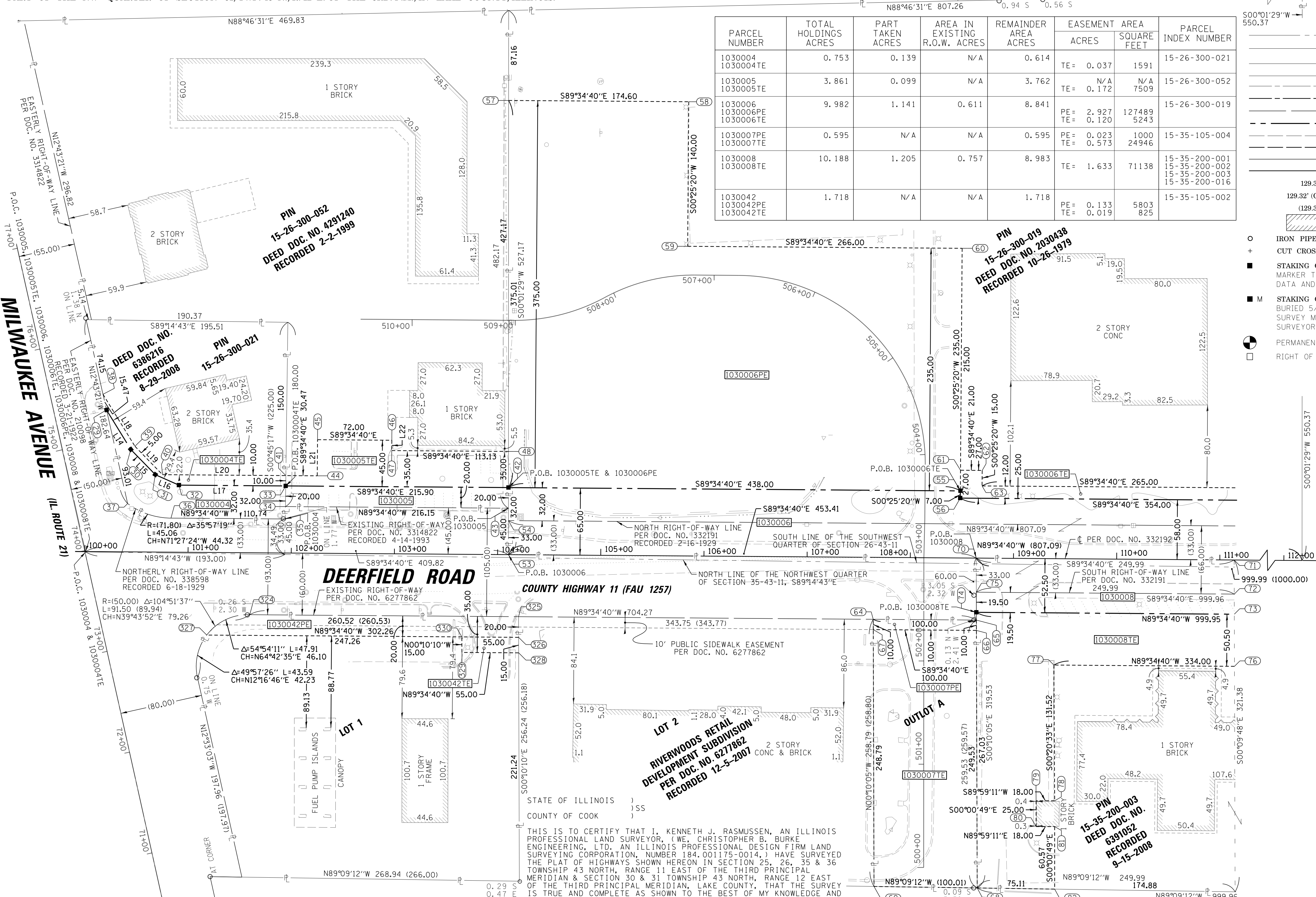
PART OF THE SW & SE QUARTER OF SECTION 26, TWP. 43 N., R. 11 E. OF THE 3RD. P.M., IN LAKE COUNTY, ILLINOIS.
 PART OF THE SW & SE QUARTER OF SECTION 25, TWP. 43 N., R. 11 E. OF THE 3RD. P.M., IN LAKE COUNTY, ILLINOIS.
 PART OF THE SW QUARTER OF SECTION 30, TWP. 43 N., R. 12 E. OF THE 3RD. P.M., IN LAKE COUNTY, ILLINOIS.
 PART OF THE NW & NE QUARTER OF SECTION 35, TWP. 43 N., R. 11 E. OF THE 3RD. P.M., IN LAKE COUNTY, ILLINOIS.
 PART OF THE NW & NE QUARTER OF SECTION 36, TWP. 43 N., R. 11 E. OF THE 3RD. P.M., IN LAKE COUNTY, ILLINOIS.
 PART OF THE NW QUARTER OF SECTION 31, TWP. 43 N., R. 12 E. OF THE 3RD. P.M., IN LAKE COUNTY, ILLINOIS.

LEGEND

SECTION CORNER 16 QUARTER SECTION CORNER 15

- SECTION / QUARTER SECTION LINE
- PLATTED LOT LINES
- PROPERTY (DEED) LINE
- APPARENT PROPERTY LINE
- EXISTING CENTERLINE
- PROPOSED CENTERLINE
- EXISTING RIGHT OF WAY LINE
- PROPOSED RIGHT OF WAY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- AC - EXISTING ACCESS CONTROL LINE
- AC - PROPOSED ACCESS CONTROL LINE
- MEASURED DIMENSION
- COMPUTED DIMENSION
- RECORDED DIMENSION
- EXISTING BUILDING
- IRON PIPE OR ROD FOUND
- CUT CROSS FOUND OR SET
- STAKING OF PROPOSED RIGHT OF WAY. SET DIVISION OF HIGHWAYS SURVEY MARKER TO MONUMENT THE POSITION SHOWN, IDENTIFIED BY INSCRIPTION DATA AND SURVEYORS REGISTRATION NUMBER.
- STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. BURIED 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
- PERMANENT SURVEY MARKER, I.D.O.T. STANDARD 2135 (TO BE SET BY OTHERS)
- RIGHT OF WAY STAKING PROPOSED TO BE SET

PARCEL NUMBER	TOTAL HOLDINGS ACRES	PART TAKEN ACRES	AREA IN EXISTING R.O.W. ACRES	REMAINER AREA ACRES	EASEMENT ACRES	SQUARE FEET	PARCEL INDEX NUMBER
1030004 1030004TE	0.753	0.139	N/A	0.614	TE= 0.037	1591	15-26-300-021
1030005 1030005TE	3.861	0.099	N/A	3.762	TE= N/A TE= 0.172	N/A 7509	15-26-300-052
1030006 1030006PE 1030006TE	9.982	1.141	0.611	8.841	PE= 2.927 TE= 0.120	127489 5243	15-26-300-019
1030007PE 1030007TE	0.595	N/A	N/A	0.595	PE= 0.023 TE= 0.573	1000 24946	15-35-105-004
1030008 1030008TE	10.188	1.205	0.757	8.983	TE= 1.633	71138	15-35-200-001 15-35-200-002 15-35-200-003 15-35-200-016
1030042 1030042PE 1030042TE	1.718	N/A	N/A	1.718	PE= 0.133 TE= 0.019	5803 825	15-35-105-002



LINE TABLE

LINE	BEARING	LENGTH
L14	S31°34'30"E	45.00
L15	S44°12'41"E	34.00
L16	S66°04'45"E	25.08
L17	S89°34'40"E	103.47
L18	S31°34'30"E	59.09
L19	S44°12'41"E	38.38
L20	S89°34'40"E	119.50
L21	N00°25'20"W	35.00
L22	S00°25'20"W	10.00

COORDINATE TABLE
ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83 (2011 ADJUSTMENT)

PT#	STATION	OFFSET	NORTHING	EASTING
SEE SHEET 6 FOR STATION OFFSET DATA				

STATE OF ILLINOIS)
 COUNTY OF COOK) SS

THIS IS TO CERTIFY THAT I, KENNETH J. RASMUSSEN, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, (WE, CHRISTOPHER B. BURKE ENGINEERING, LTD., AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYING CORPORATION, NUMBER 184, 001175-0014,) HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 25, 26, 35 & 36 TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN & SECTION 30 & 31 TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, MADE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS.

DATED AT ROSEMONT, ILLINOIS THIS ___ DAY OF _____ 20__ A.D.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3240
 LICENSE EXPIRATION DATE: 11-30-2024

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

NOTE:

ALL DIMENSION ARE MEASURED UNLESS OTHERWISE SPECIFIED

BEARINGS AND DISTANCES SHOWN HEREON ARE ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) "GRID".

ALL MEASURED AND CALCULATED DISTANCES ARE "GRID" NOT "GROUND". TO OBTAIN GROUND DISTANCES, DIVIDE GRID DISTANCES BY THE COMBINATION FACTOR OF 0.9999644790.

AREAS SHOWN ON THIS PLAT ARE "GROUND"

CB CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9575 W. Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (847) 823-0500

PLAT OF HIGHWAYS
 STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION
 DEERFIELD ROAD (FAU 1257)

LIMITS: 800' W. OF MILWAUKEE AV TO 200' E. OF SAUNDERS RD COUNTY: LAKE
 SECTION: 15-00038-07-WR JOB NO.: R-91-008-16
 STA. 100+00.00 TO STA. 111+13.89
 SCALE: 1"= 50' SHEET 7 OF 23 SHEETS

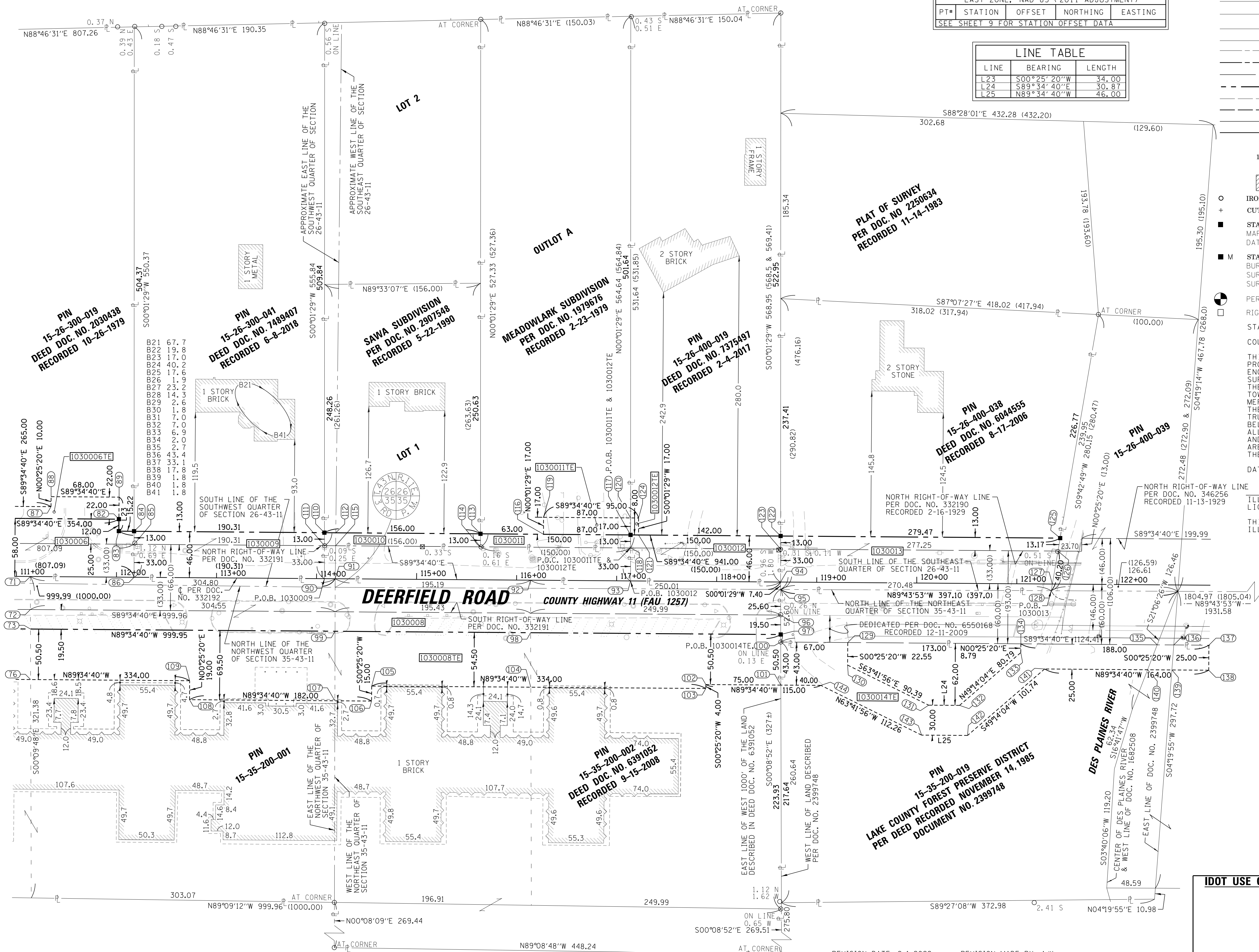
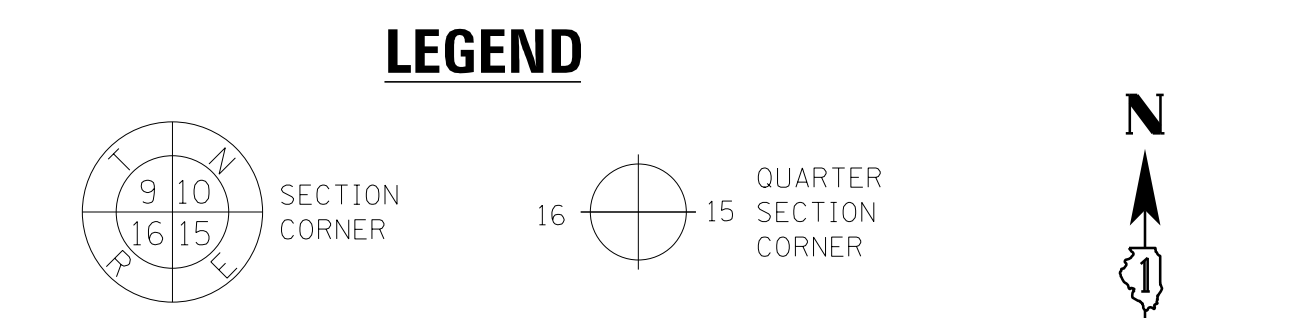
BUREAU OF LAND ACQUISITION
 201 WEST CENTER COURT
 SCHAMBURG, ILLINOIS 60196

PART OF THE SW & SE QUARTER OF SECTION 26, TWP. 43 N., R. 11 E. OF THE 3RD. P.M., IN LAKE COUNTY, ILLINOIS.
 PART OF THE SW & SE QUARTER OF SECTION 25, TWP. 43 N., R. 11 E. OF THE 3RD. P.M., IN LAKE COUNTY, ILLINOIS.
 PART OF THE SW QUARTER OF SECTION 30, TWP. 43 N., R. 12 E. OF THE 3RD. P.M., IN LAKE COUNTY, ILLINOIS.
 PART OF THE NW & NE QUARTER OF SECTION 35, TWP. 43 N., R. 11 E. OF THE 3RD. P.M., IN LAKE COUNTY, ILLINOIS.
 PART OF THE NW & NE QUARTER OF SECTION 36, TWP. 43 N., R. 11 E. OF THE 3RD. P.M., IN LAKE COUNTY, ILLINOIS.
 PART OF THE NW QUARTER OF SECTION 31, TWP. 43 N., R. 12 E. OF THE 3RD. P.M., IN LAKE COUNTY, ILLINOIS.

PARCEL NUMBER	TOTAL HOLDINGS ACRES	PART TAKEN ACRES	AREA IN EXISTING R.O.W. ACRES
SEE SHEET 9 FOR PARCEL DATA			

COORDINATE TABLE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83 (2011 ADJUSTMENT)				
PT#	STATION	OFFSET	NORTHING	EASTING
SEE SHEET 9 FOR STATION OFFSET DATA				

LINE TABLE		
LINE	BEARING	LENGTH
L23	S00°25'20"W	34.00
L24	S89°34'40"E	30.87
L25	N89°34'40"W	46.00



SECTION / QUARTER SECTION LINE
 PLATTED LOT LINES
 PROPERTY (DEED) LINE
 APPARENT PROPERTY LINE
 EXISTING CENTERLINE
 PROPOSED CENTERLINE
 EXISTING RIGHT OF WAY LINE
 PROPOSED RIGHT OF WAY LINE
 EXISTING EASEMENT
 PROPOSED EASEMENT
 AC - EXISTING ACCESS CONTROL LINE
 AC - PROPOSED ACCESS CONTROL LINE
 129.32' (129.32')
 129.32' (COMP)
 129.32' (129.32')

○ IRON PIPE OR ROD FOUND
 + CUT CROSS FOUND OR SET
 ■ STAKING OF PROPOSED RIGHT OF WAY. SET DIVISION OF HIGHWAYS SURVEY MARKER TO MONUMENT THE POSITION SHOWN, IDENTIFIED BY INSCRIPTION DATA AND SURVEYORS REGISTRATION NUMBER.
 ■ M STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. BURIED 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
 ● PERMANENT SURVEY MARKER, I.D.O.T. STANDARD 2135 (TO BE SET BY OTHERS)
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STATE OF ILLINOIS)
 COUNTY OF COOK)

THIS IS TO CERTIFY THAT I, KENNETH J. RASMUSSEN, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, WE, CHRISTOPHER B. BURKE ENGINEERING, LTD., AN ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYING CORPORATION, NUMBER 184.001175-0014, HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 25, 26, 35 & 36 TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN & SECTION 30 & 31 TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, ILLINOIS, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, MADE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS.

DATED AT ROSEMONT, ILLINOIS THIS ___ DAY OF _____ 20__ A.D.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3240
 LICENSE EXPIRATION DATE: 11-30-2024

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

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 AREAS SHOWN ON THIS PLAT ARE "GROUND"

CB CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9575 W. Higgins Road, Suite 600
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PLAT OF HIGHWAYS
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 STA. 111+00.00 TO STA. 122+92.47
 SCALE: 1"= 50' SHEET 8 OF 23 SHEETS

BUREAU OF LAND ACQUISITION
 201 WEST CENTER COURT
 SCHAMBURG, ILLINOIS 60196

N:\L\CDOT\150331\Survey\hwy190304-08.sur

REVISION DATE: 9-1-2022 REVISION MADE BY: AJK

For BOT August 20, 2024

**EXHIBIT C
LEGAL DESCRIPTION FOR RIGHT OF WAY**

ROUTE: Deerfield Road (County Highway 11)
SECTION: 15-00038-07-WR
COUNTY: Lake
JOB NO.:
PARCEL NO.: 1030006
STATION: 104+10.04 to 112+17.58
INDEX NO.: 15-26-300-019

That part of the Southwest Quarter of Section 26, Township 43 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011 Adjustment), with a combined scale factor of 0.9999644790, being described as follows:

Commencing at a point of intersection with the center line of right-of-way of Deerfield Road (A.K.A. County Highway 11) as per document no. 332192, recorded February 16, 1929 and the center line of right-of-way of Milwaukee Avenue (A.K.A. IL Route 21); thence South 89 degrees 34 minutes 40 seconds East, 409.82 feet along said center line of right-of-way of Deerfield Road to a point on the west line of the parcel of land described by deed document no. 2030438, recorded October 26, 1979, said point being the point of beginning; thence North 00 degrees 01 minutes 29 seconds East, 65.00 feet along said west line to a point on a line 65.00 feet north of and parallel with said center line of Deerfield Road; thence South 89 degrees 34 minutes 40 seconds East, 438.00 feet along said parallel line; thence South 00 degrees 25 minutes 20 seconds West, 7.00 feet to a point on a line 58.00 feet north of and parallel with said center line of Deerfield Road; thence South 89 degrees 34 minutes 40 seconds East, 354.00 feet along said parallel line; thence South 00 degrees 25 minutes 20 seconds West, 12.00 feet to a point on a line 46.00 feet north of and parallel with said center line of Deerfield Road; thence South 89 degrees 34 minutes 40 seconds East, 15.22 feet along said parallel line to a point on said east line of the parcel of land described by deed document no. 2030438; thence South 00 degrees 01 minutes 29 seconds West, 46.00 feet along said east line to a point on said center line of Deerfield Road; thence North 89 degrees 34 minutes 40 seconds West, 807.09 feet along said center line to the point of beginning.

Said parcel containing 1.141 acres, more or less, of which 0.611 acres, more or less, was previously dedicated or used for highway purposes.

**EXHIBIT D
FEDERAL LIFE REDEVELOPMENT CONCEPT PLAN**

EXHIBIT D - FEDERAL LIFE REDEVELOPMENT CONCEPT PLAN

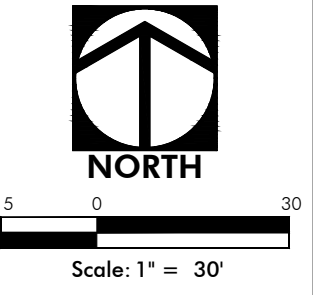


Plan elements shown dashed in red are from Lake County DOT Deerfield Road Improvement Plans by Christopher B. Burke Engineering. [Plan Elements to be Verified by Village]

Proposed Sign Easement Area

Proposed Shared Monument Sign

Notes:
 Aerial image shown is courtesy of Google Earth. Approx. Date: July 2024.
 Existing planimetry shown is from a Boundary & Topographic Survey by Haeger Engineering.
 The plan depicted hereon is conceptual in nature and subject to revision based on engineering, municipal, and architectural considerations.



HAEGER ENGINEERING
 consulting engineers • land surveyors
 100 East State Parkway, Schaumburg, IL 60173 • Tel: 847.394.6600 Fax: 847.394.6608
 Illinois Professional Design Firm License No. 184-003132
 www.haegerengineering.com

FEDERAL LIFE INSURANCE COMPANY
 ACCESS DRIVE / SITE PLAN
 COORDINATION EXHIBIT

Project Manager: T A S
 Engineer: P A C
 Date: 08/05/2024
 Project No. 20-147
 Sheet 1/1